

KICKAPOO TRIBE OF INDIANS.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior, with an agreement by the Cherokee Commission with the Kickapoo Indians for the cession of certain lands.

JANUARY 11, 1892.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith, for the consideration of Congress, a communication of the 8th instant from the Secretary of the Interior, submitting the agreement concluded by and between the Cherokee Commission and the Kickapoo tribe of Indians, in the Territory of Oklahoma, for the cession of certain lands, and for other purposes.

BENJ. HARRISON.

EXECUTIVE MANSION, *January 11, 1892.*

DEPARTMENT OF THE INTERIOR,
Washington, January 8, 1892.

The PRESIDENT:

I have the honor to submit herewith an agreement, made and entered into by and between the Cherokee Commission and the Kickapoo tribe of Indians, in Oklahoma Territory, for the cession of the reservation of said tribe, with the report of the Commission relative thereto.

This agreement has been considered by the Commissioner of Indian Affairs, as shown by his letters herewith, and a draft of a bill to ratify and confirm the same has been prepared and is inclosed.

I also submit herewith copy of a communication from the honorable Assistant Attorney-General for this Department, who has also considered this matter, and who suggests certain amendments to the bill proposed.

The bill amended as suggested by the honorable Assistant Attorney-General has my approval, and I have the honor to recommend that this matter be presented to Congress for its favorable consideration.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 30, 1891.

SIR: I have the honor to acknowledge the receipt, by Department reference, for consideration and report, of a communication from Hon. David H. Jerome, chairman of the Cherokee Commission, dated October 19, 1891, with which he transmits an agreement with the Kickapoo tribe of Indians, in Oklahoma Territory, for the cession of the reservation of said tribe, made and entered into June 21, 1891, and completed in this city September 9, 1891, with the report of the Commission relative thereto.

By the first article of the agreement the said Indians cede, convey, transfer, and relinquish, forever and absolutely, without any reservation whatever, all their claim, title, and interest of every kind and character, in and to the lands embraced in the following described tract of country in the Indian (Oklahoma) Territory:

Commencing at the southwest corner of the Sac and Fox Reservation; thence north along the western boundary of said reservation to the Deep Fork of the Canadian River; thence up said Deep Fork to the point where it intersects the Indian meridian; thence south along said Indian meridian to the North Fork of the Canadian River; thence down said river to the place of beginning.

By the second article the United States agrees that in said tract of country there shall be allotted to each and every member of said tribe, native and adopted, 80 acres of land to conform in boundary to the legal surveys of said land. Each and every member of said tribe over the age of 18 years is to have the right to select for himself 80 acres of land to be held and owned in severalty, and the father, or if he be dead the mother, is to have the right to select a like amount of land for each of his or her children under 18 years of age. The Commissioner of Indian Affairs, or some one appointed by him for the purpose, is to select a like amount for each orphan child belonging to said tribe under the age of 18 years.

No person is to have the right to select land in any part of said tract that is, at the date of the agreement, used or occupied or that has or may thereafter be set apart for military, agency, school, school-farm, religious, town-site, or other public uses, or in sections 16 and 36 in each Congressional township, provided that where any member of the tribe has theretofore made improvements upon and then occupied and used a part of said sections he may make his selections so as to include his improvements. Each Indian having improvements is allowed to make his selections so as to include the same.

The third article provides that all allotments shall be selected within ninety days from the ratification of the agreement, provided that the Secretary of the Interior may, in his discretion, extend the time. Should any Indian fail or refuse to make his selection in such time, the allot-

ting agent in charge of the work shall, within the next thirty days after said time, make allotments to such Indians.

The fourth article provides that when the allotments have been selected and approved by the Secretary of the Interior the title shall be held in trust for the allottees, respectively, for the period of twenty-five years, in the manner and extent provided for in the act of February 8, 1887 (24 Stats., 388), provided, that the President may, at the end of said period, extend the trust period as provided in said act.

The fifth article provides that as the only further consideration for the cession of the lands the United States will pay to said Kickapoo Indians, to be distributed among them per capita, under the direction of the Commissioner of Indian Affairs, for the improvement of their allotments and for other purposes for their benefit, the sum of \$64,650, provided that the number of allotments shall not exceed 300, \$50 to be deducted for each allotment in excess of that number; "provided, however, that should the Kickapoos elect to have any or all of said money in the Treasury of the United States it shall bear interest at the rate of 5 per centum per annum after the ratification by Congress of this contract."

The sixth article provides that wherever any religious society or other organization is occupying any portion of said reservation for religious or educational work among the Indians, the amount so occupied may be confirmed to said society or organization, not to exceed 160 acres of land to any one society or organization, so long as the same shall be so occupied and used.

The seventh article provides that the agreement shall take effect whenever it shall be ratified by the Congress of the United States.

The agreement is dated June 21, 1891.

In their report the commissioners state that negotiations were suspended, inasmuch as all but four members of the tribe refused at that time to sign the contract. The commissioners left the reservation, and the Indians began to hold general councils of all their people during the succeeding six or seven weeks.

On August 21, 1891, the Indians requested the commissioners to meet them at Oklahoma City, which they did.

There were present on the part of the Kickapoos seven men, whom the commissioners knew to be head or leading men of the tribe. They exhibited to the Commission a crude power of attorney or instrument of authority empowering three men, named therein, to make an agreement for the sale of their reservation, but stipulating that such agreement should be made at Washington.

All the details of the agreement were settled at Oklahoma City, except whether the tribe should take a diminished reservation to be held in common, or should take allotments in severalty, which question was left to the decision of the Secretary of the Interior.

The commissioners and the delegation then came to this city, and after full discussion the Secretary decided on September 9 that the Indians should take allotments in severalty.

The names of fifty-one persons were then signed to the agreement, "Oc-qua-noc-co-say, Kee-so-com-mu, and John T. Hill, attorneys in fact," being the three persons authorized by the tribe to deal with the Government.

There is nothing to identify the names signed to the agreement as members of the Kickapoo tribe, or show that they are male adults. Agent Patrick certifies that there is no complete roll of members of the

tribe, as they have persistently refused to be enrolled, but that from his best information the male adults number about 50. He is certain that they do not exceed 60.

The power of attorney or proceedings of the council is not certified to by the agent.

In this connection it is proper to state that I am in receipt of a communication from Agent Patrick, dated November 5, 1891, in which he reports that upon the return of the delegation from Washington a council was called, but did not do anything on account of the absence of Whipple, one of the delegates (interpreter), but that subsequently another council was held at which, as he is informed by Oc-qua-noc-a-see and Whipple, the agreement was explained, a vote taken, and nearly unanimous satisfaction expressed. Since then, he says, there has been a split, and Ke-she-com-me (one of the delegates) heads an opposition faction, the two factions being of nearly equal strength.

He further says that Oc-que-noc-a-see claims that he has a majority of the tribe with him, and that if the Government will stand by the agreement it will be all right, as they do not want it broken.

There seems to be no reasonable doubt that the agreement was authorized by a majority of the male adults of the tribe.

The number of Kickapoos on the reservation is estimated at 325. The reservation contains 206,466 acres. There will therefore be a surplus of some 180,000 acres, the price to be paid being a little over 35 cents per acre.

The title to the reservation, subject to the rights of the Kickapoos, is in the United States, the lands having been acquired from the Creeks.

The reservation was set aside for the permanent use and occupation of the Kickapoo Indians by executive order dated August 15, 1883.

The price agreed upon I regard as very moderate, and decidedly favorable to the United States. I do not think the provision that \$50 should be deducted for each allotment in excess of 300 is a fair one, as the price is not to be increased if the allotment shall not equal that number. While \$50 is to be deducted for each allotment in excess of 300, the price which the Kickapoos receive for the land ceded will not amount to more than \$28 for 80 acres. I do not, however, recommend the rejection of the agreement on that account. The payment of the whole amount per capita, unless the Indians elect to have it or any portion placed in the Treasury, I regard as unwise. The per capita will amount to some \$195. At least two-thirds of the amount should be invested, and the interest and such portion of the principal as might be deemed necessary expended for their benefit. A modification in this respect would, however, require the consent of the Indians.

With these remarks I submit the agreement as presented, together with the draft of a bill for its ratification.

The original papers are herewith returned, with two copies of the same.

Very respectfully, your obedient servant,

T. J. MORGAN,
Commissioner.

THE SECRETARY OF THE INTERIOR.

PONCA AGENCY, IND. T.,
October 19, 1891.

SIR: We now have the honor to report, as required by law, the successful issue of negotiations with the Kickapoo Indians for the relinquishment to the United States of all their title, claim and interest in and to the tract of country in their territory heretofore, by force of executive order, occupied by them.

In June last we reported to you that negotiations with these Indians was, for the time being, suspended, inasmuch as all but four members of the tribe refused at that time to sign the contract.

When we left the reservation we urged them to give constant and serious consideration to the questions and matters in the proposed contract, as the country on every side of them was about to be opened to settlement to citizens of the United States and their possession and peace and quiet and comfort might be greatly disturbed by people constantly and in great numbers traveling through and across their country. The Indians promised to give the matter all the consideration its importance to them seemed to demand. We are informed that soon after our departure from their country they began to hold general councils of all their people during the succeeding six or seven weeks.

We had agreed to return and resume negotiations at any time they would signify to us a desire for such action on our part. As a result of their own councils they did, on the 21st day of August, 1891, request us to meet with their head men and interpreter at Oklahoma City, in Oklahoma Territory. With the least possible delay we arrived at Oklahoma City, and at once proceeded with the task of making an agreement with them in the premises. There were present on the part of the Kickapoos seven men, who we knew were head or leading men of the tribe. They had and exhibited to us a crude power of attorney, or instrument of authority, empowering three men, therein named, to make an agreement for the sale of their reservation to the United States—but stipulating that such an agreement should be made at Washington. The execution of the paper was proved to our entire satisfaction.

All the details of the agreement were settled at Oklahoma City except one, viz, whether the Indians should take allotments of land, the title to be held in severalty, or a quantity of land equal in area to the aggregate of their allotments, the title to be held in common by the tribe in the nature of a diminished reservation. The question, by an agreement in writing, was to be submitted for a final decision to the Secretary of the Interior.

We then, by telegraph, procured authority from the Secretary of the Interior to visit Washington with said delegation of Indians and their interpreter. We arrived in Washington Wednesday, September 2, 1891, and the Indians had a conference with the Secretary on the following day.

A full and free discussion of the question was had between the Indians and the Secretary, whereupon he took the matter under advisement, and on Wednesday, September 9, 1891, decided that the Indians should take allotments and hold the title in severalty. Thereupon the agreement herewith inclosed was executed.

There was some doubt in the minds of the United States commissioners whether the instrument of authority was a power of attorney authorizing the parties therein named to execute the agreement in the names of the parties who signed it, or an authority to effect the sale in

their own names. Therefore the agreement is executed both ways. The interpreter was unable to read or write and in consequence the certificates made by him are not in the usual form but do state the facts; and we think sufficiently and properly authenticate the document.

Upon the ratification of this agreement by Congress the entire title, subject to the allotments aforesaid, will be in the United States.

After the allotments provided for shall be set off to the Indians there will remain about 182,000 acres of land subject to public settlement, or about 1,125 homesteads of 160 acres each, or including all of the members of families, homes for about 5,000 people. By reference to the maps of the territory it will be seen that this comparatively small area of land is entirely surrounded by lands open to public settlement and occupied generally by persons not of Indian blood. This condition we think entirely justifies us in expressing the hope that this agreement may be speedily ratified by Congress and this "nook or corner," too, opened to settlement by citizens of the United States.

We are now at the Ponca Agency, in the Indian Territory, engaged in negotiations with the Tonkawas, Poncas, Otoes, and Missourias, Pawnees, Kaws, and Osages—six several tribes, looking to the extinguishment of their right, claim, and title to the land occupied by them in the Indian Territory. Besides these we have yet to conclude arrangements with the Kiowas, Comanches, and Apaches, who together occupy, by common right, a large reservation in the southwestern part of the Territory. Successful negotiations with these seven tribes will leave of the work assigned to this Commission the lands of the Five Civilized Tribes west of the ninety-sixth degree of west longitude to be negotiated for. These lands embrace the Cherokee Outlet, all of the Seminole and Chickasaw lands, and about one-third of the Creek and Choctaw lands.

Our experience in this work enables us to make a reliable estimate of the time required to complete the work and for your information, and that Congress may be advised in the premises we report that the work can not be done in less than twenty months from November 1, 1891.

Diligence on the part of the Commission is never a guaranty of like diligence on the part of the Indians, especially when they can and do receive so much gratuitous advice from interested, malicious or mischievous white men, with whom this part of the country abounds.

We desire to give renewed expression of our appreciation of the generous assistance given us by all officers and employés of the Government with whom we come in contact.

Very respectfully, your obedient servants,

DAVID H. JEROME,
ALFRED M. WILSON,
WARREN G. SAYRE,
Commissioners.

The PRESIDENT.

We, the undersigned, Commissioners on the part of the United States, and Oek-qu-a-noc-a-sey, Kish-o-com-me, and John T. Hill, authorized by the Kickapoo tribe of Indians in the Indian Territory, hereby agree with each other as follows:

The United States Commissioners aforesaid and the Kickapoos have agreed on terms of sale of their reservation, except the Commissioners insist on the Indians taking lands in allotment, while the Indians insist on taking an equal amount of land as a diminished reservation, the title to be held in common.

The tribe has executed a power of attorney authorizing the above-named per-

sons to make the contract with the Commission, but have directed them to do so at Washington. The Kickapoos so authorized insist on going to Washington to see the Secretary of the Interior and submit to him their claim to have a diminished reservation held in common as aforesaid, and hereby agree with the United States Commission to abide his decision in the premises, and take their lands in common or in allotment, as he shall direct; and further agree that at Washington they will sign a contract as the Secretary of the Interior may determine. This is agreed to on condition that the United States shall pay their expenses and subside them to Washington and return.

Done at Oklahoma City, Oklahoma Territory, this 29th day of August, A. D., 1891.

DAVID H. JEROME,
WARREN G. SAYRE,
ALFRED M. WILSON,

U. S. Commissioners.

OCK-QUA-NOC-A-SEY (his x mark).

KISH-O-COM-ME (his x mark).

JOHN T. HILL.

Attest:

CHAS. S. KING.

We, the undersigned, headmen of the Kickapoo tribe of Indians in the Indian Territory, have had interpreted and fully explained to us the foregoing agreement, and we hereby, as representatives of said tribe, agree to the same, and further certify that the power of attorney referred to was executed by the persons whose names are signed thereto and that they each understood its contents and meaning.

Witness our hands at Oklahoma City, Oklahoma Territory, this 29th day of August, A. D. 1891.

WASHE-HONE (his x mark).

WAH-PA-KO-THE-WAH (his x mark).

NOW-NA-QUA-PE-WAH (his x mark).

QUA-KEN-NA-HAH (his x mark).

KIAH-AH-TAM-HUH (his x mark).

JAS. WHIPPLE (his x mark).

In presence of—

CHAS. S. KING.

DEPARTMENT OF THE INTERIOR,
Washington, D. C.

The Kickapoo tribe of Indians having agreed upon terms of sale of their reservation with the Commissioners for the United States, except the Commissioners insist on the Indians taking lands in allotment while the Indians insist on taking an equal amount of land as a diminished reservation, the title to be held in common, and having further agreed to abide by the decision of the Secretary of the Interior in the premises, and that said lands shall be taken in common or in allotment, as he shall direct, and that a contract shall be signed as he may determine (all of which more fully appears by an agreement dated August 29, 1891, and a power of attorney dated August 16, 1891, hereto amended); and said question having been submitted to the Secretary by the Commissioners in person and by said Indians appearing by their delegates, Ock-qua-noc-a-sey, Kish-o-com-me, and John T. Hill; and having been duly considered:

Now I, John W. Noble, Secretary of the Interior, and as said Secretary, do hereby decide that the Kickapoo Indians take their lands in allotment and not to be held in common, and I so direct.

Let the contract, so far as the question submitted is involved, be signed in accordance with this decision.

Done this the ninth day of September, A. D. eighteen hundred and ninety-one.

JOHN W. NOBLE,
Secretary of the Interior.

KICKAPOO VILLAGE, August 16, 1891.

At a special council, called to elect delegates to send to Washington to make deal with the Government about our homes—

We give Oc-qu-a-nol-a-sey and Kee-soc-can-mee-waw and John T. Hill full power and authority to deal with the Government or commission, and they have full power to settle with them or the Government of the United States of America. Hereunto we set our hands and seal.

Joseph Whipple, special interpreter for	Wape-mee-shay-waw (his x mark).
Kicapoo, appointed by all of those	Washe-he-twon (his x mark).
that has signed this agreement, is a	Way-path-co-se-yam (his x mark).
member of the Kickapoo tribe of In-	Uah-nath-qu-a-p-yoka (his x mark).
dians.	Pa-mee-thant (his x mark).
So-tea-naugh (his x mark).	Ow-kee-tham (his x mark).
Panney-paw-he-yah (his x mark).	Take-kak-thee (his x mark).
Tash-come-mee (his x mark).	Mee-re-agt-quan (his x mark).
Pass-canataugh (his x mark).	The-onroph-naugh (his x mark).
Ketch-tee-waw (his x mark).	The-o-caum (his x mark).
O-the-maw-waw (his x mark).	Wap-augh-noc-asay (his x mark).
See-no-som-mee (his x mark).	Pay-ah-naugh (his x mark).
Wap-pee-thee-ka-way (his x mark).	Chaugh-co-thou (his x mark).
Weat-soct-to-aouth (his x mark).	Tish-a-tome-ough (his x mark).
Mat-taug (his x mark).	No-ten-wooth (his x mark).
Ounch-chest-caw (his x mark).	May-seap-path-sant (his x mark).
Choyt-thee-augh (his x mark).	West-scou-thay (his x mark).
May-say-qu-a-sheald (his x mark).	Kam-keney-nay (his x mark).
Nan-kaugh-the-say (his x mark).	Mass-McCannica (his x mark).
Pee-quaa (his x mark).	So-puck-a-waw (his x mark).
Young-ah-quaahey (his x mark).	Kee-we-quar-kuck (his x mark).
Atch-ah-thee (his x mark).	Paugh-thee-sist-tugt (his x mark).
Wah-thenia-augh (his x mark).	Pa-me-thought (his x mark).
Pene-a-panpthought (his x mark).	Mantch-e-nonla-ough (his x mark).
Augh-panthou-sep-yeare (his x mark).	Mack-ureyou (his x mark).
Em-ne-etathe (his x mark).	Pay-thee-sathe (his x mark).
Nect-co-yan-quaq-paw (his x mark).	E-cane-pwt (his x mark).
Waw-pee-pam (his x mark).	Oka-matha-thom (his x mark).

Witness, Joseph Whipple (his x mark), John T. Hill.

I, John T. Hill, hereby certify that I read and explained the foregoing power of attorney to Joseph Whipple, who understands well the English language, and he was made to fully understand the same. That I was requested by the Kickapoo tribe of Indians to prepare the power of attorney, and did so, and when I explained it to said Whipple he pretended to interpret it to said Indians in full council assembled.

Witness my hand at Washington, D. C., this 9th day of September, 1891.

JOHN T. HILL.

I, Joseph Whipple, hereby certify that I am a member of the Kickapoo tribe of Indians in the Indian Territory; that I speak and well understand the English language and the Kickapoo language, and that at a council of all the Kickapoos on the 16th day of August, 1891, on their reservation, I was chosen as interpreter. That John T. Hill prepared and explained to me the foregoing power of attorney, and when so explained I interpreted it to said Indians and they were made to fully understand the same as it was read and explained to me, and then they signed it, and I further certify that the Secretary of the Interior further advised and informed me what the paper contains, and he states it as said Hill stated it to me and as I interpreted it to said Indians.

Witness my hand at Washington, D. C., this 9th day of September, 1891.

JOSEPH WHIPPLE (his x mark).

Attest:

WM. F. RYAN.

Articles of agreement made and entered into on the Kickapoo Reservation, in the Indian Territory, on the 21st day of June, A. D. 1891, by and between David H. Jerome, Alfred M. Wilson, and Warren G. Sayre, commissioners on the part of the United States, and the Kickapoo tribe of Indians in the Indian Territory, and completed at the City of Washington, D. C., on this 9th day of September, A. D. 1891.

ARTICLE I.

The said Kickapoo tribe of Indians in the Indian Territory hereby cede, convey, transfer, and relinquish, forever and absolutely without any reservation whatever, all their claim, title, and interest of every kind and character, in and to the lands embraced in the following-described tract of country in the Indian Territory, to wit:

Commencing at the southwest corner of the Sac and Fox Reservation; thence north along the western boundary of said reservation to the Deep Fork of the Canadian River; thence up said Deep Fork to the point where it intersects the Indian meridian; thence south along said Indian meridian to the North Fork of the Canadian River; thence down said river to the place of beginning.

ARTICLE II.

In consideration of the cession recited in the foregoing article the United States agrees that in said tract of country there shall be allotted to each and every member, native and adopted, of said Kickapoo tribe of Indians in the Indian Territory, eighty acres of land to conform in boundary to the legal surveys of said land. Each and every member of said tribe of Indians over the age of eighteen years shall have the right to select for himself or herself eighty acres of land to be held and owned in severalty; and that the father, or, if he be dead, the mother shall have the right to select a like amount of land, under the same restrictions, for each of his or her children under the age of eighteen years; and that the Commissioner of Indian Affairs, or some one appointed by him for the purpose, shall select a like amount of land, under the same restrictions, for each orphan child belonging to said tribe under the age of eighteen years.

It is hereby further expressly agreed that no person shall have the right to make his or her selection of land in any part of said tract of country that is now used or occupied or that has or may hereafter be set apart for military, agency, school, school farm, religious, townsite, or other public uses, or in sections sixteen (16) and thirty-six (36) in each Congressional township; provided, in cases where any member of said tribe of Indians has heretofore made improvements upon and now occupies and uses a part of said sections sixteen (16) and thirty-six (36) such person may make his or her selection, according to the legal subdivisions, so as to include his or her improvements. It is further agreed that wherever in said tract of country any one of said Indians has made improvements and now uses and occupies this land embracing such improvements such Indian shall have the undisputed right to make his or her selection, to conform to legal subdivisions, however, so as to include such improvements.

ARTICLE III.

All allotments hereunder shall be selected within ninety days from the ratification of this agreement by the Congress of the United States, provided the Secretary of the Interior, in his discretion, may extend the time for making such selections; and should any Indian entitled to allotment hereunder fail or refuse to make his or her selection of land in such time, then the allotting agent in charge of said work of making such allotments shall, within the next thirty (30) days after said time, make allotments to such Indians, which shall have the same force and effect as if the selections had been made by the Indians themselves.

ARTICLE IV.

When said allotments of land shall have been selected and taken as aforesaid and approved by the Secretary of the Interior the titles thereto shall be held in trust for the benefit of the allottees, respectively, for a period of twenty-five (25) years in the manner and to the extent provided for in the act of Congress entitled "An act to provide for the allotment of land in severalty to Indians on the various reservations and to extend the protection of the laws of the United States and Territories over the Indians, and for other purposes," approved February 8, 1887.

And at the expiration of the said twenty-five (25) years the title thereto shall be conveyed in fee simple to the allottees or their heirs, free from all incum-

branches, provided the President may at the end of said period extend the time the land shall be so held in accordance with the provisions of the above-recited act.

ARTICLE V.

In addition to that allotments above provided for, and the other benefits to be received under the preceding articles, and as the only further consideration to be paid for the cession and relinquishment of title above recited, the United States agrees to pay the said Kickapoo Indians, to be distributed among them per capita, under the direction of the Commissioner of Indian Affairs, for the improvement of their said allotments, and for other purposes for their benefit, the sum of sixty-four thousand and six hundred and fifty (\$64,650) dollars; provided, that the number of allotments of land provided for shall not exceed three hundred (300). But if the number of allotments shall exceed three hundred (300), then there shall be deducted from the said sum of sixty-four thousand and six hundred and fifty (\$64,650) dollars, the sum of fifty (\$50) dollars for each allotment in excess of the three hundred (300); provided, however, that should the Kickapoos elect to have any or all of said money in the Treasury of the United States it shall bear interest at the rate of five per cent per annum after the ratification by Congress of this contract.

ARTICLE VI.

It is hereby further agreed that wherever in this reservation any religious society or other organization is now occupying any portion of said reservation for religious or educational work among the Indians, the land so occupied may be allotted and confirmed to such society or organization, not, however, to exceed one hundred and sixty (160) acres of land to any one society or organization so long as the same shall be so occupied and used, and such land shall not be subject to homestead entry.

ARTICLE VII.

This agreement shall have effect whenever it shall be ratified by the Congress of the United States.

In witness whereof the said Commissioners on the part of the United States have hereunto set their hands, and the undersigned members of the said tribe of Kickapoo Indians in the Indian Territory have set their hands, the day and year first above written.

DAVID H. JEROME,
ALFRED M. WILSON,
WARREN G. SAYRE,

Commissioners on the part of the United States.

Wape-mee-shay-waw.
Washe-he-hoon.
Wawpattee-co-se-way.
Wah-math-qua-p-yoka.
Pa-mee-thout.
No-kee-thow.
Ta-ke-kak-thee.
Mee-re-aj-quaw.
The-ourouh-naugh.
The-o-camn.
Wap-augh-noc-a-sey.
Pay-ah-nough.
Chaug-co-thow.
Tish-a-tame-augh.
No-ten-wa-ath.
May-scop-path-saut.
So-tea-naugh.

Panney-paw-he-wah.
Tush-come-mee.
Pass-car-u-taugh.
Ketch-tee-waw.
O-ke-maw-waw.
See-no-som-mee.
Wap-pee-chee-ka-way.
West-sact-to-south.
Mat-tanney.
Auch-chest-caw.
Chest-kee-augh.
May-say-qua-sheald.
Mau-kaugh-the-sey.
Pee-quaa.
West-scoa-thay.
Kam-keney-nay.
Mass-McCannick.

So-puck-a-waw.
Kee-wi-quar-kuck.
Young-ah-qua-they.
Paugh-thee-sist-lugt.
Atch-ah-thee.
Pa-me-thought.
Wah-thenin-augh.
Mautch-e-nonine-augh.
Pene-a-paw-thought.
Mack-rureyer.
Augh-paut-thousepyreare.
Pat-the-sattee.
Em-ne-statte.
E-cone-putt.
Nect-co-tau-quaw-paw.
Oka-matha-thou.
Waw-pee-pam.

By

OC-QUA-NOC-A-SEY (his x mark),
KES-SO-COM-MEE (his x mark),
JOHN T. HILL,

Attorneys in fact.

(See power of attorney hereto attached.)

Attest:

WM. F. RYAN.

SAC AND FOX INDIAN AGENCY,
Indian Territory.

I, Samuel L. Patrick, United States Indian Agent at the Sac and Fox Indian agency in the Indian Territory, hereby certify that the Kickapoo tribe of Indians is attached to said agency; that there are no complete rolls of the persons constituting said tribe of Indians, they having persistently refused to have or permit an enrollment to be made, but from all the information I can obtain I certify that the male adult population of said tribe is about fifty (50), but am certain that it can not exceed sixty (60).

Given under my hand on the Kickapoo Reservation this 20th day of June, A. D., 1891.

SAMUEL L. PATRICK,
U. S. Indian Agent.

I, Joseph Whipple, hereby certify that I am a member of the Kickapoo tribe of Indians in the Indian Territory, and was chosen by Oc-qua-noc-a-sey and Kee-sho-com-me, and the head men of said tribe, as their interpreter; that I speak and understand well both the English and Kickapoo languages, but do not read or write; that I heard the foregoing contract read and explained by Warren G. Sayre, one of the commissioners on the part of the United States, and that I well understood it as it was explained by him. I further certify that I, at the time said Sayre so explained it, interpreted the same to said Indians, and they were made to fully understand the same when they signed the same.

Witness my hand, at Washington, D. C., this 9th day of September, 1891.

JOSEPH WHIPPLE (his x mark).

Attest:

WM. F. RYAN.

SAC AND FOX AGENCY, OKLA., *November 5, 1891.*

SIR: I have the honor to state in reply to office letter (Land. 37054—1891), dated October 17, 1891, relative to correspondence with Special Agent N. S. Porter, etc. I mentioned casually in a letter to Agent Porter that I had heard that the Kickapoos had made a treaty with the Cherokee Commission, and that I hoped he would be assigned to duty as allotting agent, as he was familiar with that country, etc.

This is about my recollection of what my letter contained in regard to the Kickapoos; as to what the Kickapoos are doing, I would say the delegation, on their return from Washington, called a council, but did not do anything on account of the absence of Whipple, one of the delegates.

Afterward they called another council, and, as I understand, all were present and consumed the beef authorized purchased by the Department. I am informed by Oc-qua-noc-a-se and Joe Whipple (two of the delegates that went to Washington) that the treaty made with the Cherokee Commission was explained to them and a vote taken and unanimous satisfaction expressed, or nearly so. Since then there has been a "split," and Ke-sho-com-me (one of the delegates) heads an opposition faction, and they are nearly of equal strength.

Ke-sho-com-me tells his people that the delegation did not go to Washington and that they did not make any treaty or see the "Great Father," and is now trying to raise money to go to Washington again and sell a part of the reservation and hold the rest in common.

Oc-que-noc-o-se has left a copy of the treaty on file at the agency, and says that he has a majority of the Kickapoos with him, and that they are going to stand by the agreement and take their land in severalty, and asks me to inform the honorable Secretary of the Interior "that if the Government will stand by the treaty, and not give way to the Ke-sho-com-me faction, that it will be all right; they do not want the agreement broken."

This division among the Kickapoos has been worked up by the nonprogressive element of their own and other tribes, the Iowas, Otoes, Poncas, etc. In my recent payment to the Iowas nearly one-half of them refused to receive their treaty money (the \$18,900.00 semi-annual payment), and say they are not going to take the land allotted to them. I could not find out the scheme that they have on foot, but infer it is to get a reservation where the nonprogressives can all live together in common.

This Iowa faction is led by old Hot-chi-see and Hog-gra-ah-che, who are always opposition.

I would respectfully inquire the status of agreement made with the Kickapoos as to whether you consider it a final and a complete treaty.

I am sir, your most obedient servant,

SAMUEL L. PATRICK,
United States Indian Agent.

Hon. T. J. MORGAN,
Commissioner Indian Affairs, Washington, D. C.

A BILL to ratify and confirm an agreement with the Kickapoo Indians in Oklahoma Territory, and to make appropriations for carrying the same into effect.

Whereas David H. Jerome, Alfred M. Wilson, and Warren G. Sayre, duly appointed commissioners on the part of the United States, did on the ninth day of September, 1891, conclude an agreement with the Kickapoo tribe of Indians in Oklahoma Territory, formerly a part of the Indian Territory, which said agreement is as follows:

Articles of agreement made and entered into on the Kickapoo Reservation, in the Indian Territory, on the 21st day of June A. D. 1891, by and between David H. Jerome, Alfred M. Wilson, and Warren G. Sayre, Commissioners on the part of the United States, and the Kickapoo tribe of Indians, in the Indian Territory, and completed at the city of Washington, D. C., on this 9th day of September, A. D. 1891.

ARTICLE I.

The said Kickapoo tribe of Indians in the Indian Territory hereby cede, convey, transfer, and relinquish, forever and absolutely, without any reservation whatever, all their claim, title, and interest of every kind and character in and to the lands embraced in the following described tract of country in the Indian Territory, to wit:

Commencing at the southwest corner of the Sac and Fox Reservation; thence north along the western boundary of said reservation to the Deep Fork of the Canadian River; thence up said Deep Fork to the point where it intersects the Indian meridian; thence south along said Indian meridian to the North Fork of the Canadian River; thence down said river to the place of beginning.

ARTICLE II.

In consideration of the cession recited in the foregoing article, the United States agrees that in said tract of country there shall be allotted to each and every member, native and adopted, of said Kickapoo tribe of Indians in the Indian Territory, 80 acres of land to conform in boundary to the legal surveys of said land. Each and every member of said tribe of Indians over the age of eighteen years shall have the right to select for himself or herself 80 acres of land to be held and owned in severalty; and that the father, or, if he be dead, the mother shall have the right to select a like amount of land, under the same restrictions, for each of his or her children under the age of eighteen years; and that the Commissioner of Indian Affairs, or some one appointed by him for the purpose, shall select a like amount of land, under the same restrictions, for each orphan child belonging to said tribe under the age of eighteen years.

It is hereby further expressly agreed that no person shall have the right to make his or her selection of land in any part of said tract of country that is now used or occupied, or that has, or may hereafter be, set apart for military, agency school, school farm, religious, town site, or other public uses, or in sections sixteen (16) and thirty-six (36) in each Congressional township; provided, in cases where any member of said tribe of Indians has heretofore made improvements upon, and now occupies and uses, a part of said sections sixteen (16) and thirty-six (36), such person may make his or her selection, according to the legal subdivisions, so as to include his or her improvements. It is further agreed that wherever, in said tract of country, any one of said Indians has made improvements, and now uses and occupies the land embracing such improvements, such Indian shall have the undisputed right to make his or her selection, to conform to legal subdivisions, however, so as to include such improvements.

ARTICLE III.

All allotments hereunder shall be selected within ninety days from the ratification of this agreement by the Congress of the United States, provided the Secretary of the Interior in his discretion may extend the time for making such selections; and should any Indian entitled to allotment hereunder fail or refuse to make his or her selection of land in such time, then the allotting agent in charge of said work of making such allotments shall, within the next thirty (30) days after said time, make allotments to such Indians, which shall have the same force and effect as if the selections had been made by the Indians themselves.

ARTICLE IV.

When said allotments of land shall have been selected and taken as aforesaid, and approved by the Secretary of the Interior, the titles thereto shall be held in trust for the benefit of the allottees, respectively, for a period of twenty-five (25) years, in the manner and to the extent provided for in the act of Congress entitled "An act to provide for the allotment of land in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and Territories over the Indians, and for other purposes." Approved February 8, 1887.

And at the expiration of the said twenty-five (25) years the title thereto shall be conveyed in fee simple to the allottees or their heirs free from all incumbrances, provided the President may at the end of said period extend the time the land shall be so held, in accordance with the provisions of the above-recited act.

ARTICLE V.

In addition to the allotments above provided for, and the other benefits to be received under the preceding articles, and as the only further consideration to be paid for the cession and relinquishment of title above recited, the United States agrees to pay the said Kickapoo Indians, to be distributed among them per capita, under the direction of the Commissioner of Indian Affairs, for the improvement of their said allotments, and for other purposes for their benefit, the sum of sixty-four thousand and six hundred and fifty (\$64,650) dollars; provided, that the number of allotments of land provided for shall not exceed three hundred (300). But if the number of allotments shall exceed three hundred (300), then there shall be deducted from the said sum of sixty-four thousand and six hundred and fifty (\$64,650) dollars, the sum of fifty (\$50) dollars for each allotment in excess of the three hundred (300); provided, however, that should the Kickapoos elect to have any or all of said money in the Treasury of the United States, it shall bear interest at the rate of five per cent per annum after the ratification by Congress of this contract.

ARTICLE VI.

It is hereby further agreed that wherever, in this reservation, any religious society or other organization is now occupying any portion of said reservation for religious or educational work among the Indians the land so occupied may be allotted and confirmed to such society or organization, not however to exceed one hundred and sixty (160) acres of land to any one society or organization, so long as the same shall be so occupied and used, and such land shall not be subject to homestead entry.

ARTICLE VII.

This agreement shall have effect whenever it shall be ratified by the Congress of the United States.

In witness whereof the said commissioners on the part of the United States have hereunto set their hands and the undersigned, members of the said tribe of Kickapoo Indians in the Indian Territory, have set their hands the day and year first above written.

DAVID H. JEROME,
ALFRED M. WILSON,
WARREN G. SAYRE,

Commissioners on the part of the United States.

KICKAPOO VILLAGE, August 16, 1891.

At a special council called to elect delegates to send to Washington to make deale with the Government about our homes, we give Oc qua Noc a Sey and Kee Soc cau mee waw, and John T. Hill ful powr and authority to deal with the Government or Commission, and they have ful powr to settle with them or the Government of the United States of America.

Heare unto we set hour hands and seal.

Wape Mee Shay Waw (his x mark).	Auch Chest Caw (his x mark).
Washe He Hoon (his x mark).	Chest Kee Augh (his x mark).
Waw Patte Co Se Way (his x mark).	May Say Qua Sheald (his x mark).
Wah Mattee Qua P Yoka (his x mark).	Mau Kaugh The Sey (his x mark).
Pa Mee Thout (his x mark).	Pee Quaa (his x mark).
No Kee Thow (his x mark).	West Scoa Thay (his x mark).
Ta Ke Kak Thoe (his x mark).	Kam Keney Nay (his x mark).
Mee Re Aj Quaw (his x mark).	Mass McCarmick (his x mark).
The Ourouh Naugh (his x mark).	So Puck A Waw (his x mark).
The O Caun (his x mark).	Kee Wi Quar Kuck (his x mark).
Wap Augh Noc A Sey (his x mark).	Young Ah Qua They (his x mark).
Pay Ah Nough (his x mark).	Paugh Thee Sist Lugt (his x mark).
Chaugh Co Thow (his x mark).	Atch Ah Thee (his x mark).
Fish A Tame Augh (his x mark).	Pa Me Thought (his x mark).
No Ten Wa Atte (his x mark).	Wah Theim Augh (his x mark).
May Soop Patte Saut (his x mark).	Mautch E Nonine Augh (his x mark).
So Tea Naugh (his x mark).	Pene A Pan Thought (his x mark).
Panney Paw He Wah (his x mark).	Mack Aureyer (his x mark).
Tush Come Mee (his x mark).	Augh Paut thousepyeare (his x mark).
Pass Car U Taugh (his x mark).	Pat The Sathe (his x mark).
Ketch Tee Waw (his x mark).	Em Ne Statte (his x mark).
O Ke Maw Waw (his x mark).	E Cone Putt (his x mark).
See No Som Mee (his x mark).	Nect Co Tau Quaw Paw (his x mark).
Wap Pee Chee Ka Way (his x mark).	Oka Matha Thou (his x mark).
West Sact To Sauth (his x mark).	Waw Pee Pam (his x mark).
Mat Tanney (his x mark).	

Witness:

JOSEPH WHIPPLE (his x mark).
JOHN T. HILL.

John Whipple, special interpreter for Kickapoos, appointed by all of those that has signed this agreement is a member of the Kickapoo tribe of Indians.

I, John T. Hill, hereby certify that I read and explained the foregoing power of attorney to Joseph Whipple, who understands well the English language, and he was made to fully understand the same; that I was requested by the Kickapoo tribe of Indians to prepare the power of attorney, and did so, and when I explained it to said Whipple he pretended to interpret it to said Indians, in full council assembled.

Witness my hand at Washington, D. C., this 9th day of September, 1891.

JOHN T. HILL.

I, Joseph Whipple, hereby certify that I am a member of the Kickapoo tri of Indians in the Indian Territory; that I speak and well understand the English language and the Kickapoo language, and that at a council of all the Kickapoos on the 16th day of August, 1891, on this reservation I was chosen as interpreter; that John T. Hill prepared and explained to me the foregoing power of attorney, and when so explained I interpreted it to said Indians and they were made to fully understand the same as it was read and explained to me, and then they signed it; and I further certify that the Secretary of the Interior further advised and informed me what the paper contains, and he stated it as said Hill stated it to me and as I interpreted it to said Indians.

Witness my hand at Washington, D. C., this 9th day of September, 1891.

JOSEPH WHIPPLE (his x mark).

Attest:

WM. F. RYAN.

We, the undersigned, commissioners on the part of the United States, and Ock-qu-a-noc-a-sey, Kish-o-com-me, and John T. Hill, authorized by the Kickapoo tribe of Indians in the Indian Territory, hereby agree with each other as follows:

The United States commissioners aforesaid and the Kickapoos have agreed on terms of sale of their reservation, except the commissioners insist on the Indians taking lands in allotment, while the Indians insist in taking an equal amount of land as a diminished reservation, the title to be held in common.

The tribe has executed a power of attorney authorizing the above-named persons to make the contract with the Commission, but have directed them to do so at Washington. The Kickapoos so authorized insist on going to Washington to see the Secretary of the Interior, and submit to him their claim to have a diminished reservation held in common as aforesaid, and hereby agree with the United States Commission to abide his decision in the premises, and take their lands in common or in allotment as he shall direct, and further agree that at Washington they will sign a contract as the Secretary of the Interior may determine. This is agreed to on condition that the United States shall pay their expenses and subsidist them to Washington and return.

Done at Oklahoma City, Oklahoma Territory, this 29th day of August, A. D. 1891.

DAVID H. JEROME,
WARREN G. SAYRE,
ALFRED M. WILSON,

U. S. Commissioners.

OCK QUA NO CASEY (his x mark),
KISH O CAM MEE (his x mark),
JOHN T. HILL.

Attest:

CHAS. S. KING.

We, the undersigned, head men of the Kickapoo tribe of Indians in the Indian Territory, have had interpreted and fully explained to us the foregoing agreement, and we hereby, as representatives of said tribe, agree to the same, and further certify that the power of attorney referred to was executed by the persons whose names are signed thereto and that they each understood its contents and meaning.

Witness our hands at Oklahoma City, Oklahoma Territory, this 29th day of August, A. D. 1891.

WASH E HONE (his mark).
WA PA KO THE WAH (his mark).
NON NA QUA PE WAH (his mark).
QUA KEN NA HAH (his mark).
KISH AH TUN HUH (his mark).
JOSEPH WHIPPLE (his mark).

In the presence of—
CHAS. S. KING.

DEPARTMENT OF THE INTERIOR,
Washington, D. C.

The Kickapoo tribe of Indians having agreed upon terms of sale of their reservation with the commissioners for the United States, except the commissioners insist on the Indians taking lands in allotment, while the Indians insist on taking an equal amount of land as a diminished reservation, the title to be held in common, and having further agreed to abide by the decision of the Secretary of the Interior in the premises, and that said lands shall be taken in common or in allotment as he shall direct, and that a contract shall be signed as he may determine:

(All of which more fully appears by an agreement dated August 29th, 1891, and a power of attorney dated August 16th, 1891, hereunto annexed.)

And said question having been submitted to the Secretary by the commissioners in person and by said Indians, appearing by their delegates, Ock-qu-a-noc-a-sey, Kish-o-com-me, and John T. Hill, and having been duly considered.

Now, I, John W. Noble, Secretary of the Interior, and as said Secretary, do hereby decide that the Kickapoo Indians take their lands in allotment and not to be held in common, and I so direct.

Let the contract, so far as the question submitted is involved, be signed in accordance with this decision.

Done this ninth day of September, A. D. eighteen hundred and ninety-one.

JOHN. W. NOBLE,
Secretary of the Interior.

Wape Mee Shay Waw.	Panney Paw He Wah.	So Puck A Waw.
Washe He Hoon.	Tush Comæ Mee.	Kee Wi Quar Kuck.
Waw Patte Co Se Way.	Pass Car U Taugh.	Young Ah Qua They.
Wah Matte Qua P Yoka.	Ketch Tee Waw.	Paugh Thee Sist Lugt.
Pa Mee Thout.	O Ke Maw Waw.	Atch Ah Thee.
No Kee Thow.	See No Som Mee.	Pa Me Thought.
Ta Ke Kak Thee.	Wap Pee Chee Ka Way.	Wah Theim Augh.
Mee Re Aj Quaw.	West Sact To Sauth.	Mautch E Noline Augh.
The Ouruh Naugh.	Mat Tanney.	Penæ A Pan Thought.
The O Caun.	Auch Chest Caw.	Mack Aureyer.
Wab Augh Noc A Sey.	Chest Kee Augh.	Augh Paut Thousepyeare.
Pay Ah Nough.	May Say Qua Sheald.	Pat The Sathe.
Chaug Co Thow.	Mau Kaugh The Sey.	Em Ne Statte.
Fish A Tame Augh.	Pee Quaa.	E. Cone Putt.
No Ten Wa Atte.	West Scoa Thay.	Nect Co Tau Quaw Paw.
May Scop Patte Saut.	Kam Keney Nay.	Oka Matha Thou.
So Tea Naugh.	Mass McCarmick.	Waw Pee Pam.

By OC-QUA-NOC-A-SEY (his x mark),
KEE-SO-COM-MEE (his x mark),
JOHN T. HILL,

Attorneys in fact.

(See power of attorney hereto attached.)

Attest:

WM. F. RYAN.

SAC AND FOX INDIAN AGENCY,
Indian Territory.

I, Samuel L. Patrick, United States Indian agent at Sac and Fox Indian Agency, in the Indian Territory, hereby certify that the Kickapoo tribe of Indians is attached to said agency; that there are no complete rolls of the persons constituting said tribe of Indians, they having persistently refused to have or permit an enrollment to be made, but from all the information I can obtain I certify that the male adult population of said tribe is about fifty (50), but I am certain that it can not exceed sixty (60).

Given under my hand, on the Kickapoo Reservation, this 20th day of June, A. D. 1891.

SAMUEL L. PATRICK,
United States Indian Agent,

I, Joseph Whipple, hereby certify that I am a member of the Kickapoo tribe of Indians, in the Indian Territory, and was chosen by Oc-qua-noc-a-sey and Kee-sho-com-me and the head men of said tribe as their interpreter; that I speak and understand well both the English and Kickapoo languages, but do not read or write; that I heard the foregoing contract read and explained by Warren G. Sayre, one of the commissioners on the part of the United States, and that I well understand it as it was explained by him. I further certify that I, at the time said Sayre so explained it, interpreted the same to said Indians, and they were made to fully understand the same.

Witness my hand, at Washington, D. C., this 9th day of September, 1891.

JOSEPH (his x mark) WHIPPLE.

Attest:

WM. F. RYAN.

Therefore,

Be it enacted by the Senate and House of Representatives in Congress assembled, That said agreement be, and the same hereby is, accepted, ratified, and confirmed.

SECTION 2. That for the purpose of carrying into effect the provisions of the foregoing agreement, there is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of sixty-four thousand six hundred and fifty dollars, to be distributed among said Kickapoo Indians per capita, as provided in article five of said agreement: *Provided*, That any portion of said sum which may be deposited in the Treasury of the United States shall bear interest at the rate of five per centum per annum, said interest to be expended annually for the benefit of said Indians in such manner as the Secretary of the Interior may determine.

SECTION 3. That for the purpose of making the allotments and payments provided for in said agreement, including the preparation of a complete roll of said Indians, the pay and expenses of a special agent, if the President thinks it necessary to appoint one for the purpose, and the necessary surveys or resurveys, there be, and hereby is, appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of five thousand dollars, or so much thereof as may be necessary.

SECTION 4. That whenever any lands acquired by this agreement shall, by operation of law or the proclamation of the President of the United States, be open to settlement, they shall be disposed of under the general provisions of the act of Congress approved May 2, 1890, entitled "An act to provide a temporary government for the Territory of Oklahoma," etc., and also of the act of March 3, 1891, entitled "An act making appropriations for the current and contingent expenses of the Indian Department," etc.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,
Washington, D. C., January 6, 1892.

SIR: I am in receipt of your reference of the draft of a bill, prepared by the Commissioner of Indian Affairs, to be submitted to Congress, ratifying an agreement with the Kickapoo Indians for the cession of lands occupied by them in Oklahoma Territory. Accompanying the bill is a copy of the agreement made by the Cherokee Commission with said Indians, the report of said Commission, a letter of the Commissioner of Indian Affairs, reviewing the same and recommending the approval of the agreement. You request that I examine the bill prepared by the Commissioner—

and make such changes and additions as may be necessary, so as to provide for the disposal of the ceded lands, the reservation of school lands, the purchase of lands by religious societies, the allotment to Indians,

etc., as in my opinion may be required.

After an examination of the papers submitted to me, I am of the opinion that the provisions of sections 1 and 2 of the bill drawn by the Commissioner of Indian Affairs are sufficient to effect the ratification of the agreement, and secure the appropriation of the sum stipulated to be paid to or for the use of the Indians.

Section 3 of the Commissioner's bill provides for the appropriation of \$5,000 in addition, to pay the expenses of making the allotments to the Indians, as stated in the agreement, including the expenses and pay of a special agent to be appointed for the purpose and the necessary surveys, etc. I think this section should be amended.

In a certificate attached to the agreement the United States agent in charge of these Indians states—

there are no complete rolls of persons constituting said tribe of Indians, they having persistently refused to have or permit an enrollment to be made, but from all information I can obtain I certify that the adult male population of said tribe is about fifty (50), but am certain that it cannot exceed sixty (60).

Section 3, as drawn by the Commissioner, seems to require the appointment of a special agent to make the allotments, but in view of the

statement of the Indian agent, as above quoted, as to the smallness of the tribe, or perhaps the reduced amount which after investment will be for distribution, it may be questionable whether it will be absolutely necessary that a special agent should be appointed for that purpose. It seems to me that it would be better to leave the determination of this matter entirely in the discretion of the Department.

I propose to change section 3 of the Commissioner's bill to that effect.

In Article 5 of the agreement it is stipulated that the Government shall pay to Indians, "to be distributed among them per capita," the sum of \$64,650, or such portion thereof as may not be deposited in the Treasury. And, in view of the statement of the Indian agent before quoted, that there are no complete rolls of said Indians, it will be necessary that proper rolls be prepared before any payments or allotments are made. I have thought it best to specify this as part of the incidental expenses to be paid out of the additional appropriation made by section 3.

I do not think it necessary to add to the bill anything in relation to the allotments, as articles 2, 3, and 4 of the agreement are sufficiently specific in relation thereto.

In respect to "the disposal of the ceded lands, the reservation of school lands, the purchase of lands by religious societies," it may be remarked that, inasmuch as the lands in question are within the boundaries of the Territory of Oklahoma, as defined in the act of May 2, 1890 (26 Stat., 81), they fall under the operation of the provisions of that act, which declares, in the last paragraph of section 18, page 90, that—

Whenever any of the other lands within the Territory of Oklahoma, now occupied by any Indian tribe, shall by operation of law or proclamation of the President of the United States, be open to settlement, they shall be disposed of to actual settlers only, under the provisions of the homestead law—

except the commutation clause thereof; provided the settler pay to the United States, in addition to the usual fees, a sum equal to the proportionate amount which the United States has paid for the cession of the land so taken; not to be less in any case than \$1.25 per acre.

The same section of the act contains provisions reserving sections 16 and 36 for school purposes, and giving indemnity where said sections are occupied by settlers. It also reserves from settlement all tracts which have been set apart for school purposes, to educational societies or missionary boards at work among the Indians, and grants the same to the societies for whose use they have been set aside.

There are also provisions in said act relating to town-site entries, and in the Indian appropriation act of March 3, 1891 (26 Stats., 989, 1026, 1043), relating to the division of the ceded lands into counties and the reservation of lands for county seats, which are inapplicable to the lands obtained under the Kickapoo cession, which provisions, in my judgment, need no amendment or change.

I think, therefore, that it will be sufficient to add a section to the proposed bill declaring that the ceded lands shall be subject to and be disposed of in accordance with the general provisions of law applicable in the Territory of Oklahoma.

Herewith I return the papers sent me and submit a draft of the proposed amendments to the bill drawn by the Commissioner of Indian Affairs.

Very respectfully,

GEO. H. SHIELDS,
Assistant Attorney-General.

The SECRETARY OF THE INTERIOR.