

RIGHT OF WAY THROUGH LAKE TRAVERSE INDIAN
RESERVATION.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior relative to the right of way through Lake Traverse Indian Reservation, Dakota, for the Chicago, Milwaukee and Saint Paul Railway Company.

JANUARY 31, 1884.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives :

I transmit herewith a communication of 29th instant from the Secretary of the Interior, submitting, with accompanying papers, a report of the Commissioner of Indian Affairs upon the subject of the right of way for the Chicago, Milwaukee and Saint Paul Railway Company through the Lake Traverse Indian Reservation in Dakota.

The subject is presented for the consideration of the Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION, *January 31, 1884.*

DEPARTMENT OF THE INTERIOR,
Washington, January 29, 1884.

SIR: I have the honor to submit, herewith, copy of a report of 22d instant, from the Commissioner of Indian Affairs, with copies of correspondence in relation thereto, upon the subject of the right of way for the Chicago, Milwaukee and Saint Paul Railway Company in the construction of a main and branch line through the Lake Traverse Indian Reservation in Dakota.

I respectfully suggest that the matter may be presented to the Congress for such action as that body may deem advisable, in view of the facts in the case, which are fully set forth in the Commissioner's report.

I have the honor to be, very respectfully, your obedient servant,

H. M. TELLER,

Secretary.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 22, 1884.

SIR: The second article of the treaty with the Sisseton and Wahpeton Sioux Indians, February 19, 1867 (15 Stat. at Large, page 506), provides as follows:

The said bands hereby cede to the United States the right to construct wagon roads, railroads, mail stations, telegraph-lines, and such other public improvements as the interest of the Government may require, over and across the lands claimed by said bands (including their reservation as hereinafter designated) over any route or routes that may be selected by authority of the Government. * * *

Under this provision two applications for a right of way through the Lake Traverse Reservation (one of the two reservations designated in the treaty) have been made to the Department; the first, in order of time, being that of the Traverse and Jamestown Railroad Company, a corporation organized under the laws of the Territory of Dakota for the purpose of building a railroad from Burns Valley to Jamestown, on the Northern Pacific Railroad, which filed a map of definite location of its road through said reservation with the Department December 15, 1879.

Upon reference of said map for report as to whether any reasons existed against its approval, this office, on the 26th of March, 1880, expressed the opinion that the right of way across the Lake Traverse Reservation was sufficiently provided for by the treaty, and recommended that the map be approved and permission given to proceed with the construction of the road on condition that the consent of the Indians should first be obtained, and reasonable compensation paid to them for whatever tribal property might be taken, including right of way, depot grounds, &c., as also for improvements of individual Indians taken or otherwise affected by reason of the construction of the road.

By Department letter of the 30th March, 1880, the recommendation made by this office was concurred in, and in pursuance of Department instructions to that effect, United States Indian Agent Crissey at Sisseton Agency was, by office letter of April 9, 1880, directed to convene a council of his Indians for the purpose of ascertaining their views on the subject involved. A map of the proposed line of the Traverse and Jamestown Railroad was inclosed, and the agent was directed, in the event of a favorable arrangement with the Indians, to embody the terms in the form of an agreement therewith also sent.

In the meantime (March 11, 1880), the Chicago, Milwaukee and Saint Paul Railway Company had also applied to the Department for a right of way westward and northwestward through the Lake Traverse Reservation, and for permission to run a preliminary survey thereon. By office letter of March 30, 1880, Agent Crissey was directed to allow such preliminary survey to be made, provided the Indians manifested no opposition thereto.

Upon reference of said application of the Chicago, Milwaukee and Saint Paul Railway Company, this office, in report to the Department dated April 1, 1880, reiterated its views theretofore expressed as to the right of way provided for by the treaty, and recommended that conditionally upon the filing of appropriate maps of definite location, and approval thereof by the Department, the consent of the Indians, and suitable compensation paid to them, as recommended in the case of the Traverse and Jamestown Railroad Company, the Chicago, Milwaukee and Saint Paul Railway Company be authorized to proceed with the construction of its road across the reservation.

By telegram of the 27th May, 1880, confirmed by letter of the 24th May, Agent Crissey reported that the Indians interested had held two councils, and had indicated their willingness to grant the right of way to both roads for a consideration of \$1.75 per acre for the lands taken; that the Chicago, Milwaukee and Saint Paul Railway Company had furnished him with a map of its proposed route, and desired immediate permission to cross the reservation west from Ortonville. Agent Crissey further stated that the Indians indicated that if they could not have the above-mentioned sum, or nearly that, as compensation, they would not set any price, but let the roads cross without purchase of the right of way, as they could then say they had never sold any of their land and still claim the right to it.

On the 28th May, pursuant to Department instructions, Agent Crissey was notified by office telegram that the Chicago, Milwaukee and Saint Paul Railway Company had filed a satisfactory map of definite location, and that as soon as it had performed all that it had agreed to do before commencing operations, to allow the work to proceed.

By office telegram of the 29th May, Agent Crissey was, in pursuance of Department instructions, directed to receive and forward for approval the requisite bond from the Chicago, Milwaukee and Saint Paul Railway Company, receive money for right of way, and hold the same subject to order, and to allow the work to proceed.

On the 3d June, 1880, Agent Crissey reported by telegram to this office that he had received bond and draft from the Chicago, Milwaukee and Saint Paul Railway Company, and on the following day transmitted the bond for approval, which, with a map of definite location of the Hastings and Dakota division of said railway westward through the reservation, previously filed by the company, was submitted by this office to the Department with a recommendation for approval.

By Department letter of July 22, 1880, this office was notified of the approval of the map of definite location and bond filed by the railway company, and directed to inform Mr. Cary, the general solicitor of the company, of the action of the Department. Mr. Cary was so informed on July 31, 1880.

Pursuant to Department instructions of July 17, 1880, Agent Crissey, on July 28, transmitted to this office the draft which he had received from the Chicago, Milwaukee and Saint Paul Railway Company, being for the sum of \$616.25, in payment for 352.14 acres of land taken by the company, at the rate of \$1.75 per acre, which draft was afterwards, on the 11th May, 1881, transmitted by this office to the Department.

On the 24th September, 1880, Agent Crissey telegraphed this office that the graders of the Chicago, Milwaukee and Saint Paul Railway Company were at work on the edge of the reservation, and requested instructions. On the 5th October, 1880, he was telegraphed by this office in reply that the railway company, having filed bond and paid for right of way, should be allowed to construct the line across the reservation as per agreement.

It is proper here to remark that about this time, or previously, the Traverse and Jamestown Road appears to have dropped out of the field altogether.

On the 19th May, 1881, the Acting Secretary of the Interior returned to this office the draft for \$616.25, transmitted to the Department May 11, and therewith also inclosed a draft for the sum of \$1,785, received from the Chicago, Milwaukee and Saint Paul Railway Company, August 11, 1880, in part payment for a right of way for the Whetstone branch of the Hastings and Dakota division of said railway, running

northwestwardly through the reservation, and at that time only partially located, as appeared by the map accompanying said remittance, with instructions that the funds be expended for the equal benefit of the Indians in question as, in the judgment of this office, their best interests might require.

Pending completion of formal papers evidencing the Indians' consent to the right of way, and which it was understood were then in process of signature at the agency, said drafts, aggregating the sum of \$2,402.13, were, on October 10, 1881, deposited to my official credit in the United States Treasury, where the money still remains, no portion thereof having been distributed amongst the Indians.

On the 2d October, 1882, Agent Crissey notified this office that the agreement had been destroyed by a fire at the agency warehouse building on the 1st April, previous, whilst in course of signature by the Indians, and requested to be furnished with a duplicate thereof, in order to again present the same to the Indians for execution at the approaching annual issue of clothing.

On the 13th October, 1882, this office addressed a letter to Mr. Cary, the general solicitor of the said railway company, inquiring whether the remainder of the line running northwestwardly through the reservation (Whetstone branch) had been definitely located, and requesting him to file a map of definite location thereof, if the same had been fully completed.

On the 28th February last, the said railway company transmitted to the Department a map of definite location of the remaining portion of the Whetstone branch road upon the reservation, with a draft for \$266.11, in payment of the balance of compensation money due the Indians upon the basis aforesaid. Said draft was returned by the Department to the railway company on the 20th September last, to await the completion of a new agreement covering the right of way for both roads, which had been forwarded from this office for signature by the Indians on the 20th April then last.

The Department holding that under section 2116, United States Revised Statutes, relating to purchases or grants of land, or of any title or claim thereto from Indians, a railway company could not be made a party to an agreement with Indians for right of way, it became necessary to reform the instrument already sent out for the Indians' signature, and on the 20th June last Agent Crissey was directed to return the papers, which were duly received back in this office on the 1st August last.

On the 27th August, a new form of agreement, prepared in accordance with Department ruling above referred to, was forwarded to Agent Crissey for the signature of the Indians.

On the 13th November last, Agent B. W. Thompson (appointed to Sisseton Agency vice Crissey, resigned) reported that the Indians now refused to sign the agreement by reason of an alleged misunderstanding as to the tenure of the railway company, and the quantity of land to be taken for station purposes. A copy of the reply of this office to Agent Thompson's communication will be found in the copy of correspondence herewith sent, under date of November 13, 1883.

Under date of the 27th ultimo, Agent Thompson suggested (with the concurrence of Inspector Barr, present at a recent council held with the Indians on the subject) that the moneys which had already been paid by the Chicago, Milwaukee and Saint Paul Railway Company, amounting in the whole to the sum of \$2,402.13, and which are now standing to my official credit, as aforesaid, be placed to his (the agent's) credit to

be paid out pro rata to the members of the tribe upon their signing the railroad agreement, his idea being that if he was enabled to offer the money to the Indians the agreement would be rapidly and readily signed, and that the delay was mainly referable to the action of certain authorities of the tribe having personal ends in view.

Upon submission of Agent Thompson's letter to the Department, you directed, under date of the 13th instant, that inasmuch as the Indians now refused to sign new papers upon the terms and conditions formerly agreed upon, the papers with all the facts in the case should be submitted to Congress for such action as that body may find to be right and proper, and for decision as to the compensation to be paid by the railway company for the use of the land required for the right of way, &c. You further directed that the money already received from the railway company should not be expended until action is had by Congress on the case.

In accordance with your instructions I have the honor now to submit the foregoing statement of facts, with duplicate copies of all papers and correspondence in the case, for transmission to Congress.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
Sisseton Agency, Dakota, July 16, 1879.

SIR: I have information that surveyors are crossing the reserve, laying out a railroad from Brown's Valley, Minnesota, running northwest to Jamestown, on the Northern Pacific Railroad. Is this allowable? On looking over the treaty Article No. —, I think it is, and have therefore felt safe in saying nothing, but I think it my duty to inform the Department of what is going on.

Awaiting your instructions, I remain, respectfully,

CHARLES CRISSEY,
United States Indian Agent.

E. A. HAYT,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, August 2, 1879.

SIR: In reply to your letter of the 16th instant, wherein you state that you have information that surveyors are crossing the Lake Traverse Reserve, laying a railroad from Brown's Valley, Minnesota, running northwest to Jamestown, on the Northern Pacific Railroad, and asking whether this is allowable, you will at once endeavor to ascertain and report the name and post-office address of the railroad company at whose instance the survey is being made, and by what authority they claim to enter upon the reservation, with any other facts you can obtain and deem necessary for the full information of this office in the matter.

Very respectfully,

E. A. HAYT,
Commissioner.

CHARLES CRISSEY, Esq.,
United States Indian Agent, Sisseton Agency, Dakota.

SAINT PAUL, MINN.,
December 15, 1879.

SIR: I send to your address, to-day, by express, a copy of the map showing the definite and permanent location of the line of the Traverse and Jamestown Railroad, as marked upon the ground in October last, through the Wahpeton and Sisseton Reservation in Dakota Territory. Attached to the map is the affidavit of Col. Cas-

well McClellan, the engineer in charge of the survey, and the certificate of the president and secretary of the company, under the corporate seal, of the adoption of the line by the board of directors.

The Traverse and Jamestown Railroad Company is a corporation organized under the laws of the Territory of Dakota for the purpose of constructing, maintaining, and operating a railroad from some point on the boundary-line between Minnesota and Dakota, in township 123, range 49, in the county of Grant, to Jamestown in the county of Stutsman, in the Territory of Dakota.

With the map I send you a copy of the patent, issued by the governor and secretary of the Territory, constituting the company. The company has organized by the election of George L. Becker as president, Benjamin Thompson, secretary, and Charles A. DeGraff, treasurer. It has located its line of road between the points named in the patent. This line of necessity crosses the Indian reservation above named.

In accordance with a resolution of the board of directors, I now make application to the Interior Department of the Government for the right of way for the located line, as shown on the map this day sent you, across said Indian Reservation. This request is based upon the second article of the treaty made at Washington, February 19, 1867, between commissioners on the part of the United States and the chiefs and headmen of the Sisseton and Wahpeton bands of Dakota or Sioux Indians.

This article is as follows:

ARTICLE II. The said bands hereby cede to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines, and such other public improvements as the interest of the Government may require over and across the lands claimed by said bands, including their reservation as hereinafter designated, over any route or routes that may be selected by authority of the Government, said lands so claimed being bounded on the south and east by the treaty line of 1851, and the Red River of the North to the mouth of Goose River, on the north by Goose River and a line running from the source thereof by the most westerly point of Devil's Lake to the Chief's Bluff at the head of James River, and on the west by the James River to the mouth of Moccasin River and thence to Kampeska Lake.

The Traverse and Jamestown Railroad Company has been organized in good faith for the purpose of constructing this line of road; has surveyed its line from Lac Traverse to Jamestown, and now comes to the Government of the United States to secure the right of way across this Indian Reservation as the next step to be accomplished in effecting its ultimate purpose.

Very respectfully,

GEORGE L. BECKER,
President T. and J. R. R. Co.

Hon. CARL SCHURZ,
Secretary of the Interior.

[Inclosure.]

To all whom these presents shall come, greeting:

Whereas Benjamin Thompson, George L. Becker, C. A. DeGraff, Leonard B. Hodges, and George Isman Becker, have filed in the office of the secretary of the Territory certain articles of organization with a view of forming a corporation to be known as the Traverse and Jamestown Railroad Company, and with a capital of \$1,250,000, for the purpose of constructing, maintaining and operating, or maintaining and operating a railroad from some point on the boundary line between Minnesota and Dakota in township 123, range 49, in the county of Grant, in the Territory of Dakota, to Jamestown in the county of Stutsman, in said Territory, and having complied with the provisions of the statutes in such case made and provided:

Therefore, the Territory of Dakota hereby grants unto the above-named persons and their associates, successors, and assigns full authority by and under the said name of the Traverse and Jamestown Railroad Company to exercise the powers and privileges of a corporation for the purpose above stated and in accordance with their said article of organization and the laws of this Territory.

In witness whereof these presents have been attested with the great seal, and signed and countersigned by the governor and secretary of the Territory of Dakota, at Yankton, the 6th day of June, in the year one thousand eight hundred and seventy-nine.

[SEAL.]

W. A. HOWARD,
Governor.

GEO. W. HAND,
Secretary of Territory.

SAINT PAUL, December 15, 1879.

MY DEAR SIR: I have to-day sent to the Secretary of the Interior a copy of the patent issued by the governor and secretary of the Territory of Dakota, constituting

the corporation known as the Traverse and Jamestown Railroad Company, and also a map showing the line of the road as actually marked on the ground last season across the Lake Traverse Indian Reservation.

Upon these papers I base a request for the right of way for the road across said reservation. I think the second article of the treaty made with these Indians at Washington, February, 1867, fully authorizes the Government to grant this request.

I have to-day written to Judge Bennett (to whom I am sorry to say I am yet a stranger), on the subject, asking him to help us get the right of way. I hope you will also do what you can in the matter.

I regret to be of so much trouble to you, but what do you go to Congress for? To be bored, I suppose.

Yours truly,

GEO. L. BECKER.

Hon. W. D. WASHBURN, M. C.,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, January 16, 1880.

SIR: I am in receipt, by Department reference, of a letter addressed to the honorable the Secretary of the Interior, by George L. Becker, president of the Traverse and Jamestown Railroad Company, dated the 15th ultimo, inclosing a map showing the definite and permanent location of the line of the Traverse and Jamestown Railroad, as proposed to be constructed through the Sisseton and Wahpeton Indian Reservation in Dakota Territory, also a copy (unauthenticated) of the patent of incorporation granted to the company, and applying for the right of way across the reservation, under the second article of the treaty with the Sisseton and Wahpeton Indians, of February 19, 1867 (15 Stat., 505).

Also, by Department reference, of a letter addressed to you by the said George L. Becker, president, dated the 29th ultimo, in relation to the same subject.

Upon inquiry at the General Land Office, I am informally advised that the railroad company referred to has not hitherto complied with the preliminary requirements of the act of March 3, 1875 (18 Stat., 482), and the regulations established by the General Land Office thereunder, a copy of which I inclose.

It is necessary that these preliminaries should be attended to according to the appropriate forms prescribed in the pamphlet, in order to give the railroad company a proper status in the Department. When this is done this office will be in a position to pass upon the questions submitted.

Very respectfully, your obedient servant,

E. A. HAYT, *Commissioner.*

Hon. W. D. WASHBURN,
House of Representatives.

SAINT PAUL, December 15, 1879.

MY DEAR SIR: I congratulate you on your appointment and confirmation, and hope you may find your position in every way pleasant and agreeable. All true Minnesotians feel themselves honored by the President's selection of a cabinet officer from this State, and, true to our noble instincts, propose to make the most of it.

You will remember that I spoke to you about an organization which Major Thompson and I have been engaged in forming for the purpose of building a railroad from Brown's Valley to Jamestown on the Northern Pacific Road.

The corporation is constituted under the laws of the Territory of Dakota by the name of the "Traverse and Jamestown Railroad Company."

We have located our line between the points named. I have to-day sent a copy of the map showing the location across the Wahpeton and Sisseton Reservation, to Secretary Schurz, together with a copy of the patent issued by the governor and secretary of Dakota Territory, authorizing the corporation, and have asked him to grant the company the right of way across said reservation. We think this grant is authorized by the second article of the treaty made with these Indians at Washington in 1867.

By the terms of an arrangement made with these Indians at Sisseton Agency in September, 1872, it is provided: "Eighth. At the expiration of ten years the President of the United States shall sell or dispose of all the remaining or unoccupied lands in the Lake Traverse Reservation (excepting that which may be hereafter set apart for school purposes), the proceeds of the sales of such lands to be expended for the benefit of the members of said bands located on said Lake Traverse Reservation."

I think the authority to grant the right of way now asked for is complete under the second article of the treaty of 1867, above referred to. Nevertheless, as the lands

on this reservation are soon to be disposed of for the benefit of the Indians residing there, the Secretary of the Interior may think it best to refer the application to their agent and perhaps to the Indians themselves.

To this we have no objection, though we do not consider it necessary. The agent and the Indians will readily see the advantages which will accrue to the balance of the reservation by the early construction of this line of road.

To our Minnesota system of railroads and to our Saint Paul interests I believe this project one of supreme importance.

I think you know how much time and labor Major Thompson has given to this matter. Both he and we are deeply interested in the early accomplishment of what we now ask of the Interior Department, and if you can in any proper way aid us in the matter you will greatly oblige us both.

Yours, very truly,

GEORGE L. BECKER.

Hon. ALEX. RAMSEY,
Secretary of War.

[Inclosure.]

SAINT PAUL, December 16, 1879.

DEAR SIR: An application by the Traverse and Jamestown Railroad Company, for the approval of the right of way through the Sisseton and Wahpeton Reservation, in the Territory of Dakota, as is provided for by the 2nd article of the treaty of February 19, 1867, has this day been forwarded to the honorable Secretary of the Interior for his approval.

May I ask that the great interests of this State to be promoted, and that of the adjoining sections of the country, may claim your consideration to such extent as may to you seem necessary, that the honorable Secretary may arrive at an intelligent explanation and understanding of the subject.

Your familiarity with the matter, with your knowledge of the treaty at the time it was made, is my excuse for now troubling you.

Very respectfully and truly yours,

BENJAMIN THOMPSON.

Hon. ALEX. RAMSEY,
Secretary of War, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., February 28, 1880.

SIR: Referring to my letter to you of the 24th instant, submitting the "due proofs" filed by the Traverse and Jamestown Railroad Company of Dakota, under the right of way act of March 3, 1875, I have the honor to submit herewith a map filed by the company under said act. The map is executed in the prescribed form, and shows the line of route of the road as surveyed, located and adopted, from the eastern boundary of Dakota, through and to the northwestern boundary of the Sisseton and Wahpeton Indian Reservation as established by the treaty of February 19, 1867 (15 Stat., 505). The said treaty, Art. 2, cedes "to the United States the right to construct * * * railroads * * * as the interests of the Government may require, * * * over any route or routes that may be selected by authority of the Government," &c. The lands, under the treaty, are held by or for the Indians in severalty, and are not, in my judgment, of a class concerning which any action can be taken by this office, looking to the protection of the company in its right of way under the act of March 3, 1875, or otherwise. As the said lands are not subject to entry under the general laws, no instructions could be issued to hold the same for disposal subject to the right of way, as is done in the case of public lands.

Accordingly, the map is submitted, without recommendation, for such action or instructions as you deem proper.

Meantime, I retain a duplicate of the map, filed by the company.

Very respectfully,

J. M. ARMSTRONG,
Acting Commissioner.

Hon. C. SCHURZ,
Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF THE INTERIOR, March 6, 1880.

Respectfully referred to the Commissioner of Indian Affairs for report and expression of his views as to whether any reasons exist why the accompanying map should not be approved.

A. BELL,
Assistant Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, March 26, 1880.

SIR: I have the honor to acknowledge the receipt, by your reference, for report, of a letter from the Commissioner of the General Land Office, dated the 24th ultimo, submitting a map filed by the Traverse and Jamestown Railroad Company under the act of March 3, 1875, showing the line of route as surveyed, located, and adopted, from the eastern boundary of Dakota, through and to the northwestern boundary of the Sisseton and Wahpeton Indian Reservation, as established by the treaty with the Sisseton and Wahpeton bands of Dakota or Sioux Indians, February 19th, 1867 (15 Stat., p. 505), and stating that in view of the provisions contained in said treaty relative to the construction of railroads and allotment of lands in severalty to the Indians, the lands of the reservation are not, in his judgment, of a class concerning which any action can be taken by the General Land Office looking to the protection of the company in its right of way under the act of March 3, 1875, or otherwise.

In reply, I have the honor to state as follows:

Article II of the treaty referred to provides: "The said bands hereby cede to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines, and such other public improvements as the interest of the Government may require, over and across the lands claimed by said bands (including their reservation as hereinafter designated), over any route or routes that may be selected by authority of the Government, said lands so claimed being bounded on the south and east by the treaty line of 1851, and the Red River of the North to the mouth of the Goose River, on the north by the Goose River, and a line running from the source thereof by the most westerly point of Devil's Lake to the Chief's Bluff at the head of James River, and on the west by the James River to the mouth of Mocasine River, and thence to Kameska Lake."

By Article III of said treaty, a permanent reservation was set apart for certain of said Indians, included within the following boundaries, viz: "Beginning at the head of Lake Traverse, and thence along the treaty line of the treaty of 1851 to Kameska Lake; thence in a direct line to Reipan or the northeast point of the Coteau des Prairie, and thence passing north of Skunk Lake on the most direct line to the foot of Lake Traverse, and thence along the treaty line of 1851 to the place of beginning."

Article V of said treaty provides as follows: "The said reservations shall be apportioned in tracts of 160 acres to each head of a family, or single person over the age of 21 years, belonging to said bands and entitled to locate thereon, who may desire to locate permanently and cultivate the soil as a means of subsistence, each 160 acres so allotted to be made to conform to the legal subdivisions of the Government surveys, when such surveys shall have been made; and every person to whom lands may be allotted under the provisions of this article, who shall occupy and cultivate a portion thereof for five consecutive years, shall thereafter be entitled to receive a patent for the same, so soon as he shall have 50 acres of said tract fenced, ploughed, and in crop. Provided that said patent shall not authorize any transfer of said lands or portion thereof, except to the United States, but said lands and the improvements thereon shall descend to the proper heirs of the persons obtaining a patent."

In pursuance of the provisions of the article above quoted, and in accordance with authority granted by the Department May 10, 1875, allotments of land upon said reservation in severalty were, under the direction of this office, duly made to 264 heads of families and single persons over 21 years of age, belonging to the Sisseton and Wahpeton bands of Indians residing thereon; such allotments were approved by the Department October 1, 1875, certificates of allotments issued, and in March, 1876, distributed to the several allottees, who are now actively engaged in farming pursuits with every prospect of being self-sustaining within a very few years.

Other allotments, viz, to those who have not already received land, those who have since the date of the first allotments attained the age of 21 years, and those who, having already received lands, are desirous of exchanging the same for other lands of the reservation, are now in progress under the direction of this office.

Article X of said treaty provides: "It is further agreed that the said bands, parties to this treaty, will guarantee the safety of travel, of the transportation of the mails, supplies, &c., the protection of mail stations and property connected therewith, upon the lands claimed by them as before specified * * *; said safety of travel and transportation and protection of mail stations and property to extend over any route across the lands claimed by said bands as hereinbefore set forth."

Section 5 of the act of March 3, 1875, "granting to railroads the right of way through the public lands of the United States," (18 Stat., p. 482), "provides that said act shall not apply to any lands within the limits of any military park, or Indian reservation, or other lands specially reserved from sale, unless such right of way shall be provided for by treaty stipulation, or by act of Congress heretofore passed."

I am of opinion that the right of way across the Sisseton and Wahpeton Reservation is sufficiently provided for by the treaty, and I have the honor to recommend that

the map filed by this company be approved, and permission given to proceed with the construction of the road, on condition that the consent of the tribe shall be first obtained, and a reasonable compensation paid to them for whatever tribal property may be taken, including right of way, grounds for depots, sidings, &c., and that all Indians whose individual rights may be affected by reason of the passage of the road over lands allotted to them under the treaty, the taking of their lands for station purposes and the like, shall also be duly compensated.

The letter of the Commissioner of the General Land Office and map accompanying the same, are herewith returned.

Very respectfully, your obedient servant,

E. J. BROOKS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, March 30, 1880.

SIR: I have received your report of the 26th instant, upon the application of the Traverse and Jamestown Railroad Company, under the act of March 3, 1875, for a right of way through and across the Sisseton and Wahpeton Indian Reservation and recommending that the map filed by this company be approved and permission given to proceed with the construction of the road on condition that the consent of the tribe shall be first obtained, and a reasonable compensation paid to them for whatever tribal property may be taken, including right of way, grounds for depots, sidings, &c., and that all Indians whose individual rights may be affected by reason of the passage of the road over lands allotted to them under the treaty, the taking of their lands for station purposes and the like, shall also be duly compensated.

The company filing this application and map has already selected its line of road and the tract or tracts necessary for its depot and siding purposes. The only thing which remains to be done before approving the map is to obtain the consent of the Indians and pay them for the privileges which the company desires. This consent and settlement with the Indians, I think, should be obtained, and made, before the map is approved.

You will therefore direct the agent of said tribes to take such steps as may be, necessary to obtain the consent of said Indians, and all of them, and also, ascertain what would be a reasonable, fair, and proper amount for the company to pay to them as a tribe for the right of way across their reservation, and also to each of the individual members of the tribe whose improvements will be especially damaged by the road passing through them.

As the company is very anxious to have these questions settled at an early day, you will instruct the agent to attend to this business promptly, and make report of his doings thereon at as early a day as practicable.

I herewith transmit the map filed by the company in order that you may have a tracing prepared therefrom for the use of the agent in making appraisement of the damages sustained by the tribe and the members thereof.

Very respectfully,

C. SCHURZ,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 1, 1880.

SIR: Referring to that portion of your letter of the 30th ultimo, relative to the application of the Traverse and Jamestown Railway Company, for right of way across the Sisseton and Wahpeton Indian Reservation, in which you state, "the company filing the application and map has already selected its line of road, and the tract or tracts necessary for its depot and siding purposes," I have the honor to state that upon an examination of the map filed by said company, I find no designation of any such tract or tracts.

As it is important that the agent in the assessment of damages directed in your letter should be fully informed as to the location and extent of the ground required for the purposes referred to, I have the honor to recommend that said company be directed to at once file the appropriate maps, in conformity with the regulations of the General Land Office.

I return your letter of the 30th ultimo, with the map filed, for further instructions, and inclose a copy of this report.

Very respectfully, your obedient servant,

R. E. TROWBRIDGE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, April 2, 1880.

SIR: In answer to your letter of yesterday, in relation to the construction of the Traverse and Jamestown Railroad across the reservation of the Sisseton and Wahpeton bands of Indians, Minnesota, I have to state that in my instructions to your office of the 30th ultimo, I inadvertently state that the company constructing said road had selected the tracts of land necessary for depots and sidings. It appears on more careful examination of the papers that such is not the fact. You will, therefore, in complying with said instructions, act irrespectively of any such selections.

Very respectfully,

C. SCHURZ,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 9, 1880.

SIR: Article II of the treaty with the Sisseton and Wahpeton bands of Indians, February 19, 1867 (15 Stat., p. 505), provides as follows:

"The said bands hereby cede to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines, and such other public improvements as the interest of the Government may require, over and across the lands claimed by said bands (including their reservation as hereinafter designated) over any route or routes that may be selected by authority of the Government, said lands so claimed being bounded on the south and east by the treaty line of 1851, and the Red River of the North to the mouth of Goose River, on the north by the Goose River and a line running from the source thereof by the most westerly point of Devil's Lake to the Chief's Bluff at the head of James River, and on the west by the James River, to the mouth of Moccasin River, and thence to Kampeka Lake."

Article III of said treaty defines the boundaries of the Sisseton and Wahpeton Reservation as follows:

"Beginning at the head of Lake Traverse and thence along the treaty line of the treaty of 1851 to Kampeka Lake, thence in a direct line to Reipan, or the northeast point of the Coteau des Prairies, and thence passing north to Skunk Lake, on the most direct line to the foot of Lake Traverse, and thence along the treaty line of 1851 to the place of beginning."

The Traverse and Jamestown Railway Company having, under the act of March 3, 1875, filed with the Department a map showing the proposed line of route as surveyed, located, and adopted from the eastern boundary of Dakota, through and to the northwestern boundary of the reservation, has now applied for the right of way, and permission to construct its road conformably to said map.

Upon reference from the Department, this office, under date of the 26th ultimo, reported to the honorable Secretary that the right of way across the Sisseton Reservation was sufficiently provided for by said treaty, and recommended that the map filed by the company be approved and permission given to proceed with the construction of the road on condition that the consent of the tribe be first obtained, and a reasonable compensation paid to them for whatever tribal property may be taken, including right of way, grounds for depots, sidings, &c., and that all Indians whose individual rights might be affected by reason of the passage of the road over lands allotted to them under the treaty, the taking of their lands for station purposes and the like, should also be duly compensated.

By Department letter of the 30th ultimo, the honorable Secretary deems it advisable that prior to the approval of the map of location, the consent of the Indians to the passage of the road through the reservation should first be obtained and payment made to them for the privilege which the company desires, and directs that you take such steps as may be necessary to secure the consent of the Indians and all of them, and also ascertain what would be a reasonable, fair, and proper amount for said com-

pany to pay to them, not only as a tribe for the right of way across the reservation, but also to each of the individual members of the tribe, whose improvements will be especially damaged by the road passing through them.

You are therefore directed to assemble the Indians in council, and having explained to them fully the treaty provisions in regard to railroads, the nature and character of the undertaking in question, and the proposed line of route as delineated upon the map filed (a copy whereof is sent herewith); ascertain from them upon what terms they will consent to the passage of the road through the reservation, and what compensation they will require not only for the right of way, but also for any tribal property which may be taken for depots, sidings, &c.

You will advise them to agree upon a reasonable compensation for the above privilege, and, in the event of their doing so, you will embody the terms in an agreement similar to the one inclosed, and have it signed by at least two-thirds of all the male adult members of the tribes, and certify the same as in form inclosed.

You will also ascertain what, if any, improvements of individual members of the tribe will be affected by the passage of the road, and prepare a schedule thereof in inclosed form, showing location and character of improvements, amount of compensation demanded by the Indians, and what in your judgment would be a fair valuation thereof, which schedule you will return with the agreement.

Should the Indians be unable to agree upon any particular sum for the right of way ascertain whether they will consent to allow the road to pass through the reservation in consideration of a sum to be fixed by a commission of three persons to be appointed by the Secretary of the Interior. If the latter course shall be pursued, you will report by telegram and await further instructions.

Inasmuch as the railway company has as yet filed no maps designating ground required for station purposes, sidings, &c., the adjustment of any claims by individual Indians for damages sustained by the taking of their property for such purposes, will have to be postponed until the localities are ascertained.

In the mean time you will proceed to adjust the tribal and individual claims arising out of the right of way as far as practicable, and report result to this office, without delay.

Very respectfully,

E. TROWBRIDGE,
Commissioner.

CHARLES CRISSEY,
United States Indian Agent, Sisseton Agency, Dak.

[Inclosure.]

Articles of agreement made and entered into this — day of —, A. D. 1880, between the undersigned chiefs, headmen, and male adult members constituting a two-thirds majority of the Sisseton and Wahpeton bands of Dakota or Sioux Indians occupying the Sisseton and Wahpeton Reservation in the Territory of Dakota, parties of the first part, and the Traverse and Jamestown Railway Company of the said Territory, party of the second part, witnesseth:

That for the consideration hereinafter mentioned, the said Indians, parties of the first part, do hereby grant unto the said company, party of the second part, its successors and assigns, a right of way, not exceeding two hundred (200) feet in width, through their reservation in the Territory of Dakota, as defined in a map of general location thereof, filed by said company, party of the second part, in the Department of the Interior, also grounds adjacent to such right of way for station buildings, depots, machine shops, side tracks, turn-outs, and water stations, not to exceed in amount twenty (20) acres for each station, to the extent of one station for each ten (10) miles of the road; together with the free and undisturbed right in said company, its successors and assigns, to locate, construct, operate, and maintain its line of road through the said reservation.

In consideration whereof the said company, party of the second part, doth hereby for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the said reservation, pay or cause to be paid to the Secretary of the Interior, for the use and benefit of the said Indians, parties of the first part, the sum of — dollars, in lawful money of the United States.

The said company, party of the second part, for itself, its successors and assigns, further covenants and agrees that it will in like manner, and prior to the commencement of the construction of its said road, pay and satisfy all just claims of individual members of said bands of Indians, whose property may be taken or damaged by reason of the construction of said road and incident thereto.

Upon payment to the Secretary of the Interior for the use and benefit of the said Indians collectively and individually, of all sum or sums of money provided for by this agreement, said company, its successors or assigns, shall be entitled to enter upon the

said reservation with all necessary construction parties and proceed with the building of said road.

The said company, party of the second part, further agrees that it will, by its proper officers, execute and deliver to the Secretary of the Interior, for the use of the said Sisseton and Wahpeton Indians, a bond with two approved sureties, in such penal sum as the Secretary may require, conditioned for the due payment of all damages which may hereafter be sustained by the said Indians, individually or collectively, by reason of stock killed, or fires started by locomotives, during the construction and operation of said road.

And for the considerations aforesaid, the said Indians, parties of the first part, do hereby solemnly bind themselves and the several tribes or bands to which they respectively belong, at all times hereafter to protect the said company, party of the second part, its successors and assigns, and employés in the peaceful location, construction, and operation of its said road through the said reservation.

The foregoing articles of agreement having been duly explained to us in open council, we the undersigned chiefs, headmen, and male adult members, constituting a two-thirds majority of the Sisseton and Wahpeton bands of Dakota or Sioux Indians at the Sisseton Agency in the Territory of Dakota, do hereby consent and agree to all stipulations therein contained.

SAINT PAUL, April 10, 1880.

DEAR SIR: I am in receipt of your esteemed favor of the 26th ultimo, with its inclosure, and of your note dated April 4, for which please accept my sincere thanks.

Your favor of the 4th, informs me that the Secretary of the Interior had said to you that the agent of the Sisseton and Wahpeton Sioux had been instructed to allow the survey of the Traverse and Jamestown Railroad Company to proceed through the reservation.

I infer from this that the nature of my application is misapprehended. The survey was made last year, and the line definitely located through the reservation. There are now on file in the Interior Department duplicate maps showing this location, its connections with the public surveys, and the dates of location. The maps are verified by the affidavits of the engineer of the company.

Our map was sent direct to the honorable Secretary, under date of December 15, 1879, and an application made for a grant of the right of way, based on the second article of the treaty made with these Indians at Washington, February 19, 1867.

On the 16th of January, 1880, the Commissioner of Indian Affairs wrote a letter to the Hon. W. D. Washburn, M. C., stating that the company had not hitherto complied with the preliminary requirements of the act of March 3, 1875 (18 Statutes, 482) and the regulations established by the General Land Office thereunder.

Mr. Washburn inclosed this letter to me with a pamphlet issued by the General Land Office, containing copy of the act referred to and of the regulations prescribed under it.

On the 4th of February, 1880, I sent to the Hon. Horace Austin, register of the land office at Fargo, another application for the right of way, complying in all respects with the act of Congress and the regulations of the General Land Office in such cases made and prescribed.

On the 8th of March, 1880, the Commissioner of the General Land Office addressed a letter to Mr. Thos. M. Pugh, receiver of the land office at Fargo, acknowledging the receipt of the papers, and stating that "the due proofs of the organization were submitted to the honorable Secretary of the Interior, and were by him accepted as satisfactory on the 26th of February, 1880; that the map showing the line of the road in connection with the lines of the public survey is in proper form and were referred on the 28th ultimo to the honorable Secretary, without recommendation, for proper action and instructions in view of the fact that the line passes through the Sisseton and Wahpeton Indian Reservation, the lands in which are not public lands subject to disposal under the general law."

This letter of the Commissioner of the General Land Office seems to decide that my first view was correct, and that the original application based on the treaty with the Indians was the correct one for the company to make.

Major Crissey, the agent for these Indians, is now in Washington with Gabriel Renville, head chief of the bands interested in this reservation, and some other of these Indians.

The present, therefore, seems a favorable time for considering the request of the Traverse and Jamestown Railroad Company, and I earnestly hope that the Department of the Interior will act promptly upon the application, so that if the request for right of way be granted, we may make our arrangements for the construction of our road.

I am sorry to trouble you so often, and that I have to write at such great length, but as I am known to you personally and not known to the Secretary of the Interior, and because, also, that I can reckon confidently upon your co-operation in all that affects the prosperity and development of this great Northwest, I am emboldened to address you on this subject.

Yours, very truly,

GEO. L. BECKER,

President of the Traverse and Jamestown Railroad Company.

Governor ALEX. RAMSEY,
Secretary of War.

[Indorsement.]

WAR DEPARTMENT, April 14, 1880.

Respectfully referred to the Secretary of the Interior. The parties do not want authority to proceed with their surveys—the surveys were made last year. They do want a grant of the right of way across the reservation, so that they can go on and build their road.

ALEX. RAMSEY,
Secretary of War.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 30, 1880.

SIR: The Chicago, Milwaukee, and Saint Paul Railroad Company desire to survey a line through the Sisseton Reservation, and a surveying party will soon reach the reserve for that purpose. I desire to have you explain to your Indians that this is merely a preliminary survey, and grants no right of way to the railroad. On that understanding, if the Indians manifest no opposition to the running of the lines, you will allow the surveyors to proceed with the work.

Please give this matter your early attention and report the result to this office.

Yours, respectfully,

R. E. TROWBRIDGE,
Commissioner.

CHARLES CRISSEY
United States Indian Agent, Sisseton Agency, Dakota.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY,
GENERAL SOLICITOR'S OFFICE,
Milwaukee, March 11, 1880.

SIR: This company has completed its railway from Milwaukee to Bigstone Lake on the western boundary of Minnesota, and is desirous of extending it west and northwest into Dakota Territory from that point. In order to do so it is necessary to cross the Sisseton and Wahpeton Indian Reservation west of Lake Traverse.

We desire to know whether we will be allowed to cross said reservation. What steps is it necessary for us to take to procure said privilege?

If a consultation with the Indians is required through the instrumentality of the Government to obtain their permission, we request that immediate steps may be taken to procure their consent to our making the necessary survey and location of the road and obtaining the right of way when located.

We desire to commence these surveys at once, and for that reason request your early attention to the matter.

Very respectfully,

JOHN W. CARY,
General Solicitor, C., M. and St. P. Railway Co.

Hon. CARL SCHURZ,
Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF THE INTERIOR.

Respectfully referred to the Commissioner of Indian Affairs for report and expression of his views on the subject.

A. BELL,
Assistant Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, April 1, 1880.

SIR: I have the honor to acknowledge the receipt, by your reference for report and expression of the views of this office upon the subject matter therein contained, of a letter from John W. Cary, esq., general solicitor of the Chicago, Milwaukee and Saint Paul Railway Company, dated the 11th ultimo, stating that said company has completed its railway from Milwaukee to Bigstone Lake, on the western boundary of Minnesota, and is desirous of extending it west and northwest into Dakota Territory from that point; that in order to do so it is necessary to cross the Sisseton and Wahpeton Indian Reservation, west of Lake Traverse, and inquiring whether the company will be allowed to do so, and what steps it is necessary to take in order to obtain such privilege.

I am also in receipt, by the like reference, of a telegram from Alex. Mitchell, esq., president Chicago, Milwaukee and Saint Paul Railway Company, dated the 16th ultimo, in relation to the same subject.

In reply, I have the honor to state that, as already expressed in a report made by this office to the Department on the 26th ultimo, upon an application of the Traverse and Jamestown Railway Company, involving, substantially, the same question, I am of opinion that the right of way across the Sisseton and Wahpeton Reservation is sufficiently provided for by the treaty with those Indians of February 19th, 1867 (15 Stats., 505), and I have the honor to recommend that upon the filing by the said Chicago, Milwaukee and Saint Paul Railway Company of the appropriate maps, showing the proposed route of its road through the reservation, location of depots, sidings, &c., and approval thereof by this Department, the said company be authorized to proceed with the construction of the road, on condition that the consent of the tribes shall first be obtained and a reasonable compensation paid to them for whatever tribal property may be taken, including right of way, grounds for depots, sidings, &c., and that all Indians whose individual rights may be affected by reason of the passage of the road over lands allotted to them under the treaty and taking of their lands for station purposes, and the like, shall also be duly compensated.

I will add that by office letter of the 30th ultimo, the local agent was directed to permit a preliminary survey to be made by the company, provided the Indians do not object. The letter and telegram herein referred to are herewith returned.

Very respectfully, your obedient servant,

R. E. TROWBRIDGE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
Sisseton Agency, May 24, 1880.

SIR: Referring to your letter of the 9th ultimo, marked "L. Sisseton I, 187 and 193, 1880," I have to report, regarding railroad crossing this reserve, that the Indians have had two councils, and indicate to me their willingness to grant the right of way to both roads for \$1.75 per acre. The Chicago, Milwaukee and Saint Paul road wish to cross at once west from Ortonville. They have furnished me with a map of their route. The letter above referred to speaks only of the Traverse and Jamestown Railroad, but having seen a letter from the honorable Secretary of the Interior to the manager of the Chicago, Milwaukee and Saint Paul Railroad, I have mentioned in the council with the Indians both roads, judging from the honorable the Secretary of the Interior's letter that both roads were to be treated alike.

The Indians indicate further that if they cannot have the above mentioned sum as compensation, or nearly that, they will not set any price, but let the roads cross without purchase of the right of way. They could then say they had never sold any of their land and still claim the right to it.

Will the Department please instruct me whether I shall further follow the instructions of the Department letter of the 9th ultimo, or otherwise?

Very respectfully,

CHARLES CRISSEY,
United States Indian Agent.

Hon. COMMISSIONER OF INDIAN AFFAIRS.

[Telegram.]

OFFICE INDIAN AFFAIRS,
Washington, D. C., May 28, 1880.

CRISSEY, *Agent, Herman, Minn:*

Chicago, Milwaukee and Saint Paul Railway Company have filed satisfactory map of definite location across Sisseton and Wahpeton Reservation. Secretary directs

that as soon as company performs all these things which they agreed to perform before commencing work, to allow work to proceed.

Charge Indian Office.

R. E. TROWBRIDGE,
Commissioner.

[Telegram.]

OFFICE INDIAN AFFAIRS,
Washington, D. C., May 29, 1880.

CRISSEY, *Ortonville, Minn.:*

Receive and forward for approval bond of Chicago, Milwaukee and Saint Paul road. Receive money for right of way and hold subject to order. Let them go on with their work.

Charge Indian Office.

R. E. TROWBRIDGE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., May 26, 1880.

SIR: I have the honor to submit herewith a map filed by the Chicago, Milwaukee and Saint Paul Railway Company, under the act of March 3, 1875, granting to railroads the right of way through the public lands of the United States, showing the line of route as surveyed, located, and adopted, of the Hastings and Dakota division of said railway company, commencing at the eastern boundary line of the Sisseton and Wahpeton Indian Reservation, in the Territory of Dakota, being a point in the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ Sec. 35, T. 122 N., R. 51 W., thence in a westerly direction across said reservation to a point in the western boundary line thereof, to wit, to a point in the SE. $\frac{1}{4}$ of fractional Sec. 21, T. 122 N., R. 53 W.

The treaty of February 19, 1867 (15 Stats., 505) under which the Sisseton and Wahpeton Indian Reservation was established, in article 2 cedes "to the United States the right to construct * * * railroads * * * as the interests of the Government may require * * * over any route or routes that may be selected by authority of the Government," &c.

The lands under the treaty are held by or for the Indians in severalty and are not, in my judgment, of a class concerning which any action can be taken by this office looking to the protection of the company in its right of way under the act of March 3, 1875, or otherwise. As the said lands are not subject to entry under the general laws, no instructions could be issued to hold the same for disposal subject to the right of way, as is done in the case of public lands. The map is executed in the prescribed form, and is accordingly submitted, without recommendation, for such action or instructions as you deem proper.

Meantime I retain a duplicate copy of the map filed by the company.

Very respectfully, your obedient servant,

J. A. WILLIAMSON,
Commissioner.

Hon. CARL SHURZ,
Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF INTERIOR,
May 28, 1880.

Respectfully referred to the Commissioner of Indian Affairs for report and expression of his views as to whether any reason exists why the map should not be approved.

A. BELL,
Assistant Secretary.

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Ortonville, Minn., May 27, 1880.

To R. E. TROWBRIDGE,
Commissioner Indian Affairs, Washington, D. C.:

Our Indians have voted to accept \$1.75 per acre for right of way for Traverse and Jamestown and Chicago, Milwaukee and Saint Paul roads through their reservation. Letter with particulars last Tuesday. Will await reply here. Chicago, Milwaukee and Saint Paul road is in great hurry to begin work at once.

CRISSEY, *Agent.*

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Ortonville, Minn., May 31, 1880.

To R. E. TROWBRIDGE,
Commissioner of Indian Affairs:

Yours of 29th repeated to railroad company. Have asked them to send me check for amount of land required at \$1.75 per acre and go on with the road. "Shall be at Herman Tuesday night next. Intend to start Goose to the Missouri the 7th June. Have written Agent Dougherty.

CRISSEY, Agent.

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Herman, Minn., June 3, 1880.

To R. E. TROWBRIDGE,
Commissioner of Indian Affairs:

Have received draft and bond, all papers from the Chicago, Milwaukee and Saint Paul Company. Will send my mail to you.

CRISSEY, Agent.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY,
GENERAL SOLICITOR'S OFFICE,
Milwaukee, May 31, 1880.

DEAR SIR: Mr. Merrill received your message this morning, and incloses to your order a draft for \$616.25, being the value of 352.14 acres of land to be used for right of way, the strip being 200 feet wide and 76.695 feet long. Also incloses you bond conditioned for the payment of such money, and also damages by fire or to stock. As I understand Commissioner Trowbridge's instructions in his telegram to you of the 29th, you are to receive our bond and forward to him for approval, and also to receive the money for right of way and hold subject to orders. Am I correct?

Respectfully, yours,

W. S. MILLIGAN.

Col. CHAS. CRISSEY,
United States Indian Agent, Sisseton Agency, Dak.

[Indorsement.]

SISSETON AGENCY, DAK., June 4, 1880.

Respectfully forwarded for approval of Indian Commissioner. Bond inclosed.
CHARLES CRISSEY,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR.
OFFICE INDIAN AFFAIRS,
Washington, June 15, 1880.

SIR: I have the honor to acknowledge the receipt, by your reference, for report, of a letter from the honorable Commissioner of the General Land Office, dated the 26th ultimo, submitting a map filed by the Chicago, Milwaukee and Saint Paul Railway Company, under the act of March 3, 1875, showing the line of route as surveyed, located, and adopted, of the Hastings and Dakota division of said railway company through the Sisseton and Wahpeton Reservation in Dakota Territory, and stating that in view of the provisions of said treaty relative to the construction of railroads and allotments of land in severalty to the Indians, the lands of the reservation are not, in his judgment, of a class concerning which any action can be taken by the General Land Office looking to the protection of the company in its right of way, under the said act or otherwise.

On the 1st April last I had the honor to report that, in my opinion, the right of way across the Sisseton and Wahpeton Reservation was sufficiently provided for by the treaty before referred to, and to recommend that upon the filing by the Chicago, Milwaukee and Saint Paul Railway Company of the appropriate maps showing the proposed route of its road through the reservation, location of depots, sidings, &c., and approval thereof by this Department, the said company be authorized to proceed with the construction of the road, on condition that the consent of the tribes should

first be obtained and a reasonable compensation paid to them for whatever tribal property might be taken, including right of way, ground for depots, sidings, &c., and that all Indians whose individual rights might be affected by reason of the passage of the road over lands allotted to them under the treaty and taking of their lands for station purposes and the like should also be duly compensated.

I had the honor further to report that by office letter of the 30th March last the local agent was directed to permit a preliminary survey to be made by the company, provided the Indians raised no objection.

By telegram of the 27th ultimo, addressed to this office (copy inclosed), confirmed by letter of the 24th ultimo (copy also inclosed), Agent Crissey reported that the Indians interested had had two councils, and had indicated their willingness to grant the right of way for a consideration of \$1.75 per acre for the lands taken; that said company had furnished him with a map of its proposed route, and desired permission to cross the reservation at once, west from Ortonville.

On the 28th ultimo, pursuant to Department instructions, Agent Crissey was notified by office telegram that said company had filed a satisfactory map of definite location, and that as soon as it performed all which it had agreed to do before commencing work to allow the work to proceed.

By office telegram of the 29th ultimo (copy inclosed), Agent Crissey was, in pursuance of like instructions, directed to receive and forward for approval the requisite bond from the Chicago, Milwaukee and Saint Paul Railway Company, to receive money for right of way, and hold the same subject to order, and to allow the work to proceed.

By telegram of the third instant, addressed to this office (copy inclosed), Agent Crissey reported that he had received draft and bond from said company.

On the 4th instant Agent Crissey, by indorsement on letter to him from the office of the general solicitor of said company, dated the 31st ultimo (copy inclosed), transmitted to this office the accompanying bond of the Chicago, Milwaukee and Saint Paul Railway Company, dated May 25, 1880, in the penal sum of \$10,000, conditioned for the due payment to the chiefs, headmen, or other individuals of the Sisseton and Wahpeton bands of Sioux Indians, or to their duly authorized agent, of the consideration money for the right of way at the rate aforesaid, and for the indemnifying said Indians against all losses to be hereafter sustained by them, individually or collectively, by reason of the killing or maiming of any domestic animals, as also of all losses or damages occasioned by fire from the locomotives or other agency of said railway company, after proof of loss to the United States Indian agent.

Annexed to said bond is the affidavit of D. J. Whittemore, chief engineer of said railway company, verifying the number of acres to be taken for the said right of way as aggregating 352.14 acres.

In view, therefore, of the facts as stated, I have the honor to recommend that the map of definite location as filed by the said railway company, together with said bond, be approved.

The letter of the Commissioner of the General Land Office and map accompanying the same are herewith returned.

Very respectfully, your obedient servant.

E. J. BROOKS,
Acting Commissioner.

The HON. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR.

June 22, 1880.

SIR: I return herewith the bond executed by the Chicago, Milwaukee and Saint Paul Railway Company on the 25th May last, to carry out the conditions therein set forth as to right of way for said railway through the Lake Traverse Indian Reservation, Dakota, it being defective in that it is made to the chiefs and headmen of the Sisseton and Wahpeton bands of Sioux, and not to the Secretary of the Interior in trust for said Indians.

I inclose a form of bond which you will please execute and return. This bond must be accompanied by a certified copy of authority under which the president and secretary of said Chicago, Milwaukee and Saint Paul Railway Company have executed said bond, and you will please furnish also, for the files of the Department, certified copy of articles of incorporation of the said Chicago, Milwaukee and Saint Paul Railway Company.

Very respectfully,

C. SCHURZ,
Secretary.

Hon. ALEX. MITCHELL,
President Chicago, Milwaukee and Saint Paul Railway Company, Milwaukee, Wis.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY,
GENERAL SOLICITOR'S OFFICE,
Milwaukee, July 17, 1880.

DEAR SIR: In accordance with the request contained in your favor of the 22d ultimo, to Hon. Alexander Mitchell, president Chicago, Milwaukee and Saint Paul Railway Company, I herewith return to you the draft of bond received from you, duly executed as requested. I also inclose herewith certified copy of the resolution authorizing the president and secretary to execute this bond; also certified copy of the articles of association of the Chicago, Milwaukee and Saint Paul Railway Company, together with the certificate of D. J. Whittemore, chief engineer of the company. The United States commissioner who took the acknowledgments has no official seal, and therefore none is affixed.

Yours, &c.

JONH W. CARY.

Hon. CARL SCHURZ,
Secretary of the Interior.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
October 13, 1882.

Respectfully referred to the Commissioner of Indian Affairs.

G. W. LOCKWOOD,
Chief Clerk.

[Inclosure No. 1.]

Know all men by these presents:

That we, the Chicago, Milwaukee and Saint Paul Railway Company, a corporation organized under the laws of the State of Wisconsin, and Alexander Mitchell and S. S. Merrill, both of the city of Milwaukee and State of Wisconsin, are held and firmly bound unto the United States of America in the penal sum of \$10,000, money of the said United States, to which payment well and truly to be made, unto the order of the Secretary of the Interior, in trust for the Sisseton and Wahpeton bands of Sioux Indians, we bind ourselves, our successors, assigns, heirs, executors, and administrators firmly by these presents.

Signed by the president of the Chicago, Milwaukee and Saint Paul Railway Company, and attested by the Secretary thereof under its seal, and signed with our hand and sealed with our seals this 17th day of July, in the year eighteen hundred and eighty.

The condition of this obligation is such that whereas the said Chicago, Milwaukee and Saint Paul Railway Company is desirous of constructing a line or lines of railway across the Lake Traverse Reservation in Dakota Territory, and the said Sisseton and Wahpeton bands of Sioux Indians, owners and residents of said reservation, have, in council assembled, given their consent to the construction of said line or lines of railway, upon the payment of \$1.75 per acre for each and every acre taken or used by said railway company, for its right of way depot grounds, or other purposes necessary to the operation of said railway, the strip of land to be used for its right of way not to exceed 200 feet in width across said reservation.

Now, therefore, if the above bounden, the said Chicago, Milwaukee and Saint Paul Railway Company, or their successors and assigns, shall well and truly pay or cause to be paid unto the order of the Secretary of the Interior, in trust for said Sisseton and Wahpeton bands of Sioux Indians, owners and residents of said reservation, the just and full sum of \$1.75 for each and every acre of land so taken or used by it, in the construction of its line or lines of railway across said reservation, and shall further pay or cause to be paid to the order of the Secretary of the Interior, in trust for the individuals of said Sisseton and Wahpeton bands of Sioux Indians, who shall hereafter sustain loss or damage by the killing or maiming of any domestic animals belonging to one or more of the said individuals, or to the said bands in common, by the trains of said railway, or if losses or damage occasioned by fire from the locomotives or other agency of the said railway company, the full value of such loss or damage, or of any other loss or damage sustained by said bands or individuals thereof, in consequence of the running of trains or operating the railway of said company, said loss or damage to be ascertained and appraised by a board of three persons, one to be selected by the Secretary of the Interior, one by said railway company, and the third by the two so selected, who shall be paid by said company, and report their awards to the Commissioner of Indian Affairs, said payment and performance of all the con-

ditions of this instrument to be made without any fraud or unnecessary delay, then this obligation to be void and of no effect; otherwise to remain in full force and virtue.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY COMPANY,

By ALEX. MITCHELL,
President.

[SEAL.]

Attest:

R. D. JENNINGS,
Secretary.

ALEX. MITCHELL,
S. S. MERRILL.

In presence of—

MELBERT H. CARY.
W. S. MILLIGAN.

J. K. MCC.

DEPARTMENT OF THE INTERIOR, *July 22, 1880.*

Approved.

A. BELL, *Acting Secretary.*

UNITED STATES OF AMERICA,

District of ———, ss:

Be it remembered that on this seventeenth day of July, in the year one thousand eight hundred and eighty, before me, Hugh Ryan, a United States commissioner duly appointed by the circuit court of the United States for the eastern district of Wisconsin, came Alexander Mitchell and R. D. Jennings, to me personally known, and also known to me to be, respectively, the president and secretary of the Chicago, Milwaukee and Saint Paul Railway Company, the corporation described in the foregoing instrument, who, being by me severally sworn, each for himself, did depose and say as follows: The said Alexander Mitchell, that he resided in the city of Milwaukee, Wisconsin; that he was president of the Chicago, Milwaukee and Saint Paul Railway Company, and that he executed the foregoing instrument as president of said company, by order of the board of directors thereof.

The said R. D. Jennings, that he resided in the city of Milwaukee, State of Wisconsin; that he was secretary of the Chicago, Milwaukee and Saint Paul Railway Company; that he knew the corporate seal of said company; that the seal affixed to the foregoing instrument was such corporate seal; that it was so affixed by order of the board of directors of said company, and that he signed his name thereto, by the like order, as secretary of said company.

Witness my hand the day and year aforesaid.

HUGH RYAN,
United States Commissioner.

[Inclosure No. 2.]

At a meeting of the board of directors of the Chicago, Milwaukee and Saint Paul Railway Company, held at the office of the company in the city of New York on the second day of July 1880, the following, among other proceedings, were had:

On motion of Mr. Burke, it was resolved that the president and secretary of this company be, and they are hereby, authorized to execute, in the name of this company, a bond in the penal sum of \$10,000, money of the United States, to the order of the Secretary of the Interior, in trust for the Sisseton and Wahpeton bands of Sioux Indians, conditioned that the Chicago, Milwaukee and Saint Paul Railway Company, or its successors and assigns, will well and truly pay to the order of the Secretary of the Interior, in trust for said Sisseton and Wahpeton bands of Sioux Indians, the just and full sum of \$1.75 for each and every acre of land taken or used by it in the construction of its line or lines of railway across said reservation, and will further pay to the order of said Secretary of the Interior, in trust for the individuals of said Sisseton and Wahpeton bands of Sioux Indians who may hereafter sustain loss or damage by the killing or maiming of any domestic animals belonging to one or more of said individuals, or to the said bands in common, by the trains of said railway, and will also pay the full value of any loss or damage occasioned by fire set by said trains, and any other loss or damage sustained by said bands or individuals thereof in consequence of the running of trains or operating the railway of said company. Said loss or damage to be ascertained and appraised by a board of three persons, one to be selected by the Secretary of the Interior, one by the said railway company, and the third by the two so selected.

I, R. D. Jennings, secretary of the Chicago, Milwaukee and Saint Paul Railway Company, do hereby certify the foregoing copy of resolution to be a true, correct, and examined copy thereof, from the book of records of said company.

Witness my hand and the corporate seal of said company, affixed at Milwaukee, this 17th day of July, 1880.

[SEAL.]

R. D. JENNINGS,
Secretary.

[Inclosure No. 3.]

Articles of association of the purchasers of the La Crosse and Milwaukee Railroad Company, to organize a corporation under the statute laws of Wisconsin, under the name of the Milwaukee and Saint Paul Railway Company.

Whereas that part of the La Crosse and Milwaukee Railroad, and the property, real and personal, described in the mortgage deed made by that company to Green C. Bronson, James T. Soutter, and Shepherd Knapp, dated December 31st, A. D. 1856, in trust to them to secure the payment of the indebtedness therein named and also described in a deed, executed by the same parties, supplemental to the mortgage deed in trust last above named, and dated January 28, A. D. 1858, both of which deeds are recorded in the office of the secretary of state for the State of Wisconsin, and copies thereof are on file in the district court of the United States for the district of Wisconsin, in the case of Bronson, Soutter, and Knapp, trustees, complainants, against the La Crosse and Milwaukee Railroad Company and others, defendants, to which copies, records, and files reference is here made for a more particular description of the property, real and personal, has been sold in pursuance of certain foreclosure proceedings had in the United States district court for the district of Wisconsin, on the complaint of said Green C. Bronson, James T. Soutter, and Shepherd Knapp, trustees under said mortgage deed of trust made by the said La Crosse and Milwaukee Railroad Company, dated December 31, A. D. 1856, and of a certain supplemental mortgage deed of trust, executed by the same parties, and dated January 28, 1858, to the records of which court, and to the proceedings had therein in said action, reference is here made for a more full and particular statement thereof.

And whereas the undersigned have purchased said road at said sale, and all its property, real and personal, franchises and privileges, as described in said deeds:

Now, therefore, be it known that we, the undersigned, purchasers as aforesaid, being desirous of forming a corporation under and by virtue of the laws of the State of Wisconsin, do hereby associate together for that purpose, and do hereby declare the following to be the certificate or articles of association, and we execute the same in duplicate, to the end that one may be filed in the office of the secretary of state for the State of Wisconsin, and the other to remain in the records of our corporation as a record of our corporate rights, privileges, and immunities.

First. Our corporate name shall be the Milwaukee and Saint Paul Railway Company.

Second. The number of directors shall be not less than nine or more than thirteen, and each director, from and after ninety days from this date, shall own at least one hundred shares of the capital stock of this corporation; and if, at any time, any director shall cease to own such amount, he shall be disqualified from being such director, and his office shall be from thenceforth vacant.

For the first year, and until others are chosen in their place, the following persons are the directors: Isaac Seymour, N. A. Cowdrey, Horace Galpin, William Gould, David M. Hughes, Frederick P. James, George Smith, all of New York; Asahel Finch and William H. White, both of Milwaukee.

Third. Our capital stock shall not exceed, except as hereinafter provided, \$4,200,000, divided into 42,000 shares, which said shares shall be subdivided as follows:

An amount not exceeding \$3,450,000, or 34,500 shares, shall be set apart and designated as "preferred stock," and the full sum of \$100 per share we hereby declare and acknowledge to be paid thereon, except on so much of this class as is hereinafter designated as "script preferred stock"; and on this script stock we hereby declare and acknowledge the sum of one dollar per share to be paid.

The balance of said capital stock of \$750,000, or 7,500 shares, shall be designated as common stock; and we hereby declare and acknowledge the full sum of one hundred dollars per share to have been paid thereon.

Of the said \$3,450,000 preferred stock, an amount not exceeding \$2,200,000 at par, or 22,000 shares, shall be set apart and designated as "script preferred stock"; the script preferred stock here named, or hereafter named, shall not, at any time, exceed the amount of outstanding mortgage bonds hereinafter named.

The script preferred stock shall not be subject to any assessment, and shall entitle the person in whose name it stands upon our books to all the rights and privileges of other stockholders, except that it shall not entitle the holder to any dividend or other profit or increase from the income or assets of this company.

It shall be issued in certificates of five and ten shares each, and shall accompany each mortgage bond of the company. The holder thereof shall have the right at any time within ten days after any dividend shall have been declared and become payable on the preferred stock, to make the script preferred stock attached to his bond full paid stock, upon the surrender to the company of the mortgage bond named by its number in his script certificate, and upon surrendering said script certificate and bond, he shall be entitled to receive therefor the same number of shares of preferred full-paid stock, and entitled to dividends.

The said preferred stock, except said scrip stock, shall be entitled to a dividend of 7 per centum per annum, from the net earnings of each current year, after payment of interest on all the mortgage bonds, if the company earn so much during the current year, and before the payment of dividends to any other class of stockholders; but the company may reserve a reasonable working capital or surplus, before the dividend shall be declared or paid on said preferred stock, which surplus shall not exceed, at any time, the aggregate sum of \$250,000 over and above the floating or unfunded debt, and the accrued interest on the mortgage bonds. If the net earnings of the company are not as much as 7 per cent. in any one year, then the said preferred stock shall receive for that year a dividend of whatever the said net earnings are after the payment of interest on the mortgage bonds, and the reasonable reserve for a working capital, as above described. Said preferred stock shall not have any claim upon the earnings of any other year for the non-payment of dividends of any preceding year.

And whenever the company earns sufficient over and above the payment of interest on the bonds and the reserve above named to pay a greater sum than 7 per cent. on said outstanding preferred stock; and 7 per cent. on the common stock, then said preferred stock shall share pro rata with the common stock in such earnings.

Fourth. The directors of the company shall have power to increase the said capital stock, as follows, viz: To acquire, by purchase or otherwise, either the road and property now known as the Eastern Division of the La Crosse and Milwaukee Railroad Company, or any bonds secured by mortgage thereon, the sum of \$4,000,000, which shall be subdivided as follows into the preferred stock named in the third article hereof, and in addition thereto, and as a part thereof, \$2,750,000, or 27,500 shares, of which \$2,000,000, or 20,000 shares, shall be designated as scrip preferred stock of the same class, and to be issued and used in the same manner as is provided in the third article hereof. The balance of said \$4,000,000 increase, \$1,250,000 or 12,500 shares, shall be in addition thereto, and as a part thereof, of the common stock, as provided in said third article.

And if at any time the directors deem it for the best interest of this company to acquire, by purchase or otherwise, the road and property now known as the Milwaukee and Western Railroad—commonly called the Watertown Road—or any bonds of said road secured by mortgage thereof, then, and to that end, and for the construction thereof from Columbus to Portage, and for other uses of the company, the directors are hereby authorized to increase the capital stock, and to issue the like amount of bonds, preferred stock, scrip stock, and common stock, as named in the previous paragraph of this article, and in addition thereto.

And if at any time the directors deem it for the interest of this company to acquire, by purchase or otherwise, the road or property now known as the Milwaukee and Horicon Railroad—or any bonds of said company, secured by mortgage of said road—then, and to that end, the directors are hereby authorized to increase the capital stock, and to issue it, in addition to the amounts previously stated, as follows, viz: of the preferred stock, \$800,000, or 8,000 shares, of which \$400,000, or 4,000 shares, shall be designated as scrip preferred stock of the same class, and to be issued and used in the same manner as is above provided; and to issue of the common stock, \$250,000 or 2,500 shares.

If at any time the directors deem it for the best interest of this company to acquire, by purchase or otherwise, the road or property of any railroad company, connecting with the railroad of this company, and which they are now or hereafter shall be authorized by the laws of Wisconsin to consolidate or join stock with; then, and to that end, the directors of this company are hereby authorized to increase and issue either or both classes of its capital stock, in addition to the amounts above provided, to an amount not exceeding the gross amount of the capital stock of the company acquired, consolidated, or joined stocks with.

Fifth. This corporation shall have all the powers, privileges, and immunities of railroad companies under the laws of Wisconsin; and especially to sue and be sued, to acquire, use and sell, bargain, lease, and convey all kinds of property, real and personal, necessary or convenient to operate, use, and maintain said railroad, or the part or the whole of any other railroad hereafter acquired by them within the State of Wisconsin. To make any by-laws for the government and management of the corporation, or its officers, not contrary to the laws of Wisconsin, or of the United States.

To make, have, and use a common seal, and the same to alter and renew at pleasure. And the said corporation is hereby invested with all the powers, privileges, and immunities which are necessary or convenient to carry into effect the purposes and objects of this corporation as herein expressed.

The said corporation is hereby authorized to take, transport, and carry property and persons by railway, by force and power of steam, or of animals, or of any mechanical or other power, or of any combination of them which said company may choose to apply, and from any part of the city of Milwaukee, to the Mississippi River, and to and across said river, and to and from all intermediate places. They are also author-

ized and empowered to lease, buy, purchase, receive, hold, use, sell, and convey all the property and franchises, furniture and equipments, real and personal, of the La Crosse and Milwaukee Railroad Company, the Milwaukee and Minnesota Railroad Company, the Milwaukee and Western Railroad Company, the Milwaukee and Horicon Railroad Company, or of any other railroad company to which either of the above named companies is or may be a successor; or with which this company may join stocks, or consolidate with; also the capital stock of either of them, and any or all mortgage bonds, or other evidences of debt made by either of them, and when purchased by this company, they shall have all the legal and equitable rights that the holders thereof had before their sale to this company.

Also to support, maintain, hold, use, sell, and convey one or more steam ferry-boats, to be used on the Mississippi River.

Also, to purchase, hold, use, sell, and convey upon this line of railway, or elsewhere, any materials, engines, cars, steam ferry-boats, or any other property, real or personal, necessary or convenient for this corporation, and for their use in transporting persons and property, to purchase, receive and hold, and to sell and convey such real estate as may be necessary and convenient in accomplishing the object for which this company is incorporated.

This company shall also have all the powers, rights, privileges, and equities which are or were had by the La Crosse and Milwaukee Railroad Company, to acquire, receive, hold, bargain, sell, and convey lands, and they shall also have power to purchase, acquire, receive, hold, bargain, grant, sell, and convey all or any part of the lands, or the appurtenances thereto, which have been heretofore, or shall hereafter be granted or donated by the United States to the State of Wisconsin, to aid in the construction of railroads in that State, or by either of them, to aid in building the road of this company, and also all rights, equities, or things whatsoever pertaining to said lands; and also to have, hold, bargain, and sell all claims, demands, or equities to said lands against the United States, the State of Wisconsin, or against any and all persons or corporations whatsoever.

Also, to fix, regulate, and receive the tolls and charges by them to be received for transportation of persons or property. The said corporation shall have power to build and construct any new line of railway necessary or convenient in straightening the old line, or in extending it so as to conform to the requirements of the charters of either of the companies herein named, or with the law of the State of Wisconsin, and to build or extend their line of railway in such manner and form, and to such place or places now or hereafter authorized by law, as the directors deem for the best interest of the company, but no expenditure shall be made for this purpose, unless it is from the surplus earnings of the company after providing for the payment of interest on all its mortgage debt, then outstanding.

Sixth. The corporation shall have power to issue bonds in sums of \$500 and \$1,000, to an amount not exceeding \$2,200,000, unless the company shall purchase or acquire either the said Eastern Division of the La Crosse and Milwaukee Railroad, or some or all of the bonds which are a lien thereon, known as first mortgage Eastern Division, City of Milwaukee mortgage, or the second mortgage so called of said Eastern Division, in which event the corporation is authorized to issue an additional amount of said bonds not exceeding \$2,000,000, and unless the corporation shall purchase or acquire the said Milwaukee and Western Railroad (commonly called the Watertown Road), or some or all of the bonds which are a first lien thereon, and shall build or undertake to build or extend said road from Columbus to Portage, in which event the corporation is authorized to issue an additional amount of said bonds not exceeding \$2,000,000, and unless the corporation shall purchase or acquire either the Milwaukee and Horicon Railroad, or some or all of the bonds which are a first lien thereon, in which event the corporation is authorized to issue an additional amount of said bonds not exceeding \$400,000.

All of said bonds shall bear an interest of not exceeding seven per centum per annum, the principal and interest payable in the city of New York, the interest semi-annually, the principal within thirty years from date; they shall also contain a provision that if the company make default in the payment of interest, or in the application of the sinking fund, as hereinafter provided, for six months, the principal shall thereupon become due without demand or notice.

The said corporation shall have power to secure the payment of all the bonds above authorized to be issued, by a mortgage or trust deed upon this franchise, and all the real and personal property of the company now owned or to be hereafter acquired by them, and to embrace the entire corporate property and all its franchises and privileges.

The mortgage shall also contain a provision for a sinking fund for the payment of said mortgage bonds, by which the new company shall obligate themselves to pay to the trustees of said mortgage bonds all such sums of money less the expenses of sales as shall be derived from the sale of any lands which may have been or shall hereafter be donated or granted by either the United States or the State of Wisconsin, to aid in

building this road, or that shall in any manner be acquired by this company. And said lands shall be fairly and equitably valued and classified by the company, or by such persons as they together shall appoint; and upon sale of said lands said mortgage bonds may be received at par, and accrued interest in payment therefor, and the bonds thus received in payment shall be immediately cancelled. The company shall keep a proper registry or account of all the bonds thus paid by them and the number or amount of bonds thus cancelled shall be reported by said company to the stockholders at each annual meeting, and said bonds shall be presented and shown at said meeting. And said trust deed shall contain all other reasonable and proper provisions for making said lands the most productive and available to the company, as a sinking fund for the payment of said bonds. The bonds secured by said mortgage shall be convertible, at the option of the holder, into the preferred stock, at any time within ten days after any dividend shall have been declared and become payable on said preferred stock.

The said mortgage, deed, and bonds shall be signed by the president or vice-president, and secretary, and the seal of the company shall be affixed thereto. And except as herein as expressly provided, the corporation shall have no power or authority to mortgage or otherwise encumber their property real or personal, unless the assent in writing of a majority in interest of the owners and holders of all the capital stock issued by said corporation shall be first had and obtained authorizing the same, and no assent shall be taken from agents or by proxy unless the power of attorney held by the agent or proxy shall expressly authorize such assent.

And in the event of this company acquiring the said Eastern Division of the La Crosse and Milwaukee Railroad, the said mortgage or trust deed shall also contain a provision requiring so many of the mortgage bonds above authorized to be issued as are reserved for the payment of the first mortgage Eastern Division, to be canceled from time to time as the present sinking fund on that mortgage shall have canceled off that mortgage.

The said mortgage or trust deed may also contain covenants and agreements authorizing the bond-holders to vote in all stockholders' meetings as follows: each \$100 of the principal of the outstanding bonds shall be entitled to one vote; and giving the bondholders the same pro rata voice in the management of the company with, and as if they were stockholders to the amount of their bonds.

Seventh. The immediate government and direction of the affairs of the company shall be vested in a board of not less than nine or more than thirteen directors; and after the period for which the present directors are designated expires, said directors shall be chosen by the stockholders of said company by ballot, at their annual meeting in each year, and shall hold their office until the next annual meeting of the company, or until others are duly elected and qualified to take their places as directors.

The preferred stockholders shall elect the directors until a dividend shall have been earned, declared, and paid on the common stock, and until then the common stockholders shall have no vote or voice in the election of directors.

The said directors shall elect one of their number president of the board, who shall also by virtue thereof be president of the company, and shall also elect a vice-president from one of their number. They shall also appoint a secretary and such other officers or agents as the necessity or convenience of the company requires.

A majority of the directors of the company shall constitute a quorum to do business; a less number may adjourn from time to time.

In all meetings of the stockholders of said company each share shall entitle the holder thereof to one vote, which vote may be given by said stockholder in person, or by lawful proxy. But this shall not authorize a common stockholder to have a vote for the choice of directors until a dividend has been paid on the common stock, as above provided.

In case it shall so happen that an election of directors shall not be made on the day appointed for that purpose, said corporation shall not for that cause be dissolved, but said election may be had on any day to which the stockholders shall adjourn, or which shall be appointed by the directors. And said directors shall have power to fill any vacancy which may occur in their board by death, resignation, or otherwise; also to add to their number so as not to exceed thirteen in all.

The said directors shall have power to make and prescribe such by-laws, rules, and regulations as they shall deem proper and needful touching the disposition and management of the stock, property, estate, and effects of said company, the transfer of shares, the duties and conduct of their officers, agents, and servants, all matters whatever which may appertain to the concerns of said company, not contrary to those established by the stockholders, or to this act, or to the laws of the State of Wisconsin or of the United States.

Also to petition and apply for any law of the State of Wisconsin in alteration hereof, but such law shall contain a clause requiring the same to be submitted to the stockholders for approval, upon which the validity of any alterations hereof shall depend.

Eighth. The signing of this certificate or articles of association is hereby declared to be a special meeting of the stockholders, and a vote, and the assent of the stockholders to borrow the money and to mortgage the road for the amount, as above set forth, and also to be a waiver of any notice required of the meeting on that subject.

Ninth. The certificates of stock issued by this company shall, upon their face, be made subject to all the terms and conditions of these articles of association.

Tenth. Upon the dissolution of this corporation, after the payment of all its debts, the remaining assets shall be divided among the different classes of stockholders, according to their preferences; that is to say, the preferred stock, except the scrip stock, shall be first paid in full, and the balance divided among the common stockholders pro rata. But this corporation shall not be dissolved by any act of the company without an affirmative vote of two-thirds of each class of stockholders.

Eleventh. These articles of association may be modified, altered, or amended at any annual or special meeting duly called, at which a majority in interest of each class of stockholders, shall be present, and voting in the affirmative. But no stockholder shall become liable to pay any money by any such action, unless he shall have voted therefor, or assented thereto.

Twelfth. Annual meetings of the stockholders for the choice of directors shall be held in the State of Wisconsin in the month of June in each year after 1864, which meeting shall be called by the directors, who shall specify the time and place for holding the same. And at least thirty days previous to each annual meeting the directors shall send through the post-office to each stockholder, to the address as shown by the company's books, a full and specific statement of all the business, acts, and doings of the corporation up to the 1st day of January preceding.

Witness our hands at the city of Milwaukee this 5th day of May, 1863.

WILLIAM WALLACE PRATT.
WM. HY. WHITE.

Filed May 5, 1863, 5 $\frac{1}{4}$ o'clock, p. m.

EDWARD ILLSLEY,
Assistant Secretary of State.

STATE OF WISCONSIN,
Secretary's Office.

The secretary of state of the State of Wisconsin hereby certifies that the foregoing has been compared with the original record in this office, and that the same is a true and correct copy thereof, and of the whole of such original.

In witness whereof I have hereunto set my hand and affix the great seal of the State, at the capitol, in Madison, this 14th day of February, A. D. 1877.

[SEAL.]

PETER DOYLE,
Secretary of State.

[Inclosure No. 4.]

STATE OF WISCONSIN,
County of Milwaukee, ss :

D. J. Whittemore, being duly sworn, deposes and says that he is the chief engineer of the Chicago, Milwaukee and Saint Paul Railway Company. That he has computed the number of acres to be taken or used for the right of way of said company, 200 feet in width across the southern portion of the Sisseton and Wahpeton Reservation in the Territory of Dakota, extending from the eastern border to the western border thereof, a map of which line has heretofore been filed with the honorable Secretary of Interior, and that the number of acres contained in said strip, belt, or piece of land is 352.14 acres.

D. J. WHITTEMORE.

Subscribed and sworn to before me this 25th day of May, A. D. 1880.

[SEAL.]

WILLIAM S. MILLIGAN,
Notary Public.

DEPARTMENT OF THE INTERIOR,
July 22, 1880.

Approved.

A. BELL,
Acting Secretary.

SISSETON AGENCY, DAKOTA,
July 5, 1880.

Hon. R. E. TROWBRIDGE,
Commissioner Indian Affairs, Washington, D. C. :

I forwarded for approval, about June 4th, a bond given by the Chicago, Milwaukee and Saint Paul Railroad Company, to indemnify the Indians of this reserve against

loss by fire or the killing of cattle by engines of said company, while operating said road across the reserve; also notifying the Department that I had received at the same time from the said company a draft for \$616.25, that amount being the price, at \$1.75 per acre, for the use of a right of way across the reserve, and asking what I should do with the money.

Will the Department please inform me at once if I shall hold it longer or send it to the Treasurer of the United States for the use of these Indians?

Very respectfully,

CHARLES CRISSEY,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 14, 1880.

SIR: I have the honor to state that I am in receipt of a communication from Agent Charles Crissey, of the Sisseton Agency, Dakota, under date of the 5th instant, informing me that he has received from the Chicago, Milwaukee and Saint Paul Railroad Company a draft for \$616.25 that amount being the price, at \$1.75 per acre, for the use of a right of way across the reservation, and asking instructions as to the disposition to be made of the money.

I have respectfully to call your attention to the fact that no written agreement was ever executed by the above-named railroad company with this Department, but owing to the urgency of the case, Agent Crissey was directed by this office, on the 29th of May last, per telegram, to receive and forward for approval bond of the Chicago, Milwaukee and Saint Paul Railroad, and to receive money for right of way and hold the same subject to order.

It is my understanding of this matter that it was your intention to have the draft for the money for said right of way made payable to the "Secretary of the Interior," to be expended under his direction for the benefit of the Indians of the Sisseton Agency.

If my views of your intention relative to this matter are correct, I would respectfully recommend that Agent Crissey be directed to make said draft for \$616.25 payable to the order of "the Secretary of the Interior," and to forward the same to this office for transmittal to you, after which the manner of its expenditure for the benefit of the Indians of the Sisseton Agency may be prescribed.

Very respectfully, your obedient servant,

E. J. BROOKS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, July 17, 1880.

SIR: Referring to your letter of the 14th instant, in relation to the sum of \$616.25 now in the custody of United States Indian Agent Crissey, being the amount paid by the Chicago, Milwaukee and Saint Paul Railroad Company, for the right of way, &c., across the Sisseton Indian Reservation in Dakota, you are directed to instruct the agent to make a draft for the sum named in favor of the Secretary of the Interior, and forward said draft to your office, for the action of the Department in determining its future disposal.

Very respectfully,

C. SCHURZ, *Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS,

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, July 23, 1880.

SIR: Referring to your letter of the 5th instant, wherein you ask instructions relative to the disposal of \$616.25, received by you from the Chicago, Milwaukee and Saint Paul Railroad Company for the right of way across the Sisseton Reservation, you are hereby directed to forward a draft for the amount drawn in favor of the Secretary of the Interior to this office, for the action of the Department in determining its future disposal.

Respectfully,

E. J. BROOKS,
Acting Commissioner.

CHARLES CRISSEY,
United States Indian Agent, Sisseton Agency, Dakota.

DEPARTMENT OF THE INTERIOR,
Washington, July 22, 1880.

SIR: I have this day approved the map of definite location of the Chicago, Milwaukee and Saint Paul Railway through the Sisseton and Wahpeton Reservation, Dakota; the bond executed by said railway company, under date of the 17th instant, in the sum of \$10,000, unto the order of the Secretary of the Interior, in trust for said Indians, and the sworn statement of the chief engineer of said Chicago, Milwaukee and Saint Paul Railway Company as to the quantity of lands of said reservation taken for the use of said road, being 352.14 acres.

You will please notify Mr. John W. Cary, general solicitor, Milwaukee, Wis., of the action of the Department.

Very respectfully,

A. BELL,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 31, 1880.

SIR: Under date of the 22d instant, I am advised by the honorable Secretary of the Interior that he has approved the map of definite location of the Chicago, Milwaukee and Saint Paul Railway through the Sisseton and Wahpeton Indian Reservation, Dakota, the bond executed by said railway company, under date of the 17th instant, in the sum of \$10,000, to the order of the Secretary of the Interior, in trust for said Indians, and the sworn statement of the chief engineer of said Chicago, Milwaukee and Saint Paul Railway Company as to the quantity of lands of said reservation taken for the use of said road, being 352.14 acres.

Very respectfully,

E. J. BROOKS,
Acting Commissioner.

JOHN W. CARY, Esq.,
General Solicitor Chicago, Milwaukee and Saint Paul Railway Company,
Milwaukee, Wis.

SISSETON AGENCY, DAKOTA, July 28, 1880.

SIR: I forward herewith, in reply to Department letter dated July 23, 1880, marked A, Sisseton C, 1,200 I, 420, 1880, instructing me to forward \$616.25 by draft in favor of Secretary of the Interior, money paid me by Chicago, Milwaukee and Saint Paul Railroad Company for, right of way across this reserve for railroad purposes, as per map and agreement on file at Department of the Interior.

The money being received by me in carrying out instructions, date April 9, 1880, marked L, Sisseton I, 187, 1880, I, 193, 1880, will the Department acknowledge receipt, &c.?

Very respectfully,

CHARLES CRISSEY,
United States Indian Agent.

Hon. R. E. TROWBRIDGE,
Commissioner Indian Affairs, Washington, D. C

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 11, 1881.

SIR: Referring to Department letter of the 17th July last in relation to the sum of \$616.25, paid Agent C. Crissey by the Chicago, Milwaukee and Saint Paul Railway Company for the right of way, &c., across the Sisseton Indian Reservation in Dakota, wherein this office was directed to instruct the agent to make a draft for the sum named in favor of the Secretary of the Interior and forward said draft to this office for the action of the Department in determining its future disposal, I have now the honor to inclose herewith a draft, No. 95,750, dated June 1, 1880, from Alex. Mitchell, president of the Wisconsin Marine and Fire Insurance Company Bank of Milwaukee, upon the Metropolitan Bank of New York, for the amount of \$616.25, payable to the order of Chas. Crissey, esq., United States Indian agent, and by him indorsed to Hon. Carl Schurz, Secretary of the Interior. Agent Crissey, who is at present in this city, states that the Indians for whose benefit this money is to be used, as stated

in the agreement made with them, desire to have the same expended in the purchase of stock cattle for them; and in order to obtain the payment of said draft, I would respectfully suggest that the same be forwarded to the late Secretary, with the request that the draft be made payable to Hon. S. J. Kirkwood, Secretary of the Interior, by the former's indorsement.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Sisseton Agency, Dakota, September 24, 1880.

Hon. COMMISSIONER INDIAN AFFAIRS:

The graders of the Chicago, Milwaukee and Saint Paul Railroad are at work on the edge of this reservation. I have no orders to allow them to proceed; if such have been given the company by the Secretary of the Interior, please inform me at once

CRISSEY,
Agent.

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 5, 1880.

CRISSEY,
Sisseton, via Herman, Minn.:

Chicago, Milwaukee and Saint Paul Railway Company having filed bond and paid for right of way, may be allowed to construct line across reservation as per agreement.

E. M. MARBLE,
Acting Commissioner.

[Telegram.]

THE WESTERN UNION TELEGRAPH COMPANY,
Sisseton Agency, Dak., October 1, 1880.

Hon. COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

SIR: I sent telegram to the Department with regard to the railroad graders being at work on this reservation under date of September 26, asking instructions. If the telegram has not been received will the Commissioner please inform me?

CRISSEY,
Agent.

DEPARTMENT OF THE INTERIOR,
Washington, May 19, 1881.

SIR: I inclose herewith the following described drafts, received from the railway companies noted, for right of way and use of lands upon the reservations indicated, and direct that the funds be expended for the equal benefit of the Indians in question, as in your judgment their best interests may require, namely:

Draft No. 63924, dated August 4, 1880, on the Metropolitan National Bank of New York City, in the sum of \$2,578.13, forwarded by J. W. Bishop, general manager of the Chicago, Saint Paul, Minneapolis and Omaha Line, for right of way, &c., of the Sioux City and Nebraska Railway Company over the Omaha and Winnebago Reservation, in the State of Nebraska, in accordance with agreements of 17th and 19th of April, 1880, the amount to be expended as follows, namely: for the members of the Omaha tribe \$1,294.79, and for the members of the Winnebago tribe \$1,283.34. (See 106 C. 1880, and 931 I. O. 1881.)

Draft No. 97240, dated August 7, 1880, in the sum of \$1,785.88, on the Metropolitan National Bank of New York City, forwarded by John W. Cary, general solicitor of Chicago, Milwaukee and Saint Paul Railway, for right of way, &c., of a branch of said road across the Sisseton and Wahpeton Reservation in Dakota; also, a further draft drawn by Alex. Mitchell, president, in favor of Chas. Crissey, United States

Indian agent of the Sisseton Agency, Dak., for right of way, &c., of the Chicago, Milwaukee and Saint Paul Railway Company across the Sisseton Reservation; said draft No. 95750, dated June 1, 1880, being on the Metropolitan National Bank of New York City, in the sum of \$616.25. (See 107 C. 1880, and 956 I. O. 1881.)

Said drafts are immediately available, being properly indorsed, and all papers transmitted by your office in connection therewith are herewith returned.

Very respectfully,

A. BELL,
Acting Secretary.
G. W. L.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY,
GENERAL SOLICITOR'S OFFICE,
Milwaukee, August 7, 1880.

SIR: Herewith I have the honor to hand you a map and duplicate thereof, with accompanying affidavits and certificate of location, showing the line of route of this company through a portion of the Sisseton and Wahpeton Reservation, commencing at a point on the eastern boundary of the reservation, being a point on such boundary line about 700 feet southwesterly from the northeast corner of fractional section 33, T. 124 N., R. 50 west, thence northwesterly to a point in the north line of section 16, T. 129 N., R. 54 west, about 1,000 feet east of the northwest corner of said section 16.

We do not at this time file a map showing the location through the entire reservation, for the reason that the last few miles have not yet been definitely located, but as soon as this is done we will prepare and forward maps showing the remainder of the line.

The accompanying affidavit of our chief engineer shows the number of acres in a strip or belt 200 feet wide, between the points named, and shown on the map to be 1,020½ acres, which at the price agreed upon by the Indians at their council several months ago (when the routes and prices were decided upon), at \$1.75 per acre, would amount to \$1,785.88, for which amount please find draft to your order.

We take it for granted that the bond of the company filed with your Department on the 17th ultimo, which the Acting Commissioner of Indian Affairs advises us, under date 31st ultimo, has been approved by you, will be all sufficient, and cover the line indicated by the accompanying map.

Will you please give this matter your earliest possible attention to place us in a position to proceed with the work; we are anxious to be in the field.

Very respectfully, yours,

JOHN W. CARY,
General Solicitor,
per W. T. M.

Hon. CARL SCHURZ,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 10, 1881.

SIR: I have the honor to inclose herewith for collection and deposit to my credit as Commissioner of Indian Affairs, check No. 95750, on Metropolitan National Bank, New York, for \$616.25; No. 97240, for \$1,785.88; total, \$2,402.13.

Please forward me proper certificates of deposit for the amount, and send me also blank check book.

Very respectfully,

H. PRICE,
Commissioner.

TREASURER UNITED STATES,
Washington, D. C.

UNITED STATES INDIAN SERVICE,
Sisseton Agency, Dak., October 2, 1882.

SIR: Agreement made between Indians of this reserve and Chicago, Milwaukee and Saint Paul Railroad Company, which was received at this office during the summer of 1880, from your office, was on file here on the 1st day of April last, and was being signed by the Indians of this reserve.

The fire which destroyed the warehouse on that date also destroyed the said agreement, and I would respectfully request that copy of the same be again forwarded me, in order to have the same signed by the Indians at as early a date as possible.

The annual issue of clothing will shortly take place and would be an excellent time for accomplishing the above work, as it will be the only time that the Indians will all be here during the year unless specially called together.

Very respectfully,

CHARLES CRISSEY,
United States Indian Agent.

HON. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 13, 1882.

SIR: With letter of August 7, 1880, you transmitted to this Department a map, with accompanying affidavits and certificates of location, showing the line of route of the Chicago, Milwaukee and Saint Paul Railway through a portion of the Sisseton and Wahpeton Reservation, commencing at a point on the eastern boundary of the reservation, being a point on such boundary line about 700 feet southwesterly from the northeast corner of fractional S. 33, T. 124 N., R. 50 west, thence northwesterly to a point in the north line of S. 16, T. 129 N., R. 54 west, about 1,000 feet east of the northwest corner of said section 16, aggregating 1,020½ acres, with a draft to the order of the Hon. Secretary of the Interior, for \$1,785.88, amount of consideration money payable in respect thereof, according to the terms agreed upon with the Indians—\$1.75 per acre.

You state in your letter as follows: "We do not at this time file a map showing the location through the entire reservation, for the reason that the last few miles have not yet been definitely located, but as soon as this is done we will prepare and forward maps showing the remainder of the line."

Will you please inform this office whether the remainder of the line has been located upon the reservation, and if so, forward a duly certified map thereof, for submission to the Department.

Your early reply will oblige; yours, respectfully,

H. PRICE,
Commissioner.

JOHN W. CARY, Esq.,
General Solicitor Chicago, Milwaukee and Saint Paul Railway Company,
Milwaukee, Wis.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., January 26, 1883.

SIR: Under date of the 13th October last, this office addressed a letter (copy inclosed) to you requesting certain information as to the location of your road upon the Sisseton and Wahpeton Indian Reservation, to which no answer has been received.

May I beg the favor of an early reply.

Very respectfully,

H. PRICE,
Commissioner.

JOHN W. CARY, Esq.,
General Solicitor Chicago, Milwaukee and Saint Paul Railway Company,
Milwaukee, Wis.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY,
GENERAL SOLICITOR'S OFFICE,
Milwaukee, February 3, 1883.

DEAR SIR: Your favor of October 13 was duly received, and was immediately referred to the Engineer's Department for data upon which to answer, but it was mislaid in the Engineer's Office, and was not returned with the requisite information until January 23 last, at which time I was informed that within a few days they would be able to furnish me with the requisite map to be filed in your office; and while waiting

for that, your letter of the 26th, inclosing copy of your former letter, was received. This is my excuse for not more promptly answering your request.

I am now informed by the engineer that he will within a day or two furnish me with the requisite map to be filed in your Department, and as soon as received I will forward it to you.

Respectfully yours, &c.,

JOHN W. CARY,
General Solicitor.

Hon. HIRAM PRICE,
Washington, D. C.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY COMPANY,
SECRETARY'S OFFICE,
Milwaukee, February 23, 1883.

SIR: I have the honor to transmit to you per express a map in triplicate, showing the location of the line of the branch of the Hastings and Dakota Division Extension of this company (known as the Whetstone Branch), through the remainder of the reservation of the Sisseton and Wahpeton Sioux Indians in Dakota Territory, commencing at a point to which maps have been heretofore filed and approved by the honorable Secretary of the Interior, namely, on the north line of sec. 16, T. 129 N., R. 54 W. of 5th P. M., 1,000 feet east of the northwest corner of said sec. 16, thence running northwesterly on a line curving southerly to a point on the west line of section 9, in said township and range, 940 feet north of the southwest corner of said section 9, thence on tangent to a point on the westerly boundary line of said reservation 3,240 feet southeasterly from the northwest corner of said reservation, a distance of 6.27 miles. Said map is forwarded for your approval.

I also inclose to you by mail a draft on New York to your order for \$266.11, being the amount agreed to be paid with said Indians. The strip of right of way 200 feet wide along the line, as indicated by the map, containing 152.06 acres, at \$1.75 per acre.

Will you have the kindness to acknowledge receipt of map and draft, and oblige, Yours, very respectfully,

P. M. MYERS,
Secretary.

Hon. HENRY M. TELLER,
Secretary of the Interior, Washington, D. C.

Draft inclosed to you by R. D. Jennings, esq., treasurer of this company.

P. M. M.

M.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
March 9, 1883.

Respectfully referred to the Commissioner of Indian Affairs for report.

M. L. JOSLYN,
Assistant Secretary.

CHICAGO, MILWAUKEE AND SAINT PAUL RAILWAY,
TREASURER'S OFFICE,
Milwaukee, March 3, 1883.

I hand you herewith draft on Metropolitan National Bank, New York, for \$266.11, in payment of your account for right of way across Indian reservation, Dakota Territory.

Please date, sign, and return the inclosed receipt.

Respectfully,

R. D. JENNINGS,
Treasurer.

Hon. HENRY M. TELLER,
Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., March 9, 1883.

SIR: The Department is in receipt of two communications from your company, one, dated the 28th ultimo, inclosing map of location of line of the Hastings and Dakota

division extension of your company's road through the remainder of the Sisseton and Wahpeton Indian Reservation; the other, dated the 3rd instant, inclosing draft for \$266.11, in payment on account of said right of way, embracing in the aggregate 152.06 acres, at \$1.75 per acre, the price agreed upon by the Indians therefor.

It appears that this right of way has been secured by you under the provisions of the second article of the treaty of February 19, 1867 (15 Stat., 506), whereby the said Indians "cede to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines, and such other public improvements as the interest of the Government may require, over and across the lands claimed by said bands, including their reservation as hereinafter designated over any route or routes that may be selected by authority of the Government."

The map has this day been referred to the Indian Bureau for examination and report. When the report is received further action will be taken as to the draft.

Very respectfully,

H. M. TELLER,
Secretary.

P. M. MYERS, Esq.,
*Secretary of Chicago, Milwaukee and Saint Paul Railway Company,
Milwaukee, Wis.*

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
March 17, 1883.

SIR: Referring to Department letter to this office of July 22, 1880, I have the honor to request, that the two maps of definite location of the Hastings and Dakota Division of the Chicago, Milwaukee and Saint Paul Railway, upon the Sisseton and Wahpeton Reservation, now on file in the General Land Office, be temporarily returned to this office, in order that copies thereof may be made for use in connection with a new agreement with the Sisseton and Wahpeton Indians for right of way for said railway, now being prepared, the papers originally sent out for signature having been accidentally destroyed by fire at the agency.

Very respectfully, your obedient servant.

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
GENERAL LAND OFFICE,
Washington, D. C., March 31, 1883.

SIR: I am in receipt, through reference by the Assistant Secretary on the 19th instant, of a letter from the Commissioner of Indian Affairs, requesting that the two maps of definite location of the Hastings and Dakota Division of the Chicago, Milwaukee and Saint Paul Railway through the Sisseton and Wahpeton Reservation, now on file in this office, be temporarily returned to his office, in order that copies thereof may be made for use in connection with an agreement with the Indians for right of way.

In reply I transmit herewith the said maps. I have the honor to request that the maps be returned to this office when no longer needed for the purpose mentioned.

Very respectfully,

N. C. MCFARLAND,
Commissioner.

Hon. H. M. TELLER, *Secretary of the Interior.*

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 3, 1883.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. EWING,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 20, 1883.

SIR: Referring to your letter of the 2d October last, stating that the agreement between the Indians of your agency and the Chicago, Milwaukee and Saint Paul Railway Company, for right of way across the Lake Traverse Reserve, sent you for signature in the summer of 1880, was destroyed by a fire which took place at the agency in April, 1882, during process of signature by the Indians, and requesting that a duplicate thereof be forwarded, I have by this mail transmitted to you a new agreement for the signature of the Indians.

You will observe that this agreement not only covers the right of way for the Hastings and Dakota Division of said railway, due west from Ortonville, but also the Whetstone Branch of said division, running through the reserve in a northwesterly direction, the final map of definite location whereof has only recently been filed in this Department.

The area of ground covered by the right of way on these routes is as follows:

	Acres.
Hastings and Dakota Division, due west road.....	352.14
Whetstone Branch	1,172.56
Total	1,524.70

which on the basis of \$1.75 per acre, the price stipulated for by the Indians at their council held May 27, 1880, produces an aggregate of \$2,668.24, the consideration money named in the agreement. Of this amount the sum of \$2,402.13 has been deposited in the United States Treasury, and the Secretary of the Interior holds a draft for the balance or sum of \$266.11, the entire amount to be available for the use and benefit of the Sisseton and Wahpeton Indians occupying said reserve, as soon as the agreement is ratified by Congress.

In accordance with your verbal suggestion made when here, I have introduced a clause in the agreement giving the railway company the privilege of selecting station grounds upon its lines of road running through the reserve should it hereafter desire to do so, from the unoccupied lands, in quantity not exceeding 20 acres for each station, and not more than one station in every 10 miles, upon the same terms of compensation as already provided for in regard to the right of way, subject always to the requirements and approval of the Secretary of the Interior.

After having carefully explained the provisions of the agreement, you will cause the same to be signed in the presence of three or more witnesses by the chiefs, headmen, and heads of a majority of families of the Sisseton and Wahpeton bands of Sioux Indians occupying or interested in the lands of the Lake Traverse Reserve, in regular rotation on the sheets prepared and numbered for that purpose appended to the agreement. After all the signatures are affixed, write the word "witnesses" at the foot, and let the witnesses append their names. After this fill in and sign the certificates of the interpreter and yourself, which sufficiently explain themselves. Be careful to supply all blanks before signature, and return the agreement when completed to this office. I inclose some blank sheets for signatures in case more are required.

Please acknowledge receipt of agreement and of these instructions.

Very respectfully,

H. PRICE,
Commissioner.

CHARLES CRISSEY, Esq.,
United States Indian Agent, Sisseton Agency, Dak.

[Inclosure.]

Whereas by the second article of the treaty between the United States and the Sisseton and Wahpeton bands of Dakota or Sioux Indians, concluded February 19, 1867, duly ratified and proclaimed (Statutes at Large, vol. 15, p. 505, &c.), the said bands of Indians ceded to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines, and such other public improvements as the interest of the Government might require over and across the lands claimed by said bands, including their reservation as thereafter designated, to wit: "Beginning at the head of Lake Traverse and thence along the treaty line of the treaty of 1851 to Kampeska Lake; thence in a direct line to Reipan or the northeast point of the Coteau des Prairies, and thence passing north of Skunk Lake on the most direct line to the foot of Lake Traverse, and thence along the treaty line of 1851 to the place of beginning"—over any route or routes that might be selected by authority of the Government; and

Whereas the Chicago, Milwaukee and Saint Paul Railway Company, a corporation organized under the laws of the State of Wisconsin, duly authorized and empowered by the legislature of the Territory of Dakota to extend its line of road and branches through said Territory, some time since applied to the Secretary of the Interior for

permission to survey and construct a line or lines of railroad through said reservation, which said permission was in exercise of the right reserved to the United States under said treaty provisions granted upon condition that the consent of the Indians to the construction of the road should first be obtained and a reasonable compensation paid to them by said company for the right of way and other privileges required; and

Whereas the said Sisseton and Wahpeton Indians, in council assembled, on the 27th day of May, 1880, resolved to accept at and after the rate of \$1.75 per acre as compensation to them in respect of such lands as should thereafter be required by said railway company for a right of way not exceeding 200 feet in width across said reservation; and

Whereas the said Chicago, Milwaukee and Saint Paul Railway Company did on or about the 26th day of May, 1880, file in the Department of the Interior a map showing the definite location of the Hastings and Dakota Division of said railway, commencing at the eastern boundary line of the Sisseton and Wahpeton Reservation in the Territory of Dakota, being a point in the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of Sec. 35, T. 122 N., R. 51 W., thence in a westerly direction across said reservation to a point in the western boundary line thereof, to wit, to a point in the SE. $\frac{1}{4}$ of fractional section 21, T. 122 N., R. 53 W., which said map of definite location was approved by the Secretary of the Interior on the 22d day of July, 1880, and said company has since constructed its railroad upon said line of route, and the same is now and for some time past has been in active operation; and

Whereas the said Chicago, Milwaukee and Saint Paul Railway Company did afterwards, on or about the 11th day of August, 1880, file in the Department of the Interior a map showing the definite location of the line of route of a branch of the Hastings and Dakota Division extension of said railway (known as the Whetstone Branch) through a further portion of the said Sisseton and Wahpeton Reservation aforesaid, viz: Commencing at a point on the eastern boundary line of said reservation, being a point on such boundary line about 700 feet southwesterly from the northeast corner of fractional section 33, T. 124 N., R. 50 W., thence northwesterly to a point in the north line of Sec. 15, T. 129 N., R. 54 W., about 1,000 feet east of the northwest corner of said Sec. 16, a distance of 42.1 miles; and said company has also partially constructed its road upon this last-mentioned line of route, and the same is now in active operation as far as the Sisseton Agency; and

Whereas the said Chicago, Milwaukee and Saint Paul Railway Company did afterwards, on or about the 8th day of March, 1883, file in the Department of the Interior a map showing the definite location of the line of the said branch of the Hastings and Dakota Division extension of said railway (known as the Whetstone Branch) through the remainder of said reservation as follows, viz: Commencing at a point on the north line of Sec. 16 T. 129, N., R. 54 W., 1,000 feet east of the northwest corner of said Sec. 16, thence running northwesterly on a line curving southerly to a point on the west line of Sec. 9 in said township and range, 940 feet north of the southwest corner of said Sec. 9, thence on tangent to a point on the western boundary line of said reservation 3,240 feet southeasterly from the northwest corner of said reservation, a distance of 6.27 miles:

Now, therefore, for the purpose of evidencing the consent of the said Sisseton and Wahpeton Indians to the right of way hereinbefore mentioned, this agreement, made this — day of —, A. D. 1883, between the chiefs, headmen, and heads of a majority of families of the Sisseton and Wahpeton Indians, occupying or interested in the lands of the Lake Traverse Reserve in the Territory of Dakota, and acting under the supervision and by and with the consent and approval of the Secretary of the Interior, parties of the first part, and the Chicago, Milwaukee and Saint Paul Railway Company, party of the second part, witnesseth: That for and in consideration of the sum of \$2,668.24 lawful money of the United States in hand paid by the Chicago, Milwaukee and Saint Paul Railway Company to the Secretary of the Interior, for the use and benefit of said Indians, they, the said Indians, parties of the first part, do hereby consent and agree that the said railway company, party of the second part, its successors and assigns, shall have a right of way extending over and across the Sisseton and Wahpeton (or Lake Traverse) Reservation in the several directions hereinafter mentioned, that is to say:

1. A strip of land not exceeding two hundred feet in width, commencing at the eastern boundary line of said reservation, being a point in the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of S. 35, T. 122 N., R. 51 W., thence in a westerly direction across said reservation to a point in the western boundary line thereof, to wit, to a point in the SE. $\frac{1}{4}$ of fractional section 21, T. 122 N., R. 53 W., as the same is laid down on the said map of definite location thereof, hereinbefore referred to, said strip of land to be used as a right of way and road-bed for the Hastings and Dakota Division of said railway, and for no other purpose, and containing in the whole 352.14 acres.

2. A strip of land not exceeding 200 feet in width, commencing at a point on the eastern boundary line of said reservation, being a point on such boundary line about

700 feet southwesterly from the northeast corner of fractional section 33, T. 124 N., R. 50 W., thence northwesterly to a point in the north line of Sec. 16, T. 129 N., R. 54 W., about 1,000 feet east of the northwest corner of said Sec. 16, thence running northwesterly on a line curving southerly to a point on the west line of Sec. 9 in said township and range, 940 feet north of the southwest corner of said Sec. 9, thence on tangent to a point on the western boundary line of said reservation 3,240 feet southeasterly from the northwest corner of said reservation, a total distance of 48.37 miles or thereabouts, as the same appears on the said two several maps of definite location hereinbefore referred to; said strip of land to be used as a right of way and road-bed for the Whetstone Branch of the Hastings and Dakota Division extension of said railway, and for no other purpose, and containing in the whole 1,172.56 acres.

And the said Chicago, Milwaukee and Saint Paul Railway Company for itself, its successors, and assigns, hereby covenants and agrees that it will not at any time give any license, permission, or countenance to any person or persons to keep, sell, barter, dispose of, or give away any spirituous, vinous, fermented, or intoxicating liquors of any kind on any of its right of way or station grounds hereinafter provided for within the boundaries of said reservation, but on the contrary will use its influence and authority to prevent any such use or traffic in any of such liquors; also that it will at all times observe, aid, and assist in the enforcement of the Indian intercourse laws, and the rules and regulations prescribed or to be prescribed from time to time by the Secretary of the Interior for the benefit and protection of the said Indians.

And the said Indians, parties of the first part, hereby solemnly promise and agree for themselves and their tribe that they will at all times protect said railway company, its successors and assigns, its passengers, employés, and property, in the peaceful construction, maintenance, and operation of its several roads upon the said reservation.

Lastly, it hereby stipulated and agreed that if at any time hereafter the said railway company, its successors or assigns, shall require the use and occupation of additional grounds for depot or station purposes, on either of its lines of road within said reservation, said company, its successors or assigns, shall be privileged to select the same from the unoccupied lands of the reserve in quantity not exceeding twenty acres for each station, and not more than one station in every 10 miles, upon the same terms of compensation as hereinbefore provided for the right of way hereby agreed to, subject always to the requirements and approval of the Secretary of the Interior.

This agreement is made subject to ratification by the Congress of the United States.

Executed at the Sisseton Agency, Dakota, this — day of —, A. D. 1883.

The foregoing agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen, and heads of a majority of families of the Sisseton and Wahpeton Indians, occupying or interested in the lands of the Lake Traverse Reservation in the Territory of Dakota, do hereby consent and agree to all the provisions and stipulations therein contained

Witness our hands and seals at the Sisseton Agency, Dakota, the day and year last aforesaid.

UNITED STATES INDIAN SERVICE,
Sisseton Agency, May 3, 1883.

SIR: I have the honor to acknowledge the receipt of an agreement for signature between the Indians of this agency and the Chicago, Milwaukee and Saint Paul Railway Company, for right of way across this reservation.

Very respectfully,

CHARLES CRISSEY,
United States Indian Agent.

Hon. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 20, 1883.

SIR: You will please return the agreement between the Sisseton and Wahpeton Indians, and the Chicago, Milwaukee and Saint Paul Railway Company sent you on 20th April last, without taking further action, some modification in the form thereof having become necessary owing to a recent ruling of the Department.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

CHARLES CRISSEY, Esq.,
United States Indian Agent, Sisseton Agency, Dak.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 27, 1883.

SIR: Referring to office letter of the 20th ultimo, directing the return for modification of the form of agreement between the Sisseton and Wahpeton Indians, and the Chicago, Milwaukee and Saint Paul Railway Company, for right of way across the Sisseton Reserve, which was sent you for signature by the Indians on the 20th April last, I now inclose a new form of instrument, which you will have carefully explained to the Indians, and signed by the chiefs, headmen, heads of families, and others, so as to constitute a majority of all the adult male members of the Sisseton and Wahpeton bands of Dakota or Sioux Indians, occupying or interested in the Lake Traverse reserve.

Under section 2116 Revised Statutes United States, relating to purchases or grants of land, or of any title or claim thereto from Indians, it is held by the Department that a railway company cannot be made a party to an agreement for right of way, &c. Hence the form of the instrument is unilateral and dependent upon certain conditions to be performed by the railway company, in the deposit with this Department of the full amount of consideration money, say \$2,668.24, as stated in my letter of the 20th July last, and to which I refer you for instruction as to the manner of execution by the Indians.

It is desirable to have the document signed by the Indians and returned as early as possible, in order that it may be presented to Congress for ratification at the coming session, should the Department decide that it is necessary to do so.

Very respectfully,

H. PRICE,
Commissioner.

CHARLES CRISSY, Esq.,
United States Indian Agent, Sisseton Agency, Dak.

[Enclosure.]

Whereas by the second article of the treaty between the United States and the Sisseton and Wahpeton bands of Dakota and Sioux Indians, concluded February 19, 1867, duly ratified and proclaimed (Statutes at Large, vol. 15, page 505, &c.), the said bands of Indians ceded to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines and such other public improvements as the interest of the Government might require over and across the land, claimed by said bands, including their reservation as hereinafter designated, to wit: "Beginning at the head of Lake Traverse and thence along the treaty line of the treaty of 1851 to Kapeska Lake; thence in a direct line to Keipan or the northeast point of the Co-teau des Prairies, and thence passing north of Skunk Lake on the most direct line to the foot of Lake Traverse, and thence along the treaty line of 1851 to the place of beginning," over any route or routes that might be selected by authority of the Government; and

Whereas the Chicago, Milwaukee and Saint Paul Railway Company, a corporation organized under the laws of the State of Wisconsin, duly authorized and empowered by the legislature of the Territory of Dakota to extend its line of road and branches through said Territory, some time since applied to the Secretary of the Interior for permission to survey and construct a line or lines of railroad through said reservation, which said permission was, in exercise of the right reserved to the United States under said treaty provisions, granted upon condition that the consent of the Indians to the construction of the road should first be obtained and a reasonable compensation paid to them by said company for the right of way and other privileges required; and

Whereas the said Sisseton and Wahpeton Indians, in council assembled, on the 27th of May, 1880, resolved to accept at and after the rate of \$1.75 per acre as compensation to them in respect of such lands as should thereafter be required by said railway company for a right of way not exceeding two hundred (200) feet in width across said reservation; and

Whereas the said Chicago, Milwaukee and Saint Paul Railway Company did, on or about the 26th of May, 1880, file in the Department of the Interior a map showing the definite location of the Hastings and Dakota division of said railway, commencing at the eastern boundary line of the Sisseton and Wahpeton reservation in the Territory of Dakota, being a point in the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of S. 35, T. 122 N., R. 51 W., thence in a westerly direction across said reservation to a point in the western boundary line thereof, to wit, to a point in the SE. $\frac{1}{4}$ of fractional section 21, T. 122 N., R. 53 W., which said map of definite location was approved by the Secretary of the Interior on the 23d day of July, 1880, and said company has since constructed its railroad upon said line of route, and the same is now and for some time past has been in active operation; and

Whereas the said Chicago, Milwaukee and Saint Paul Railway Company did after-

wards, on or about the 11th day of August, 1880, file in the Department of the Interior a map showing the definite location of the line of route of a branch of the Hastings and Dakota division extension of said railway (known as the Whetstone Branch) through a further portion of the said Sisseton and Wahpeton Reservation aforesaid, viz: Commencing at a point on the eastern boundary line of said reservation, being a point on such boundary line about 700 feet southwesterly from the northeast corner of fractional section 33, T. 124 N., R. 50 W., thence northwesterly to a point in the north line of Sec. 16, T. 129 N., R. 54 W., about one 1,000 feet east of the northwest corner of said Sec. 16 a distance of 42.1 miles; and said company has also partially constructed its road upon this last-mentioned line of route and the same is now in active operation as far as the Sisseton Agency; and

Whereas the said Chicago, Milwaukee and Saint Paul Railway Company did afterwards, on or about the 8th day of March, 1883, file in the Department of the Interior a map showing the definite location of the line of the said branch of the Hastings and Dakota division extension of said railway (known as the Whetstone Branch) through the remainder of said reservation as follows, viz: Commencing at a point on the north line of S. 16, T. 129 N., R. 54 W., 1,000 feet east of the northwest corner of said S. 16, thence running northwesterly on a line curving southerly to a point on the west line of S. 9 in said township and range, 940 feet north of the southwest corner of said S. 9, thence on tangent to a point on the western boundary line of said reservation 3,240 feet southeasterly from the northwest corner of said reservation, a distance of 6.27 miles:

Now, therefore, for the purpose of evidencing the consent of the said Sisseton and Wahpeton Bands of Dakota or Sioux Indians to the right of way hereinbefore mentioned, we, the undersigned chiefs, headmen, heads of families, and others, constituting a majority of all the adult male Indians of the Sisseton and Wahpeton Bands of Dakota or Sioux Indians occupying or interested in the lands of the Lake Traverse Reserve in the Territory of Dakota, and acting under the supervision and by and with the consent and approval of the Secretary of the Interior, do hereby consent and agree that, upon payment by the Chicago, Milwaukee and Saint Paul Railway Company, its successors or assigns, to the Secretary of the Interior, for the use of our said bands of Indians, of the sum of \$2,668.24, lawful money of the United States (being at and after the rate of \$1.75 per acre in respect of the lands hereinafter mentioned), the said Chicago, Milwaukee and Saint Paul Railway Company, its successors and assigns, shall have and be entitled to a right of way extending over and across the Sisseton and Wahpeton (or Lake Traverse) Reservation, in the several directions hereinafter mentioned; that is to say:

1. A strip of land, not exceeding 200 feet in width, commencing at the eastern boundary line of said reservation, being a point in the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of Sec. 35, T. 122 N., R. 51 W., thence, in a westerly direction, across said reservation to a point in the western boundary line thereof, to wit, to a point in the SE. $\frac{1}{4}$ of fractional Sec. 21, T. 122 N., R. 53 W., as the same is laid down on the said map of definite location thereof, hereinbefore referred to, said strip of land to be used as a right of way and road bed for the Hastings and Dakota Division of said railway, and for no other purpose, and containing in the whole 352.14 acres.

2. A strip of land, not exceeding 200 feet in width, commencing at a point on the eastern boundary line of said reservation, being a point on such boundary line about 700 feet southwesterly from the northeast corner of fractional section 33, T. 124 N., R. 50 W., thence northwesterly to a point in the north line of Sec. 16, T. 129 N., R. 54 W., about 1,000 feet east of the northwest corner of said Sec. 16, thence running northwesterly on a line curving southerly to a point on the west line of Sec. 9, in said township and range, 940 feet north of the southwest corner of said Sec. 9, thence on tangent to a point on the western boundary line of said reservation 3,240 feet southeasterly from the northwest corner of said reservation, a total distance of 48.37 miles, or thereabouts, as the same appears on the said two several maps of definite location, hereinbefore referred to; said strip of land to be used as a right of way and road bed for the Whetstone Branch of the Hastings and Dakota Division extension of said railway, and for no other purpose, and containing in the whole 1,172.56 acres, together with the free and unmolested right in said railway company, its successors or assigns, to construct, operate, and maintain a line of railroad through said reservation between the points aforesaid, subject nevertheless to the due observance of the Indian intercourse laws and the regulations prescribed, or from time to time to be prescribed, by the Secretary of the Interior for the benefit and protection of the Indian tribes.

We do further undertake and agree that if at any time hereafter the said railway company, its successors or assigns, shall require the use and occupation of additional grounds for depot or station purposes on either of its lines of road within said reservation, said company, its successors or assigns, shall be privileged to select the same from the unoccupied lands of the reserve, in quantity not exceeding twenty acres for each station, and not more than one station in every 10 miles, upon the same terms of compensation as hereinbefore provided for the right of way hereby agreed to, subject

always to the requirements and approval of the Secretary of the Interior for the time being.

Executed at the Sisseton Agency, Dak., this — day of —, A. D. 1883.

The foregoing instrument having been fully explained to us in open council, we, the undersigned chiefs, headmen, heads of families, and others, constituting a majority of all the adult male Indians of the Sisseton and Wahpeton Bands of Dakota or Sioux Indians occupying or interested in the lands of the Lake Traverse Reservation, in the Territory of Dakota, do hereby consent and agree thereto.

Witness our hands and seals at the Sisseton Agency, Dak., the day and year last aforesaid.

DEPARTMENT OF THE INTERIOR,
Washington, September 20, 1883.

SIR: Your letter of March 3, 1883, inclosing draft for \$266.11, in payment on account of right of way for your road across the Sisseton and Wahpeton Indian Reservation in Dakota, was received, and reply on the subject was addressed to P. M. Myers, esq., of your company, on the 9th of the same month, informing him that the map forwarded had been referred to the Indian Bureau for examination and report, and that when report is received further action would be taken as to the draft.

It now appears that the agreement for the right of way in question, which was in process of execution by the Indians, was destroyed by fire, and new papers on the subject are now being prepared.

As the Department is not ready to receive the money, the draft is returned herewith. Your company will be called on for the money when the transaction shall be perfected.

Please acknowledge receipt of this letter.

Very respectfully,

H. M. TELLER,
Secretary.

R. D. JENNINGS, Esq.,

Treasurer Chicago, Milwaukee and Saint Paul Railway, Milwaukee, Wis.

UNITED STATES INDIAN SERVICE,
Sisseton Agency, November 3, 1883.

SIR: I have the honor to report that among the files of this agency, when I took charge of it, I found a contract for right of way for the Chicago, Milwaukee and Saint Paul Railway awaiting signature by the chiefs, headmen, and heads of families.

After acquainting myself with its contents I had it translated into Dakota, and called the attention of the chiefs and headmen to it when they called on me from time to time, and told them I should present it for signature at the annual issue. Gabriel Renville, who claims to be the principal chief, promised me to favor the signing and make a speech to the people in behalf of the railway contract.

When the issue came, however, he, with the headmen, held a caucus upon the subject, and decided to refuse to sign the contract and advised the people (privately) not to sign. I had my interpreter read the contract in Dakota to the people and invited them to sign; but, seeing the current was against it, did not press the matter.

The ground taken by Gabriel and the headmen is the old one, that they do not understand the paper, and therefore will not sign. They raise three points:

1st. They understood the tenure of the railway company to be in the nature of a "loan," as they express it, or a lease, as I understand them to mean.

2d. They think this should contain a limitation, and say they have looked in vain for the number of years this contract is to run, &c.

3d. They object *in toto* to the amount of land (twenty acres) which is placed as a limit for depot purposes, and say it was ten acres until changed, as they allege, by Agent Crissey.

In my opinion there is no misunderstanding about the 1st and 2d items with the headmen. There may have been a misunderstanding created in the first place by imperfect explanations to the Indians of the term right of way, but that has been explained so often that no excuse remains now.

About the third item there was a bad impression created by an inadvertence on the part of Rev. Mr. Ashley, P. E. Missionary, who acted for Agent Crissey as interpreter in this case.

He read to the people your letter of instructions of April 20, 1883, and on the fourth page you mention that "in accordance with your verbal suggestion," &c., certain changes were made. This was seized upon by certain persons, and they are fully convinced that their rights are being tampered with by some one.

However, from some conversation had recently with Gabriel, I am led to believe that the delay on his part at least is in the hope of getting some personal recognition and perhaps fees from the railway officials.

Very respectfully, your obedient servant,

BENJ. W. THOMPSON,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 13, 1883.

SIR: Referring to your letter of the 3d instant, reporting the refusal of the Indians of your agency to sign the agreement for right of way to the Chicago, Milwaukee and Saint Paul Railway through the Sisseton Reserve, I beg to call your attention to the following facts in connection therewith:

First. That a right of way for railroads through the reserve is provided for by the treaty of February 19, 1867.

Second. That on May 27, 1880, these Indians in council consented to a right of way for the Chicago, Milwaukee and Saint Paul Railway, upon payment of \$1.75 per acre in respect of such lands as the company might require.

Third. That the company has built two lines of said road upon the reservation without (so far as this office is advised) any objection on the part of the Indians.

Their refusal now to sign the agreement is not in keeping with their previous action, and I am at a loss to account for it, unless they have been influenced by outsiders to the course they are now taking.

In regard to their first and second objections, viz. that they do not understand the tenure by which the railway company is to hold the land, and think that some limitation in point of time should be placed thereon, it is too late now, even were such a course usual or practicable, to place a limitation upon the occupancy of the company. A right of way to a railway company ordinarily is without limitation in point of time.

Were it otherwise, but few if any railroads would be built.

With reference to the remaining objection of the Indians, viz: to the amount of land (twenty acres) which is placed as a limit for depot purposes, and which, they say, was to be ten acres only until changed by Agent Crissey, your attention is called to the wording of the agreement, which says "not exceeding twenty acres for each station and not more than one station in every 10 miles." When Agent Crissey was here he said there was some discussion as to the quantity of land to be taken for stations, the Indians being disposed to consent to ten acres only, and the company wanting twenty, as in the case of public lands, and it was thought best to word the agreement in the way mentioned, and leave the question open for future adjustment. Mr Crissey had no influence in the matter one way or the other. If the Indians will not consent to twenty acres, let them say what quantity they are willing the company shall have, and alter the agreement accordingly.

Owing to the fire at the agency, which destroyed the original agreement whilst in progress of signature, the matter has now been delayed considerably, and as it is quite probable that the grant of the right of way will have to be referred to Congress for ratification, it would be desirable to have the matter brought to a focus as early as possible.

This office is not aware that the rights of the Indians are being tampered with in any manner, and is only endeavoring now to have the original arrangement carried out in a formal and proper manner.

Very respectfully,

H. PRICE,
Commissioner.

BENJ. W. THOMPSON, Esq.,
United States Indian Agent, Sisseton Agency, Dak.

UNITED STATES INDIAN SERVICE,
Sisseton Agency, Dak., November 27, 1883.

SIR: I have the honor to report that, in obedience to your last letter, No. 20399, dated November 13, 1883, a council of chiefs and headmen was held on the 24th instant, Col. W. R. Barr, inspector, being present. At that council the headmen complained of the short crops, especially the short corn crop, which was cut off by the frost in

September. They asked for a grant from the old Sioux Reservation fund to help them through the winter. This opened the way to bring up the subject of your letter No. 20399, and the whole subject was discussed and all the points urged upon their attention. At Colonel Barr's suggestion we told them that I would ask the honorable Commissioner to place the money to my credit to be paid out pro rata to the members of the tribe upon their signing the railroad agreement. This was strenuously opposed by Chief Gabriel Renville, who, for some reason, seems determined to prevent the agreement being signed, and in the council he was able to prevent any action favoring the signing. However, there was some argument on the subject, and I believe that if the suggestion of Colonel Barr is carried out, and I am enabled to offer the money to the individual Indians upon their signature being affixed to the contract, that the agreement will be rapidly and readily signed.

Very respectfully, your obedient servant,

BENJ. W. THOMPSON,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 7, 1883.

SIR: The following statement of facts in connection with the construction of the Chicago, Milwaukee and Saint Paul Railway through the Lake Traverse Reserve (Sisseton Agency), Dakota, is respectfully submitted for your consideration and instructions thereon to this office.

May 19, 1881, the Acting Secretary of the Interior transmitted to this office two drafts for \$616.25 and \$1,785.88, respectively, received from said railway company in part payment for right of way through said reservation, computed upon the basis of \$1.75 per acre, being the rate of compensation agreed to by the Indians at a council held by their agent pursuant to Department instructions to this office of March 30, 1880. In transmitting the drafts the Acting Secretary of the Interior directed "that the funds be expended for the equal benefit of the Indians in question, as in your (my) judgment their best interests may require."

Pending completion of formal papers evidencing the Indians' consent to the right of way, said drafts were deposited to my official credit in the United States Treasury, where the money still remains, no portion thereof having been distributed amongst the Indians.

Subsequently the agreement which had been sent out for signature of the Indians, and which had reference only to a right of way for the Hastings and Dakota Division of said railway running due east and west across the reservation, was destroyed by a fire at the agency, rendering it necessary that new papers should be prepared.

In the meantime the railway company had partially located a branch line of the Hastings and Dakota Division (called the Whetstone Branch), running north-westwardly through the reservation in the direction of Jamestown on the Northern Pacific, and had filed in this Department a map of such partial location. It was in respect of this branch road, as far as located, that the payment of the \$1,785.88 was made. The \$616.25 was for right of way for the east and west road before mentioned, a map of definite location whereof had been theretofore approved by the Department, July 22, 1880.

On the 28th February last, said railway company transmitted to the Department a map of definite location of the remaining portion of the Whetstone Branch road, with a draft for \$266.11, in payment of the balance of compensation money due the Indians upon the basis aforesaid. Said draft was returned by the Department to the railway company on the 20th September last, to await the completion of a new agreement covering the right of way for both roads, which had been forwarded from this office for signature by the Indians on the 20th April last.

I am now in receipt of a letter from Agent Thompson, at Sisseton Agency, dated the 27th ultimo, copy inclosed, in which alluding to the refusal of the Indians to sign the agreement as mentioned by him in a previous letter of the 3d ultimo, he suggests (with the concurrence of Inspector Barr, present at a recent council held with the Indians upon the subject) that the moneys which have already been paid by the railway company, amounting in the whole to the sum of \$2,402.13, and which are now standing to my official credit as aforesaid, be placed to his (the agent's) credit, to be paid out pro rata to the members of the tribe upon their signing the railroad agreement. He thinks that if he is enabled to offer the money to the Indians the agreement will be rapidly and readily signed, and that the delay is mainly referable to the

action of the principal chief, Gabriel Renville, in the expectation that he can obtain some personal recognition and perhaps a gratuity from the railroad company.

Under the treaty with the Sisseton and Wahpeton Indians the privilege of constructing railroads is peculiar to the United States.

The said bands hereby cede to the United States the right to construct wagon roads, railroads, mail stations, telegraph lines, and such other public improvements as the interest of the Government may require, over and across the lands claimed by said bands (including their reservation as hereinafter designated), over any route or routes that may be selected by authority of the Government * * * (Article II, treaty with Sisseton and Wahpeton Sioux, February 19, 1867, 15 Stats. at Large, page 506.)

I apprehend, therefore, that the agreement with these Indians in respect of the Chicago, Milwaukee and Saint Paul Railway will, if executed by them, still require ratification by Congress.

The question, therefore, to be considered at the present time, is whether or not, under the circumstances stated, the fund now on hand shall be immediately made available for the benefit of the Indians, and if so, in what manner it shall be applied.

As matter of fact it may be stated that the company has long since constructed its due east and west road (Hastings and Dakota Division) across the reservation. It has also partially constructed the Whetstone Branch road—at last advices, to a point near the Sisseton Agency. All this has been done without any objection on the part of the Indians.

So far as I can perceive, the proceedings of the company throughout have been characterized by the utmost good faith, and its rights should be confirmed to it at the earliest possible moment. It is now over three years since the Department first authorized negotiations to be entered into with the Indians on the subject.

Whilst I do not favor the proposition to distribute the money on hand as an inducement *per se* to the Indians to now sign the agreement, or upon the basis of a *per capita* payment, I see no objection, considering the wants and necessities of the tribe on account of short crops, as detailed by Agent Thompson in his letter, to an immediate application of the fund as heretofore authorized by the Department, viz: for the equal benefit of the Indians as, in the judgment of this office, their best interests may require; they (the Indians) being given to understand the source from which the money is derived, and that they are in all good faith bound to carry out the proceedings of their council, and execute the agreement without delay. Of course, if they still decline, the money can be returned and redeposited to my official credit to await further action in the premises.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
December 13, 1883.

Respectfully returned to the Commissioner of Indian Affairs.

The railroad has been built through the reservation in accordance with law. As the incomplete agreement with the Indians as to compensation for the land occupied for the railroad right of way, &c., has been destroyed, and the Indians now refuse to sign new papers upon the terms and conditions formerly agreed upon, the papers, with all the facts in the case, should be submitted to Congress for such action as that body may find to be right and proper, and for decision as to the compensation to be paid by the railroad company for the use of the land required for the right of way, &c.

The money already received from the railroad company should not be expended until action is had by Congress on the case.

H. M. TELLER,
Secretary.

ORTONVILLE, MINN., December 21, 1883.

SIR: At the request of Chief Renville, I write to ask for a little information. The chief says that the Chicago, Milwaukee and Saint Paul Railroad Company purchased the right of way through the Sioux Reservation in Dakota, for which they were to pay \$2,700, the Indians then to give the right of way. That there are seven out of the ten bands of Sioux Indians who are willing to sign the release of the right of way, and are greatly in need of the money, some members of the tribe, the chief says, are in almost a starving condition. He therefore asks that if anything can be done to adjus

LAKE TRAVERSE INDIAN RESERVATION.

the matter speedily, that you take such action as you deem proper at your earliest convenience. Chief Renville also suggests that the bands be called on one at a time to release the right of way, in order that there shall be no opportunity of quarreling among themselves.

Hoping that this matter will meet with your earliest attention, and assuring you that I have no interest either directly or indirectly,

I am, very respectfully, your obedient servant,

Hon. SECRETARY OF THE INTERIOR,
Washington, D. C.

T. M. GRANT.

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