

1883-27

SIoux INDIAN TREATIES.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES.

TRANSMITTING

A communication from the Secretary of the Interior in relation to the Commission appointed to negotiate with the Sioux Indians for modification of existing treaties.

FEBRUARY 3, 1883.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives :

I transmit herewith communication from the Secretary of the Interior of the 1st instant, submitting a report made by the Commission appointed under the provisions of the act of August 7, 1882, to treat with the Sioux Indians for a modification of their existing treaties, together with a copy of an agreement negotiated by that Commission.

The subject is presented for the favorable consideration of the Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION, *February 3, 1883.*

DEPARTMENT OF THE INTERIOR,
Washington, February 1, 1883.

SIR: I submit herewith the report of the Commission, appointed under authority of an item in the "act making appropriations for sundry civil expenses," approved August 7, 1882 (Stat. Laws, 1881-'82, p. 328), to negotiate with the Sioux Indians for modification of existing treaties, together with a copy of an agreement negotiated thereunder.

The report shows that by the agreement made and now submitted for the action of Congress, the Great Sioux Reservation has been broken up into separate reservations for the different agencies and the surplus ceded to the government.

These reservations are located in accordance with the wishes of the Indians themselves, and are of such extent as to give ample territory for the present and future needs of their occupants.

The consideration for the land ceded consists principally of cattle for

purposes of stock-raising, to which the country reserved by the Indians is especially adapted. The raising of stock is the most natural and effective means by which the Indians can aid in their own support, and may also be made an instrument for elevating and improving their general condition.

The sum required for carrying out this agreement is therefore in effect only an advance of capital to the Indians, the returns upon which will eventually relieve the government of a large annual expenditure for their support.

I regard the agreement as favorable alike to the Indians and the government, and respectfully recommend that it be presented to the Congress, with your recommendation, for favorable consideration.

Very respectfully, your obedient servant,

H. M. TELLER,
Secretary.

The PRESIDENT.

SIR: The Commissioners appointed on the 15th day of September, 1882, to negotiate with the Sioux Indians for a cession to the United States of a portion of their reservation, under authority of an item in the sundry civil act, approved August 7, 1882, have the honor to submit the following report:

The Commission met and organized in Yankton, Dak., on the 2d of October last, and entered immediately upon the work assigned to it. The Santee Agency, in Knox County, Nebraska, was first visited, and after careful consideration and a free discussion of the subject, an agreement with the Indians of that agency was concluded and signed on the 17th day of October. The Commission next visited Rosebud Agency, Dakota, where one council was held before proceeding to the agency at Pine Ridge. At the latter place, after numerous councils, the agreement made at Santee Agency was approved and, with an additional agreement setting apart a separate reservation for the Indians at Pine Ridge, was signed on the 28th day of October.

The Commission having returned to Rosebud Agency, the agreement mentioned, with a supplemental clause providing for a reservation for the Indians of that agency, was duly executed on the 6th day of November.

At Standing Rock Agency, Dakota, the agreement, with a supplement describing a separate reservation for the Indians at that agency, was signed on the 30th day of November.

At Cheyenne River Agency, Dakota, the agreement, with provision for a separate reservation for that agency, was accepted and signed on the 21st day of December.

The agreement thus made was fully understood and approved by the Indians before signing, great care having been exercised by the Commission to that end. It has received the approval of all the most intelligent friends of the Indians on the ground, and will, we trust, be found mutually beneficial to the Indians and the government. It will be observed that a prominent feature of the agreement is the setting apart of a limited and well defined territory for the exclusive use and occupancy of the Indians of each agency. To a very generally expressed desire on the part of the Indians for such separate reservations is due, in no small degree, their consent to relinquish a part of their large reservation. That the change from a large reservation, held by

all the Sioux in common, to smaller reservations, held each by the Indians occupying it, will be beneficial cannot be doubted. Under the existing system the Indians do not feel settled, being subject to transfer from agency to agency, and having a general title to all and a specific title to no part of their great reservation. When, under the plan proposed, the Indian has been assigned to an agency, with its surrounding reservation, he will feel assured that he is to remain there and henceforth that is to be his home. The resulting concentration of interests and permanence of titles will offer strong inducements to settlement and effort toward self-support. The breaking up of a community of interest and the substitution of several interests will render difficult, if not impossible, the formation of any combination involving all the bands of the Sioux Indians. In setting apart these separate reservations the preferences of the Indians, as to location, have been followed, as far as practicable.

The Pine Ridge Reservation comprises, as nearly as can be estimated, 4,000 square miles, giving 320 acres to each of the 8,000 Indians now at that agency. It is well supplied with water by the South Fork of the Cheyenne River, the White River, and numerous tributaries of the latter stream. The value of the uplands for agricultural purposes has not yet been determined, but the creek bottoms afford ample ground for such farming as may be looked for among the Indians for a long time to come. The reservation as a whole is admirably adapted to stock-raising, and was preferred by the Indians there to any other location.

The reservation for the Indians of Rosebud Agency is of about the same area as the Pine Ridge Reservation, which it adjoins and closely resembles in its general characteristics. It is well watered by the White River and its tributaries and by the Keya-paha River, and contains extensive and valuable ranges for stock. About 8,000 Indians are now on this reservation, the location of which was made by them.

The Standing Rock Reservation is estimated to contain 3,000 square miles. It is bounded on the north by the Cannon Ball River, on the east by the Missouri River, and on the south by the Grand River, which, with smaller streams, afford an abundance of good water. For agricultural and grazing purposes it is not surpassed by any portion of the Great Sioux Reserve. It will give in round numbers 500 acres to each of the 3,800 Indians now at that agency, to whom the location is entirely satisfactory.

The reservation for the Indians attached to the Cheyenne River Agency is much larger in proportion to the number of its occupants than the other reservations described. This is rendered necessary because of the broken and worthless character of a portion of the land necessarily included in order to insure an abundant supply of good water, while including also as many of the Indian camps as possible. Within the boundaries agreed upon there is territory well adapted to farming and grazing more than sufficient for the needs of the 3,300 Indians now at that agency. The right was therefore reserved to the government of assigning other Indians to this reservation. The greater part, by far, of the Indians are now living upon the proposed reservation, and as provision is made for reimbursing those who lose improvements by removal, it cannot be considered a hardship for them to change their location.

The removal of the agency buildings is desirable from the fact that the timber has been cut off for miles around, making it difficult and expensive to obtain the necessary fuel. At a point on the proposed reservation, about twenty-five miles above the present location, there

is said to be a desirable site for agency buildings with timber in abundance in the immediate vicinity.

The Lower Brulé Reservation contains about 1,300 square miles, and is well watered by the Missouri River, the White River, and Ponca and Whetstone Creeks. It contains valuable stock ranges and farming lands sufficient for the 1,000 or 1,200 Indians who are to occupy it. Although the proposed location calls for the removal of the agency buildings and a part of the Indians, the change is one which we believe should be made. The Chicago, Milwaukee and Saint Paul Railroad Company has already secured from the Indians, with the approval of the government, the right of way for a railroad through this part of the reservation, together with a square mile of land adjoining the agency grounds. The Indian settlements on the railroad land will soon be broken up and removed in any event, and the building and operating of a railroad in the immediate neighborhood cannot fail to be detrimental to the peace and best interests of the agency.

The principal consideration promised for the cession of territory remaining, after setting apart the reservations above described, consists of cattle for breeding purposes. As has been stated, the lands reserved by the Indians are all well adapted to stock-raising, and their value for this purpose has been fully demonstrated. Experience has shown that it is easier to induce the Indians to engage in pastoral pursuits than in the purely agricultural. While the herds furnished under this agreement are under the charge of the government agent, the duty of herding them may be intrusted to the Indians under proper supervision. It is believed that in this way the Indians may, in time, be made competent to take full charge of their cattle, and at no distant day become nearly or quite self-supporting.

The other considerations promised are such as are calculated to promote the education and civilization of the Indians, and are, in the main, only a continuance of stipulations contained in the treaty of 1868. The provision by which the government agrees to provide school-houses and teachers in proportion to the number of children of school age is considered a very important one. The results of our observation and inquiry among the people visited lead us to believe that the proper place to educate the Indian children is on the reservation, among or near their own people. It is not denied that education at points remote from Indian settlements may show more rapid progress and wider attainments than are possible to schools among the people, but in the end the objects gained are of less value and permanence than those obtained by education at home.

By a natural law, analogous to that of gravity, the pupil returned from school to the reservation and thrown, suddenly and unsupported, among relatives and friends still on the old level of ignorance and barbarism is, with few exceptions, drawn down, the smaller mass to the larger, and is soon indistinguishable in mind, manners, or morals, from the savage throng about him. Too often the only result is, by the increase of knowledge and mental power, to enlarge his capabilities for evil.

Such would not be the case were it possible to educate the Indian children through a series of years until fully grounded in civilized habits; nor would these results be so general if, by any means, the newly returned pupil could be sustained and encouraged in maintaining the habits and acquirements gained at school. Without some amendment the system of education at schools distant from the reservation does not promise satisfactory results.

If, however, the child is educated among or in the immediate neighborhood of his people, the frequent contact and resulting action and reaction will be mutually beneficial. The visits of the pupil to his home will produce there slight but perceptible changes for the better, while on every return to his school he is at once surrounded by those influences necessary to counteract the natural effect of his contact with the old life of barbarism. Thus hardened by exposure and trained to resist the influence of his surroundings, when he goes out finally from the school, his chances of holding his ground are fairly good.

We believe, then, that the government should, as rapidly as practicable, establish schools on those reservations, and by enforced attendance, if necessary, secure to these people the full benefit of all educational facilities provided for them.

The privilege granted to each head of a family of selecting land for his minor children puts all the children, now living, on an equal footing as to land. It also enables the father to settle his children near him, he selecting for each child a tract of land equal to that which such child might himself select on arriving at the age of eighteen years, under Article 6 of the treaty of 1868.

The setting apart of two sections in each township in the lands reserved for the Indians is intended to secure for them in the future a fund for school purposes when needed.

The provisions of the treaty of 1868, and of the agreement of 1876, under which rations and annuities are issued are left without modification. The agreement as a whole is eminently satisfactory to the Indians, as is fully attested by the number of signatures to it, many more than were ever before attached to a treaty or agreement with these Indians, and representing all the tribes and bands interested in it.

The land ceded to the government is estimated at 17,000 to 18,000 square miles. Its value for stock-raising is beyond question, and many parts will doubtless prove equally valuable for farming purposes.

We deem it proper, before closing this report, to submit for your consideration several matters brought to our attention during our stay on the reservation.

The Santee Sioux, living in Knox County, Nebraska, on land reserved by executive order, are very anxious to secure their lands in severalty by patent. They do not ask for a fee simple, with right to alienate or encumber, but simply such title as will secure their farms to them and their children.

The ratification of the treaty of 1868, which gives the right to the Indian to take and secure by patent 160 acres of government land is not, we are informed, considered by the Commissioner of the General Land Office sufficient legislation to authorize the issue of patents. The Santees are engaged very generally in farming, have broken up their tribal system, and are in every way deserving of aid and encouragement. We respectfully recommend that an effort be made to secure for them the titles to which they are clearly entitled both by merit and treaty stipulations.

Complaints were in several instances made to us and fully substantiated, of the cutting of hay and timber by military contractors on Indian claims. This is a violation of the rights of the Indian of which he may well complain, and is a source of great annoyance to the agents. We recommend that the necessary steps be taken to prevent further destruction by the military of the timber on these reservations, and to limit the cutting of hay to such lands as are not held as individual claims by Indians.

In cases of serious accident or sickness among the Indians or agency employés, the need of fit accommodations for the required treatment and nursing is seriously felt. We would therefore recommend that provision be made at each agency for such room as may be needed to be used as a hospital.

We have been requested by a number of Indians to present a request that horses be furnished them in lieu of the oxen promised, but we cannot recommend that this be done except perhaps in individual cases of especial merit.

We respectfully recommend that the necessary surveys be made to establish the boundary lines of the different reservations as soon as possible, in case this agreement is approved by Congress.

We fully indorse the recommendation in your last annual report that the Indians' title to their several reservations be evidenced by patent, and believe that with these reservations thus secured and the Indians settled upon them, with the aids to stock-raising and agriculture promised them in this agreement, a considerable improvement will have been made in the condition and prospects of these people.

We have to acknowledge our obligations to the official interpreter, Rev. S. D. Hinman, whose thorough knowledge of the Indian language and character, and earnest efforts in support of the plans of the Commission, were of great assistance to us, nor would we fail to mention the hearty co-operation of the agents in our labors at the various agencies visited.

The negotiations with the other bands of the Sioux on matters not connected with those above discussed will form the subject of a future report.

We submit the agreement herewith, and beg to subscribe ourselves, very respectfully, your obedient servants,

NEWTON EDMUNDS,
PETER C. SHANNON,
JAMES H. TELLER,
Commissioners.

The Hon. SECRETARY OF THE INTERIOR.

This agreement made pursuant to an item in the sundry civil act of Congress, approved August 7, 1882, by Newton Edmunds, Peter C. Shannon, and James H. Teller, duly appointed commissioners on the part of the United States, and the different bands of the Sioux Indians by their chiefs and head-men whose names are hereto subscribed, they being duly authorized to act in the premises, witnesseth that—

ARTICLE I.

Whereas it is the policy of the Government of the United States to provide for said Indians a permanent home where they may live after the manner of white men, and be protected in their rights of property, person, and life, therefore to carry out such policy it is now agreed that hereafter the permanent homes of the various bands of said Indians shall be upon the separate reservations hereinafter described and set apart. Said Indians, acknowledging the right of the chiefs and head-men of the various bands at each agency to determine for themselves and for their several bands, with the Government of the United States, the boundaries of their separate reservation, hereby agree to accept and abide by such agreements and conditions as to the location and boundaries of such separate reservations as may be made and agreed upon by the United States and the band or bands for which such separate reservation may be made, and as the said separate boundaries may be herein set forth.

ARTICLE II.

The said Indians do hereby relinquish and cede to the United States all of the Great Sioux Reservation—as reserved to them by the treaty of 1868, and modified by

the agreement of 1876—not herein specifically reserved and set apart as separate reservations for them. The said bands do severally agree to accept and occupy the separate reservations to which they are herein assigned as their permanent homes, and they do hereby severally relinquish to the other bands respectively occupying the other separate reservations, all right, title, and interest in and to the same, reserving to themselves only the reservation herein set apart for their separate use and occupation.

ARTICLE III:

In consideration of the cession of territory and rights, as herein made, and upon compliance with each and every obligation assumed by the said Indians, the United States hereby agrees that each head of a family entitled to select three hundred and twenty acres of land, under Article VI of the treaty of 1868, may, in the manner and form therein prescribed, select and secure for purposes of cultivation, in addition to said three hundred and twenty acres, a tract of land not exceeding eighty (80) acres, within his reservation, for each of his children, living at the ratification of this agreement, under the age of eighteen (18) years; and such child upon arriving at the age of eighteen (18) years shall have such selection certified to him or her in lieu of the selection granted in the second clause of said Article VI; but no right of alienation or encumbrance is acquired by such selection and occupation, unless hereafter authorized by act of Congress.

ARTICLE IV.

The United States further agrees to furnish and deliver to the said Indians twenty-five thousand (25,000) cows and one thousand (1,000) bulls, of which the occupants of each of said separate reservations shall receive such proportion as the number of Indians thereon bears to the whole number of Indian parties to this agreement. All of the said cattle and their progeny shall bear the brand of the Indian Department and shall be held subject to the disposal of said department, and shall not be sold, exchanged, or slaughtered, except by consent or order of the agent in charge, until such time as this restriction shall be removed by the Commissioner of Indian Affairs.

ARTICLE V.

It is also agreed that the United States will furnish and deliver to each lodge of said Indians or family of persons legally incorporated with them, who shall, in good faith, select land within the reservation to which such lodge or family belongs, and begin the cultivation thereof, one good cow and one well-broken pair of oxen, with yoke and chain, within reasonable time after making such selection and settlement.

ARTICLE VI.

The United States will also furnish to each reservation herein made and described, a physician, carpenter, miller, engineer, farmer, and blacksmith, for a period of ten years from the date of this agreement.

ARTICLE VII.

It is hereby agreed that the sixteenth and thirty-sixth sections of each township in said separate reservations shall be reserved for school purposes, for the use of the inhabitants of said reservations, as provided in sections 1946 and 1947 of the Revised Statutes of the United States.

It is also agreed that the provisions of Article VII of the treaty of 1858, securing to said Indians the benefits of education, shall be continued in force for not less than twenty (20) years, from and after the ratification of this agreement.

ARTICLE VIII.

The provisions of the treaty of 1868, and the agreement of 1876, except as herein modified, shall continue in full force.

This agreement shall not be binding upon either party until it shall have received the approval of the President and Congress of the United States.

Dated and signed at Santee Agency, Nebraska, October 17th, 1882.

NEWTON EDMUNDS.	[SEAL.]
PETER C. SHANNON.	[SEAL.]
JAMES H. TELLER.	[SEAL.]

The foregoing articles of agreement, having been fully explained to us in open council, we the undersigned chiefs and head-men of the Sioux Indians receiving rations and annuities at the Santee Agency, in Knox County, in the State of Nebraska, do hereby consent and agree to all the stipulations therein contained, saving and reserving all our rights, both collective and individual, in and to the Santee Reservation, in said Knox County and State of Nebraska, upon which we and our people are residing.

Witness our hands and seals at Santee Agency this 17th day of October, 1882.

Robert Hakewaste, his x mark. Seal.	Napoleon Wabashaw. Seal.
John Buoy. Seal.	Thomas Wakute. Seal.
Joseph Rouillard. Seal.	A. J. Campbell. Seal.
Solomon Jones. Seal.	Daniel Graham. Seal.
William Dick, his x mark. Seal.	Star Frazier. Seal.
Samuel Hawley. Seal.	Albert E. Frazier. Seal.
Eli Abraham. Seal.	John White. Seal.
Iron Elk, his x mark. Seal.	Henry Jones. Seal.
Husasa, his x mark. Seal.	Louis Frenier. Seal.
Harpiyaduta. Seal.	John Reibe. Seal.

Attest:

ALFRED L. RIGGS, *Missionary to the Dakotas.*
 W. W. FOWLER, *Missionary to Santee Sioux.*
 ISAAH LIGHTNER, *U. S. Indian Agent.*
 CHARLES MITCHELL, *U. S. Interpreter.*
 C. L. AUSTIN, *Agency Clerk.*
 GEO. W. IRA, *Agency Physician.*

I certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Sioux Indians, before signing, and that the same was executed by said Sioux Indians, at Santee Agency, county of Knox, and State of Nebraska, on the 17th day of October, 1882.

SAMPL D. HINMAN,
Official Interpreter.

It is hereby agreed that the separate reservation for the Indians receiving rations and annuities at Pine Ridge Agency, Dakota, shall be bounded and described as follows, to wit:

Beginning at the intersection of the one hundred and third meridian of longitude with the northern boundary of the State of Nebraska, thence north along said meridian to the South Fork of Cheyenne River, and down said stream to a point due west from the intersection of White River with the one hundred and second meridian; thence due east to said point of intersection and down said White River to a point in longitude one hundred and one degrees and twenty minutes (101° 20') west, thence due south to said north line of the State of Nebraska, thence west on said north line to the place of beginning.

Dated and signed at Pine Ridge Agency, Dakota, October 28th, 1882.

NEWTON EDMUNDS.	[SEAL.]
PETER C. SHANNON.	[SEAL.]
JAMES H. TELLER.	[SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen of the Sioux Indians receiving rations and annuities at Pine Ridge Agency in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at Pine Ridge Agency, Dakota, this 28th day of October, 1882.

Mahpiya-luta, his x mark. Seal.	Wakinyan-peta, his x mark. Seal.
Taopicikala, his x mark. Seal.	Pehan-luta, his x mark. Seal.
Simka-luta, his x mark. Seal.	Tasunka-kokipapi, his x mark. Seal.
Simka-wakan-hin-to, his x mark. Seal.	Conica-wanica, his x mark. Seal.
Tatanka-hunka-sni, his x mark. Seal.	Suniska-yaha, his x mark. Seal.
Mato-sapa, his x mark. Seal.	Wahanka-wakuwa, his x mark. Seal.
Sunanito-waukantuya, his x mark. Seal.	Si-tanka, his x mark. Seal.
Pehinzizi, his x mark. Seal.	Wahukeza-wompa, his x mark. Seal.
Canker-tanka, his x mark. Seal.	Mato-li, his x mark. Seal.
Sunka-blaka, his x mark. Seal.	Wicasa-tankala, his x mark. Seal.
Wapaha-sapa, his x mark. Seal.	Mato-witkotkoka, his x mark. Seal.
Mim-wanica, his x mark. Seal.	Wankan-mato, his x mark. Seal.
Owa-sica-hoksila, his x mark. Seal.	Sunka-himka-sni, his x mark. Seal.
Toieuwa, his x mark. Seal.	Manka-tamahica, his x mark. Seal.
Sunmanito-ishala, his x mark. Seal.	Cotan-eikala, his x mark. Seal.

Kisun-sni, his x mark. Seal.
 Hehaka-sapa, his x mark. Seal.
 Zitkala-ska, his x mark. Seal.
 Ogle-sa, his x mark. Seal.
 Sunmanito-wakpa, his x mark. Seal.
 Wasicun-tasunke, his x mark. Seal.
 Egeonge-word, Captain Polo. Seal.
 Akicita-injin, his x mark. Seal.
 Tasunko-inyantko, his x mark. Seal.
 Wagum-su, his x mark. Seal.
 Wanli-heton, his x mark. Seal.
 Kangi-maza, his x mark. Seal.
 sunmanito-ska, his x mark. Seal.
 Sunka-unzica, his x mark. Seal.
 Mato-sapa, his x mark. Seal.
 Hinho-kinyau, his x mark. Seal.
 Tasunka kokipapi, sr., his x mark. Seal.
 Hazska-mlaska, his x mark. Seal.
 Tasunke-maza, his x mark. Seal.
 Okiksahe, his x mark. Seal.
 Mato-nasula, his x mark. Seal.
 Kangi-cikala, his x mark. Seal.
 Wicahipi-yamin, his x mark. Seal.
 Wasicun-waukantuya, his x mark. Seal.
 Antoine Leiddeau, his x mark. Seal.
 Beaver Morto, his x mark. Seal.
 Sam D on. Seal.
 Edward Larramie. Seal.

John Jangrau, his x mark. Seal.
 Charles Jamis, his x mark. Seal.
 Richard Hunter, his x mark. Seal.
 David Gallineau. Seal.
 Thomas Toion, his x mark. Seal.
 James Richard, his x mark. Seal.
 Opaingowica-kte, his x mark. Seal.
 Hogan, his x mark. Seal.
 Antoine Provost. Seal.
 Benj. Claymore. Seal.
 Soldier Storr. Seal.
 Sili-kte, his x mark. Seal.
 Petaga, his x mark. Seal.
 Talo-kakse, his x mark. Seal.
 Wiyaka-wicasa, his x mark. Seal.
 Akicita, his x mark. Seal.
 Zitkala-napiu, his x mark. Seal.
 Leon F. Pallardy, his x mark. Seal.
 J. C. Whelan. Seal.
 Sunka-cikala, his x mark. Seal.
 Pehin-zizi-si-ca, his x mark. Seal.
 Mato-akisya, his x mark. Seal.
 Wasicun-mato, his x mark. Seal.
 Wi-cikala, his x mark. Seal.
 Taku-kokipa-sni, his x mark. Seal.
 Mato-cau-wegna-cya, his x mark. Seal.
 Mato-Wakuya, his x mark. Seal.

Attest:

S. S. BENEDICT,
U. S. Indian Interpreter.
 V. T. MCGELLYCUPPY,
U. S. Ind. Agt.
 J. W. ALDER,
Agency Clerk.
 WILLIAM GARNETT,
Agency Interpreter.

I hereby certify that the foregoing agreement was read and explained by me and was fully understood by the above named Sioux Indians, before signing, and that the same was executed by said Indians at Pine Ridge Agency, Dakota, on the 29th day of October, 1882.

SAM'L D. HIXMAN,
Official Interpreter.

It is hereby agreed that the separate reservation for the Indians receiving rations and annuities at Rosebud Agency, Dakota, shall be bounded and described as follows, to wit:

Beginning on the north boundary of the State of Nebraska at a point in longitude one hundred and one degrees and twenty minutes (101° 20') west, and running thence due north to White River, thence down said White River to a point in longitude ninety-nine degrees and thirty minutes (99° 30') west; thence due south to said north boundary of the State of Nebraska, and thence west on said north boundary to the place of beginning. If any of said Indians belonging to the Rosebud Agency have permanently located east of longitude ninety-nine degrees and thirty minutes (99° 30'), they may hold the lands so occupied, and have the same certified to them in accordance with the provisions of Article VI of the treaty of 1868 and Article III of this agreement, or they may return to the separate reservation above described, in which case they shall be entitled to receive from the government the actual value of all improvements made on such locations.

Dated and signed at Rosebud Agency, Dakota, this 6th day of November, 1882.

NEWTON EDWARDS. [SEAL]
 JAMES H. TELLER. [SEAL]
 PETER C. SHANNON. [SEAL]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen of the Sioux Indians receiving rations and annuities at Rosebud Agency, in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at Rosebud Agency, Dakota, this 6th day of November, 1882.

Sinto-gleska, his x mark. Seal.
 Mato-luzaban, his x mark. Seal.
 Wakinyau-ska, his x mark. Seal.
 Kangi-sapa, his x mark. Seal.
 Mato-ohanka, his x mark. Seal.
 Wakinyau-ska, 2nd, his x mark. Seal.
 Tasunke-tokeca, his x mark. Seal.
 Asampi, his x mark. Seal.
 Mahpiya-inazin, his x mark. Seal.
 He-to-pa, his x mark. Seal.
 Tasinke-wakita, his x mark. Seal.
 Sunka-bloka, his x mark. Seal.
 Cangleska-wakinyin, his x mark. Seal.
 Wannionni-akicita, his x mark. Seal.
 Wamuli-eikala, his x mark. Seal.
 Wamli-waste, his x mark. Seal.
 Mahpiya-tatanka, his x mark. Seal.
 Wapashupi, his x mark. Seal.

Mato-wankantuya, his x mark. Seal.
 Igmw-wakute, his x mark. Seal.
 Hohaka-gloska, his x mark. Seal.
 Mato-ska, his x mark. Capt. Police.
 . Seal.
 Pehan-san-mani, his x mark. Seal.
 Okise-wakan, his x mark. Seal.
 Getau-wakinyan, his x mark. Seal.
 Wakinyau-tomahaca, his x mark. Seal.
 Mloka-eikala, his x mark. Seal.
 Toka-kte, his x mark. Seal.
 Mato-wakan, his x mark. Seal.
 Tacaulpi-to, his x mark. Seal.
 Ho-waste, his x mark. Seal.
 Ito-cantkoze, his x mark. Seal.
 Kutepi, his x mark. Seal.
 Zaya-hiyaya, his x mark. Seal.
 Mato-glakinyan, his x mark. Seal.
 Mato-cante, his x mark. Seal.
 Cecala, his x mark. Seal.
 Pehin-zi-sica, his x mark. Seal.
 Pte-he-napin, his x mark. Seal.
 Sunsun-pa, his x mark. Seal.
 Tasunke-wamli, his x mark. Seal.
 Louis Richard. Seal.
 Louis Bordeax. Seal.
 Tasunke-hin-zi, his x mark. Seal.
 Itoga-otanka, his x mark. Seal.
 Tunkan-sila, his x mark. Seal.
 Wagleksun-tanka, his x mark. Seal.
 Cangleska-sapa, his x mark. Seal.
 Wospi-gli, his x mark. Seal.
 Naca-eikala, his x mark. Seal.
 Cante-maza, his x mark. Seal.
 Tatanka-kucila, his x mark. Seal.
 Mato-wakuwa, his x mark. Seal.
 Si-hanska, his x mark. Seal.
 Kinyau-mani, his x mark. Seal.
 Tatanka, his x mark. Seal.
 Hehaka-wanapoya, his x mark. Seal.
 Tapan, his x mark. Seal.
 Tasunke-hin-zi, his x mark. Seal.
 Wicahupi-eikala, his x mark. Seal.

Wohela, his x mark. Seal.
 Jack Stead. Seal.
 Joseph Selweigman. Seal.
 Zitkala-sapa, his x mark. Seal.
 Mato-najin, his x mark. Seal.
 Yahota, his x mark. Seal.
 Hunku, his x mark. Seal.
 Sunka-wamuli, his x mark. Seal.
 Pte-san-wamuli, his x mark. Seal.
 Tatauka-ho-waste, his x mark. Seal.
 Tasunke-hin-zi, his x mark. Seal.
 Tasunke-luzaban, his x mark. Seal.
 Kangi-sapa, his x mark. Seal.
 Sunka-ha, his x mark. Seal.
 Cikala, his x mark. Seal.
 Si-lusakpe, his x mark. Seal.
 Thomas Dorion, his x mark. Seal.
 Tacannonpe-waukantuya, his x mark.
 Seal.
 Caza, his x mark. Seal.
 Wagluhe, his x mark. Seal.
 Ista-foto, his x mark. Seal.
 Wahacauka-hinapa, his x mark. Seal.
 Mle-wakau, his x mark. Seal.
 Hebaka-wamuli, his x mark. Seal.
 Si-tompi-ska, his x mark. Seal.
 Hehaka-witko, his x mark. Seal.
 Sinte-ska, his x mark. Seal.
 Wahacanka-waste, his x mark. Seal.
 Mato-kinajin, his x mark. Seal.
 Mawatani-hanska, his x mark. Seal.
 Wamuli-wicasa, his x mark. Seal.
 Henry Clairmont, his x mark. Seal.
 Cecil Iron-wing. Seal.
 Mato-maka-kicun, his x mark. Seal.
 Kiyetehan, his x mark. Seal.
 Mato-wamuli, his x mark. Seal.
 Ite-cihila, his x mark. Seal.
 Cante-peta, his x mark. Seal.
 William Bordean. Seal.
 Wamulisun-maza, his x mark. Seal.
 Louis Moran, his x mark. Seal.
 William Redmond. Seal.
 Tatanka-taninyan-mani, his x mark. Seal.
 Mato-ite-wanagi, his x mark. Seal.
 Wanagi pa, his x mark. Seal.
 Baptiste McKinzy, his x mark. Seal.
 John Cordier, his x mark. Seal.
 Akan-yanka-kte, his x mark. Seal.
 Maza-wicasa, his x mark. Seal.
 Ipiyaka, his x mark. Seal.
 Tunka-yuha, his x mark. Seal.
 Tawahacanka-sna, his x mark. Seal.
 Cetan-nonpa, his x mark. Seal.
 Zuya-hanska, his x mark. Seal.
 Mato-wakan, his x mark. Seal.
 Wamuli-mani, his x mark. Seal.
 Keya-tuehn, his x mark. Seal.
 Cega, his x mark. Seal.
 Ohau-ota, his x mark. Seal.
 Sunka-wananon, his x mark. Seal.
 Dominick Brey. Seal.

Attest:

JAS. G. WRIGHT, *U. S. Ind. Ag't.*
 CHAS. P. JORDAN, *Clerk.*
 CHAS. R. COREY, *Physician.*
 LOUIS RAULINDEANE, *Agency Interpreter.*

I hereby certify that the foregoing agreement was read and explained by me and was fully understood by the above-named Sioux Indians before signing, and that the same was executed by said Indians at Rosebud Agency, Dakota, on the 6th day of November, 1882.

SAM'L D. HINMAN,
Official Interpreter.

It is hereby agreed that the separate reservations for the Indians receiving rations and annuities at Standing Rock Agency, Dakota, shall be bounded and described as follows, to wit:

Beginning at a point at low-water mark on the east bank of the Missouri River, opposite the mouth of Cannon Ball River; thence down said east bank along said low-water mark to a point opposite the mouth of Grand River, thence westerly to said Grand River, and up and along the middle channel of the same to its intersection with the one hundred and second meridian of longitude; thence north along said meridian to its intersection with the south branch of Cannon Ball River—also known as Cedar Creek; thence down said south branch of Cannon Ball River to its intersection with the main Cannon Ball River, and down said main Cannon Ball River to the Missouri River at the place of beginning.

Dated and signed at Standing Rock Agency, Dakota, this 30th day of November, 1882.

NEWTON EDMUNDS. [SEAL.]
JAMES H. TELLER. [SEAL.]
PETER C. SHANNON. [SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and head-men of the Sioux Indians, receiving rations and annuities at Standing Rock Agency, in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained. We also agree that the Lower Yanktonais Indians at Crow Creek, and the Indians now with Sitting Bull, may share with us the above-described separate reservation, if assigned thereto by the United States, with consent of said Indians.

Witness our hands and seals at Standing Rock Agency, Dakota, this 30th day of November, 1882.

Akicita-hanska, his x mark. Seal.	Wahaseanka, his x mark. Seal.
Mato-gnaskinyan, his x mark. Seal.	Anoka-sau, his x mark. Seal.
Mato-nonpa, his x mark. Seal.	Mato-hota, his x mark. Seal.
Ista-sapa, his x mark. Seal.	Hehakato-tamahoea, his x mark. Seal.
Wanmli-waukantuya, his x mark. Seal.	Tamina-wewe, his x mark. Seal.
Wakute-mani, his x mark. Seal.	Waga, his x mark. Seal.
Wiyaka-hanska, his x mark. Seal.	Tatanka-duta, his x mark. Seal.
Cante-peta, his x mark. Seal.	Mato-wankantuya, his x mark. Seal.
John Grass, his x mark. Seal.	Iyayung-mani, his x mark. Seal.
Sasunke-luta, his x mark. Seal.	Magi-wakan, his x mark. Seal.
Owape, his x mark. Seal.	Wanli-wanapeya, his x mark. Seal.
Cante-peta, sr., his x mark. Seal.	Can-ica, his x mark. Seal.
Mato-wayuli, his x mark. Seal.	Tahinea-ska, his x mark. Seal.
Pahin-ska, his x mark. Seal.	Hogan-duta, his x mark. Seal.
Kangi-atoyapi, his x mark. Seal.	Sunka-wanzila, his x mark. Seal.
Mato-kawinge, his x mark. Seal.	Ite-wakan, his x mark. Seal.
Wakinyan-watakope, his x mark. Seal.	Sunka-wawapin, his x mark. Seal.
Tasina-luta, his x mark. Seal.	Cetau-to, his x mark. Seal.
Tasunke-hin-zi, his x mark. Seal.	Inyan-kuwapi, his x mark. Seal.
Hehaka-okan-nazin, his x mark. Seal.	Waukan-inyanka, his x mark. Seal.
Maga, his x mark. Seal.	Sunka-duta, his x mark. Seal.
Taloka-inyauke, his x mark. Seal.	Pelin-jasa, his x mark. Seal.
Mato-wapostan, his x mark. Seal.	Waumdi-watakpe, his x mark. Seal.
Heton-yuba, his x mark. Seal.	Wapata, his x mark. Seal.
Sungila-luta, his x mark. Seal.	Taopi, his x mark. Seal.
Mastinea, his x mark. Seal.	Mato-nuzinea, his x mark. Seal.
Sunka-maza, his x mark. Seal.	Zitkadan-maza, his x mark. Seal.
Wanmli-cikala, his x mark. Seal.	Cetau-iyotanka, his x mark. Seal.
Kangi-mato, his x mark. Seal.	Kangi-napin, his x mark. Seal.
Mato-wankantuya, his x mark. Seal.	Tatanka-hanska, his x mark. Seal.
Ite-glaga, his x mark. Seal.	Kaddy, his x mark. Seal.
Cetan-unzica, his x mark. Seal.	Wanmli-konza, his x mark. Seal.
Mato-luta, his x mark. Seal.	Mini-aku, his x mark. Seal.
Pizi, his x mark. Seal.	Mato-sapa, his x mark. Seal.
Kangi-wanagi, his x mark. Seal.	Makoyate-duta, his x mark. Seal.

Wamdi-mani, his x mark. Seal.
 Mato-ska, his x mark. Seal.
 Tacanlpi-kokipapi, his x mark. Seal.
 Tatanaka-cikida, his x mark. Seal.
 Wahaacanka-sapa, his x mark. Seal.
 Sna-wakuya, his x mark. Seal.
 Cante-tehiya, his x mark. Seal.
 Wan-awega, his x mark. Seal.
 Wakankdi-sapa, his x mark. Seal.
 Ingang-mani, his x mark. Seal.
 Wamdi-sake, his x mark. Seal.
 Nakata-wakinyan, his x mark. Seal.
 Wanmli-watakpe, his x mark. Seal.
 Hato-sabieiya, his x mark. Seal.
 Baptiste Rondeau, his x mark. Seal.
 Tacanlpi-sapa, his x mark. Seal.
 Hato-ite-wakan, his x mark. Seal.
 Wakinyan-ska, his x mark. Seal.
 Hakikta-nazin, his x mark. Seal.
 Hitonkala-ista, his x mark. Seal.
 Hanpa-napiu, his x mark. Seal.
 Wamdi-yuha, his x mark. Seal.
 Hinto-kdeska, his x mark. Seal.
 Candi-yuta, his x mark. Seal.
 Zitka-mani, his x mark. Seal.
 Nasula-tonka, his x mark. Seal.
 Hahaka-ho-waste, his x mark. Seal.
 Snuk-sapa-wicasa, his x mark. Seal.
 Mastina, his x mark. Seal.
 Thomas C. Fly. Seal.
 Joseph Primeau. Seal.
 Leon Primeau. Seal.
 Matilda Galpin, her x mark. Seal.
 John Pleets. Seal.
 Tasunke-ska, his x mark. Seal.
 Kangi-maza, his x mark. Seal.
 Ota-inyanke, his x mark. Seal.

Pa-inyankana, his x mark. Seal.
 Mato-zina, his x mark. Seal.
 Isanati-win-yuza, his x mark. Seal.
 Mato-wastedan, his x mark. Seal.
 Hehaka-ho-waste, his x mark. Seal.
 Gan-waste, his x mark. Seal.
 Itohega-tate, his x mark. Seal.
 Ii-seca, his x mark. Seal.
 Hunke-sni, his x mark. Seal.
 Gileiya, his x mark. Seal.
 Owe-nakebeza, his x mark. Seal.
 Mato-ho-tanka, his x mark. Seal.
 Henry Agard, his x mark. Seal.
 Hitonka-san-sinte, his x mark. Seal.
 Antoine Claymore, his x mark. Seal.
 Benedict Cihila. Seal.
 Charles Marshall, his x mark. Seal.
 Tatanaka-wanzila, his x mark. Seal.
 Tatanaka-hauska, his x mark. Seal.
 Tatanaka-hinke-sni, his x mark. Seal.
 Kankeca-duta, his x mark. Seal.
 Hehaka-cante, his x mark. Seal.
 Sna-wakuya, his x mark. Seal.
 Citan-pegnaka, his x mark. Seal.
 Wasu-mato, his x mark. Seal.
 Mato-kawinge, his x mark. Seal.
 Nig-woku, his x mark. Seal.
 Maza-kan-wicaki, his x mark. Seal.
 Waniyutu-wakuya, his x mark. Seal.
 Waumdi-wicasa, his x mark. Seal.
 Putin-hanska, his x mark. Seal.
 Hoksina-waste, his x mark. Seal.
 Sam-yeieiya, his x mark. Seal.
 Wahaacanka-maza, his x mark. Seal.
 Tatanke-chauna, his x mark. Seal.
 Tawacanka-wakinyan, his x mark. Seal.

Attest:

JAMES McLAUGHLIN, *U. S. Ind. Agt.*
 JAMES H. STEWART, *Agency Clerk.*
 THOMAS H. MILLER, *Issue Clerk.*
 CHARLES PRIMEAU, *Interpreter.*
 PHILIP L. WELLS, *Interpreter.*
 JOSEPH PRIMEAU, *Interpreter.*
 M. L. McLAUGHLIN, *Agency Interpreter.*

I hereby certify that the foregoing agreement was read and explained by me and was fully understood by the above-named Sioux Indians before signing, and that the same was executed by said Indians at Standing Rock Agency, Dakota, on the 30th day of November, 1882.

SAM'L D. HINMAN,
Official Interpreter.

It is hereby agreed that the separate reservation for the Indians receiving rations and annuities at Cheyenne River Agency, Dakota, and for such other Indians as may be hereafter assigned thereto, shall be bounded and described as follows, to wit:

Beginning at a point at low-water mark on the east bank of the Missouri River opposite the mouth of Grand River, said point being the southeasterly corner of the Standing Rock Reservation; thence down said east bank of the Missouri River along said low-water mark to a point opposite the mouth of the Cheyenne River; thence west to said Cheyenne River and up the same to its intersection with the one hundred and second meridian of longitude; thence north along said meridian to its intersection with the Grand River; thence down said Grand River, along the middle channel thereof, to the Missouri River, at the place of beginning.

It is also agreed that said Indians shall receive all necessary aid from the government in their removal to said reservation, and when so removed each of said Indians shall be entitled to receive from the government the full value of all improvements in buildings or on lands owned by him at the time of such removal and lost to him

thereby. Said compensation shall be given in such manner and on such appraisements as shall be ordered by the Secretary of the Interior.

Dated and signed at Cheyenne River Agency, Dakota, this 21st day of December, 1882.

NEWTON EDMUNDS. [SEAL.]
 PETER C. SHANNON. [SEAL.]
 JAMES H. TELLER. [SEAL.]

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs and headmen of the Sioux Indians receiving rations and annuities at the Cheyenne River Agency, in the Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at Cheyenne River Agency, Dakota, this 21st day of December, 1882.

Zitkala-kinyan, his x mark. Seal.
 Cuwi-hda-mani, his x mark. Seal.
 Mato-waunli, his x mark. Seal.
 Toicuwa, his x mark. Seal.
 Waunli-gleska, his x mark. Seal.
 Mato-luta, his x mark. Seal.
 Waunatan, his x mark. Seal.
 Cante-wanica, his x mark. Seal.
 Wokai, his x mark. Seal.
 Wankan-mato, his x mark. Seal.
 Cetan, his x mark. Seal.
 Maza-hanpa, his x mark. Seal.
 Maga-ska, his x mark. Seal.
 Kangi-waknya, his x mark. Seal.
 Pte-san-wicasa, his x mark. Seal.
 Mahpiya-iyapata, his x mark. Seal.
 Mato-topa, his x mark. Seal.
 Cawhpi-sapa, his x mark. Seal.
 Tatanke-paha-akan-nazin, his x mark. Seal.

Cetan-tokapa, his x mark. Seal.
 Waunli-obitika, his x mark. Seal.
 Wagnasa, his x mark. Seal.
 Cuwila, his x mark. Seal.
 Mato-nakpa, his x mark. Seal.
 Maste-au, his x mark. Seal.
 Nape-wanmiomin, his x mark. Seal.
 Sunka-ha-oin, his x mark. Seal.
 Tacauhpi-maza, his x mark. Seal.
 Nato-cikala, his x mark. Seal.
 Nahpiya-watakpe, his x mark. Seal.
 Louis Benoitst, his x mark. Seal.
 Wahacauka-cikala, his x mark. Seal.
 Sunk-ska, his x mark. Seal.
 Wanmli-main, his x mark. Seal.
 Wicasa-itancean, his x mark. Seal.
 Silha-sapa-cikala, his x mark. Seal.
 Eugene Brugnier. Seal.

Attest:

WM. A. SWAN, *United States Indian Agent.*
 ROBT V. LEVERS, *Agency Clerk.*
 N. G. LANDMEPE, *Issue Clerk.*
 NARCISSE NARCELLO, his x mark, *Agency Interpreter.*
 MARK WELLS, *Interpreter.*

It having been understood and agreed by the undersigned commissioners and the Brulé Indians at Rosebud Agency, parties to this agreement, that the reservation for the Lower Brulé Indians shall be located between the Rosebud Reservation and the Missouri River, it is hereby agreed that the reservation for the said Brulé Indians, now at Lower Brulé Agency, Dakota, and for such other Indians as may be assigned thereto, shall consist of all that part of township No. 103, range 72, west of the 5th principal meridian, in the Territory of Dakota, lying on the north bank of the White River, together with the tract of land bounded and described as follows, to wit:

Beginning at a point at low-water mark on the east bank of the Missouri River opposite the mouth of said White River; thence down said east bank of the Missouri River along said low-water mark to a point opposite the mouth of Pratt Creek; thence due south to the forty-third parallel of latitude; thence west along said parallel to a point in longitude ninety-nine degrees and thirty minutes (99° 30') west; thence due north along the eastern boundary of Rosebud Reservation to the White River, and thence down said White River to the Missouri River, at the place of beginning. It is also agreed that said Indians shall receive all necessary aid from the government in their removal to said reservation, and when so removed each of said Indians shall be entitled to receive from the government the full value of all improvements, in buildings or on lands, owned by him at the time of such removal and lost to him thereby. Said compensation shall be made in such manner and on such appraisement as shall be ordered by the Secretary of the Interior.

Witness our hands and seals this 23d day of January, 1883.

NEWTON EDMUNDS. [SEAL.]
 PETER C. SHANNON. [SEAL.]
 JAMES H. TELLER. [SEAL.]

Extract from an act making appropriations for sundry civil expenses of the government for the fiscal year ending June thirtieth, eighteen hundred and eighty-three, and for other purposes.

For this amount, or so much thereof as may be necessary, to enable the Secretary of the Interior to negotiate with the Sioux Indians for such modification of existing treaties and agreements with said Indians as may be deemed desirable by said Indians and the Secretary of the Interior, five thousand dollars; but any such agreement shall not take effect until ratified by Congress: *Provided, however,* That if any lands shall be acquired from said Indians by the United States, it shall be on the express condition that the United States shall only dispose of the same to actual settlers under the provisions of the homestead laws.

Approved, August 7, 1882.

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