

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In compliance with Senate resolution of December 4, 1883, copies of documents and correspondence relating to leases of lands in the Indian Territory to citizens of the United States for cattle-grazing and other purposes.

JANUARY 14, 1884.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 12, 1884.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate of the 4th ultimo, of which the following is a copy:

That the Secretary of the Interior be, and he is hereby, directed to furnish, for the information of the Senate, copies of all documents and correspondence in his office relating to leases of lands in the Indian Territory to citizens of the United States for cattle-grazing and other purposes.

In response thereto, I transmit herewith copies of documents and correspondence on file and of record in this Department upon the subject, classified as indicated in the copy of letter of the Commissioner of Indian Affairs of the 11th instant, herewith furnishing said papers to this Department, and to which attention is respectfully invited.

In addition to this correspondence a number of persons have, from time to time, presented themselves in person to this Department and have stated verbally that they had entered into such grazing leases with Indians within the Indian Territory, and requested Department approval thereof. I have invariably informed them that the Department would decline to affirmatively recognize such leases, as and for the reasons more fully set forth in the Department letter to E. Fenlon of April 25, 1883, copy of which is among the papers.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 11, 1884.

SIR: I am in receipt, by Department reference, of a resolution of the Senate, adopted the 4th ultimo, directing the Secretary of the Interior— to furnish for the information of the Senate, copies of all documents and correspondence in his office relating to leases of lands in the Indian Territory to citizens of the United States for cattle-grazing and other purposes.

In reply I have the honor to transmit herewith copies of documents and correspondence on file and of record in this office and the Department, touching the subject-matter of the resolution, which, for convenience sake, I have caused to be classified as follows, viz:

No. 1. Copies of miscellaneous documents and correspondence, including the following Indian reservations, viz, Kansas, or Kaw, Kickapoo, Nez Percé, Osage, Otoe, Ottawa, Peoria, Ponca, Pottawatomie, Quapaw, Sac and Fox, Wyandotte, and Oklahoma lands.

No. 2. Copies of documents and correspondence, so far as the same relate to leases of lands on the Kiowa, Comanche, and Apache Reserve, Wichita Reserve, Cheyenne and Arapahoe Reserve, and unoccupied land west of North Fork of Red River.

No. 3. Copies of documents and correspondence, so far as the same relate to leases of the Cherokee lands west of 96° Indian Territory.

It is believed that these papers cover everything on file and of record in this Department relating to the matter in question, with the exception of certain yearly leases of small patches of land made by widows, orphans, minor children, sick, aged, crippled, and infirm Indians of the Quapaw Agency, who are incapable of working the lands themselves, with consent of the Department, to citizens of the United States for farming purposes only. Of these leases some twenty-nine for the current farming year, ending March 1, 1884, are now in existence. This practice, so far as the Quapaw Indians only are concerned, has received the sanction of the Department for the past four years. The record entries and correspondence therewith are somewhat voluminous, and will also be furnished if required by the Senate.

The resolution of the Senate is herewith returned, and a copy of this report is inclosed.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

(No. 1.)

COPIES OF MISCELLANEOUS DOCUMENTS AND CORRESPONDENCE ON FILE AND OF RECORD IN THE OFFICE OF INDIAN AFFAIRS AND DEPARTMENT OF THE INTERIOR RELATING TO LEASES OF LANDS IN THE INDIAN TERRITORY TO CITIZENS OF THE UNITED STATES FOR CATTLE-GRAZING AND OTHER PURPOSES.

[Furnished in obedience to Senate resolution dated December 4, 1883, and including the following Indian reservations, viz: Kansas or Kaw, Kickapoo, Nez Percé, Osage, Otoe, Ottawa, Peoria, Ponca, Pottawatomie, Quapaw, Sac and Fox, Wyandotte, and Oklahoma lands.]

BELLE PLAINE, KANS., May 21, 1880.

DEAR SIR: We ask permission of you to locate in the Pottawatomie reservation, Indian Territory, for a few years, for the purpose of farming and keeping some cattle. We spent one season with these Indians, and it is their wish that we lease some land of them and assist them in farming.

We can, if necessary, send you a recommendation from Governor St. John, Senator Plumb, or Congressman Ryan, or our nearest neighbor, ex-State Senator Colonel St. Clair. But being formerly from Gettysburg, Pa., we first ask a recommendation through the Hon. Ed. McPherson. May we hear at once from you. "Time is money."

Yours, respectfully,

D. W. AND C. F. HORNER.

MR. CARL SCHURZ,

Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 17, 1880.

GENTLEMEN: I am in receipt, by reference from the honorable the Secretary of the Interior, of your letter to him of the 21st May last, asking permission to locate on the Pottawatomic reservation, Indian Territory, for a few years for the purpose of farming and raising cattle.

You further state that you spent one season with these Indians, and that it is their wish that you lease some land from them and assist them in farming.

In reply I have to inform you that your request cannot be granted.

Under Department regulations the Indians are not permitted to rent or lease their lands, except only in special cases when their wants or necessities render it absolutely necessary that they should have extraneous labor, and then only under contracts limited to one year from date, to be executed in conformity with existing laws.

Very respectfully,

R. E. TROWBRIDGE,
Commissioner.

Messrs. D. W. & C. F. HORNER,
Belle Plaine, Kans.

WAR DEPARTMENT,
Washington City, July 13, 1880.

SIR: I have the honor to transmit herewith a copy of a communication from Mr. R. D. Hunter, dated Fort Reno, Ind. T., June 23, 1880, asking that authority be given him to hold and graze cattle in certain specified portions of the Indian Territory, the same bearing an indorsement of the commanding officer of the post of Fort Reno, dated the 24th ultimo, recommending, for reasons therein stated, that the privilege desired by Mr. Hunter be granted.

A copy of the inclosed has also been furnished this day to the honorable the Attorney-General.

Very respectfully, your obedient servant,

H. J. CROSBY,
Chief Clerk, for the Secretary of War, in his absence.

Hon. SECRETARY OF THE INTERIOR.

[Inclosure.]

FORT RENO, IND. T., *June 23, 1880.*

SIR: Having during the current fiscal year been engaged in supplying beef to the various Indian agencies in this Territory, during which time I have, as required by contract, held a large number of cattle in the Territory, and have become acquainted with some of its physical characteristics, as well as the persistent efforts made during this and the past year to force the opening of the Territory to settlement, I have the honor to submit to you, for the consideration of the Government, the following proposition:

That authority be granted me to hold such cattle as I may desire upon a certain portion of the Territory, within certain defined limits to be determined on by the Government, either for a term of years or from year to year, and under such regulations and restrictions as may be deemed advisable.

The portion of country which I would desire to occupy is bounded south by the Canadian River, west by what is known as the Abilene cattle-trail, north by the Cimarron River, and east by a line to be designated, from 30 to 40 miles east of the western boundary. It embraces a large portion of the country claimed as being open to settlement, and of which one Payne and his followers have been recently endeavoring to secure the occupancy. The tract of country is unoccupied by any of the Indian tribes, and is

somewhat remote from the agencies. While not as valuable for agricultural purposes as other portions of the Territory, it is suited for cattle raising.

The apparent advantages to the Government by granting the concession suggested would be: First. The settlement of the vexed question concerning the occupancy of the Territory by settlers, as I should expect in the holding of cattle to employ reliable men in such numbers as would effectually repel without trouble any attempt at occupancy by others. Second. The advantage which would be gained by having in the Territory at all times a sufficient supply of beef for issue to the Indians; and lastly, the example to the Indians themselves, by which they could be expected to realize the advantages to be gained by holding and rearing cattle after they had by observation learned how to do so.

Should this proposition be favorably considered, I am ready to agree to such terms as would be consistent, and to furnish such bonds as might be required.

Of course no permanent occupancy of the land is contemplated and no settlements would be made, but I should hold myself ready at all times to vacate whenever the country should be required for the Indians, for settlement by the whites, or for any other purpose.

Very respectfully, your obedient servant,

R. D. HUNTER.

Major RANDALL,
Commanding post of Fort Reno.

[Indorsements.]

HEADQUARTERS, FORT RENO, June 24, 1880.

Respectfully forwarded to department headquarters, with the recommendation that authority be granted R. D. Hunter to graze his cattle in the section of the country referred to. I am convinced that if the authority asked for is granted, it will put an end to all raids in the Oklahoma country in the future.

GEORGE M. RANDALL,
Captain Twenty-third Infantry, Commanding.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., July —, 1880.

Respectfully forwarded to the Adjutant-General, U. S. A., through headquarters Military Division Missouri.

JOHN POPE,
Brevet Major-General, U. S. A., Commanding.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, July 6, 1880.

Respectfully forwarded to the Adjutant-General of the Army.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 9, 1880.

SIR: This office is in receipt, by reference through the War Department, of a communication dated the 23d June last, addressed to Major Randall, commanding post, Fort Reno, by R. D. Hunter, late a beef contractor in the Indian Territory, asking that authority be granted him to hold such cattle as he may desire upon a certain portion of the Territory, within certain defined limits to be determined on by the Government, either for a term of years or from year to year, and under such regulations and instructions as may be deemed advisable.

The particular portion of country Mr. Hunter desires to occupy is bounded south by the Canadian River, west by the Abilene cattle-trail, north by the Cimarron River, and east by a line to be designated, from 30 to 40 miles east of the western boundary. He states that it embraces a large portion of the country claimed as being open to settlement, and of which Payne and his followers have recently been endeavoring to secure the occupancy; that it is unoccupied by any of the Indian tribes, and is somewhat remote from the agencies; and that whilst it is not as valuable for agricultural purposes as other portions of the Territory, it is suited for cattle raising.

Mr. Hunter urges that the advantages resulting to the Government by granting the concession would be as follows (I quote his own words):

"First. The settlement of the vexed question concerning the occupancy of the Territory by settlers, as I should expect in the holding of cattle to employ reliable men in such numbers as would effectually repel without trouble any attempt at occupancy by others."

Second. The advantage which "would be gained by having in the Territory at all times a sufficient supply of beef for issue to the Indians; and lastly, the example to the Indians themselves, by which they could be expected to realize the advantages to be gained by holding and rearing cattle after they had by observation learned how to do so."

Mr. Hunter adds:

"Of course no permanent occupancy of the land is contemplated, and no settlements would be made; but I should hold myself ready at all times to vacate whenever the country should be required for the Indians, for settlement by the whites, or for any other purposes."

The application is favorably indorsed by Capt. George M. Randall, Twenty-third Infantry, commanding post, with the remark that if the authority asked for is granted he is convinced that it will put an end to all raids in the Oklahoma country in the future.

Before passing upon the application I shall be glad to have your views thereon, as the subject is one which more intimately concerns your reservation than perhaps any other.

Very respectfully,

E. J. BROOKS,
Acting Commissioner.

JOHN D. MILES,
*United States Indian Agent,
Cheyenne and Arapahoe Agency, Darlington, Ind. T.*

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY, IND. T.,
August 26, 1880.

SIR: Referring to your letter of August 9, 1880—L. Union, W. 1505—submitting for remarks of the office application of R. D. Hunter for permission to hold cattle on the strip of unoccupied Indian land lying east of this agency, I have the honor to inform you that on February 2, 1880, I addressed a communication to William J. Pollock, Indian inspector, relative to this same land, recommending that this strip be added to the Cheyenne and Arapahoe reserve, and an equal amount of land taken from the western portion of the present reserve be returned to the United States in place thereof. I presume this application was referred by Inspector Pollock to the Indian Office, and I now can only recommend the land be rented to Mr. Hunter, in the event of an unfavorable decision on my application.

Mr. Hunter, by his conduct while furnishing cattle under contract to the Indian agencies in this country, showed his ability and desire to live faithfully up to all his agreements, and if the occupation of the land by him will secure the objects specified in his letter, and the land cannot be had for the purpose specified in my letter to Inspector Pollock; I would recommend he be allowed to occupy it as requested.

Very respectfully,

JOHN D. MILES,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, October 2, 1880.

SIR: I have the honor to acknowledge the receipt, by Department reference, of a letter (herewith inclosed) from the War Department, dated the 13th July last, transmitting a copy (also inclosed) of a communication from R. D. Hunter, dated Fort Reno, Ind. T., June 23, 1880, addressed to Major Randall, commanding post at Fort Reno, asking that authority be granted him to hold and graze cattle upon a certain portion of the Indian Territory, within certain defined limits to be determined by the Government, either for a term of years or from year to year, and under such regulations and restrictions as may be deemed advisable.

Mr. Hunter states that the portion of country he desires to occupy is bounded south by the Canadian River, west by what is known as the Abilene cattle-trail, north by the Cimarron River, and east by a line to be designated, from 30 to 40 miles east of the western boundary; that it embraces a large portion of the country claimed as being open to settlement, and of which Payne and his followers have recently been endeavoring to secure possession; that it is unoccupied by any Indian tribe, and somewhat remote from the agencies, and whilst not as valuable for agricultural purposes as other portions of the Territory, is well suited for cattle raising.

The advantages to be derived from the concession sought for are thus stated by Mr. Hunter:

"First. The settlement of the vexed question concerning the occupancy of the Territory by settlers, as I should expect, in the holding of cattle, to employ reliable men in such numbers as would effectually repel without trouble any attempt at occupancy by others.

"Second. The advantage which would be gained by having in the Territory at all times a sufficient supply of beef for issue to the Indians; and

"Lastly. The example to the Indians themselves, by which they could be expected to realize the advantages to be gained by holding and rearing cattle, after they had by observation learned how to do so."

In the event that the proposition is favorably considered, Mr. Hunter professes his readiness to agree to such terms as would be consistent and to furnish such bonds as might be required, disclaiming all intention of permanent occupancy or making settlements on the land, but holding himself ready at all times to vacate whenever the country shall be required for the Indians, for settlement by the whites, or for any other purpose.

The application is favorably indorsed by Capt. George M. Randall, Twenty-third Infantry, commanding post, who expresses his opinion that "if the authority asked for is granted it will put an end to all raids in the Oklahoma country in the future."

The tract of country referred to lies immediately east of the present Cheyenne and Arapahoe reservation, and is distinctly shaded on the map which accompanies this report. It forms a portion of the territory ceded to the United States by article 3 of the treaty with the Creek Indians, June 14, 1866 (14 Stat., p. 785), "to be sold to and used as homes for such other civilized Indians as the United States may choose to settle thereon."

No Indians have, in fact, as yet been settled on the land in question, neither is it attached to or within the jurisdiction of any local agency. It is held by the United States, subject to appropriation for civilized Indians, under the direct trust declared by the treaty aforesaid.

The principal and in fact, as it appears to me, only advantage to be derived from the concession sought for by Mr. Hunter consists in the fact that his occupation of the territory in question would constitute a force auxiliary to the military to repel intruders.

Of his good faith and disposition to protect the country he may be permitted to occupy there appears to be no doubt. While furnishing cattle under contract to the agencies in the Indian Territory he demonstrated his ability and desire to live faithfully up to all his agreements, and it may be said that he deservedly enjoys the confidence of this office.

The other advantages claimed by Mr. Hunter are not so apparent, for the reasons (1) that his contract with the Department for furnishing beef expired on the 30th June last, and (2) there are but few if any Indians in that section to profit by the example he proposes to set.

I respectfully submit the matter for your consideration and decision, suggesting that, if it be deemed expedient to grant the required authority, Mr. Hunter be placed under sufficient bonds for his faithful conformance to and observation of all laws and regulations made, or to be made, for the government of trade and intercourse with the Indian tribes, against making or permitting to be made any settlement in the Indian country, and for the immediate surrender of the territory occupied whenever required by this Department thereto.

In this connection, I would remark that the portion of country delineated upon the map herewith leaves a strip vacant on the east and west sides thereof, respectively. It is understood that there are some few half-breeds of the Cheyennes and Arapahoes on the vacant land a few miles east of the agency buildings. I suggest whether, if you are disposed to favorably consider Mr. Hunter's application, it would not be as well to extend the authority so as to cover the whole unoccupied territory from east to west, it being understood that the half-breeds are not to be interfered with.

The return of the papers accompanying this report is respectfully requested.

Very respectfully, your obedient servant,

E. M. MARBLE,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

LEASES OF LANDS FOR CATTLE-GRAZING.

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[Indorsement.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
October 16, 1880.

Respectfully returned to the Commissioner of Indian Affairs, disapproved:

C. SCHURZ,
Secretary.

EMPORIA, January 4, 1881.

DEAR SIR: It is currently reported here that a firm of cattlemen—Hunter & Evans—are seeking to complete a lease or other arrangement for their exclusive occupancy of the Cherokee land in the Indian Territory west of 96°.

I think this would be bad policy on general grounds, and I know it would influence public sentiment on the border, and turn against the present policy of the Government all the herders of cattle now in the Territory, men who, as matters now stand, oppose the opening of the Territory to settlement.

A monopoly of that kind would break down of its own weight, and jeopardize other interests as well. While I know the theory of your office remits this matter substantially to the Cherokee authorities, still you have supervision, and no such arrangement would be made over your objection. I venture the hope that you will not allow this lease to be made.

Respectfully, yours,

P. B. PLUMB.

Hon. C. SCHURZ,
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 18, 1881.

SIR: I am in receipt, by Department reference, of your letter of the 4th instant to the honorable Secretary of the Interior, stating that it is currently reported in Kansas that certain cattle men—Hunter & Evans—are endeavoring to make arrangements for the exclusive occupancy of the Cherokee lands in the Indian Territory west of 96°, and expressing a hope, for the reasons stated, that no such arrangement will be countenanced by this Department.

In reply, I have the honor to state that on the 23d June last, Mr. R. D. Hunter, well known to this office as a beef contractor, applied to the military authorities at Fort Reno, Ind. T., for an authority to hold and graze cattle upon a certain portion of the Territory, designated by him as being bounded on the south by the Canadian River, west by the Abilene cattle-trail, north by the Cimarron River, and east by a line to be designated, 30 to 40 miles east of the western boundary, embracing a large portion of the country claimed as being open to settlement, either for a term of years or from year to year, and under such regulations and restrictions as might be prescribed by the Government.

Said application, favorably indorsed, was duly referred by the commanding officer at Fort Reno, through regular military channels, to the War Department, and thence to the honorable Secretary of the Interior, by whom, upon a report of facts from this office, it was, on the 16th October last, disapproved.

Mr. Hunter was afterwards verbally notified by this office of the honorable Secretary's action.

So far as this office has any knowledge, no further steps have been taken by Mr. Hunter in the matter, and it is safe to say that the decision will not be changed.

Very respectfully,

E. M. MARBLE,
Acting Commissioner.

Hon. P. B. PLUMB,
United States Senate.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Ind. T., July 29, 1881.

SIR: I inclose herewith a diagram of the Eastern Shawnee national farm. This land adjoins the town of Seneca, Mo., on the west, and was broken out and improved by

Colonel Gregg, of Seneca, Mo., under Agent Mitchell's administration. It has always been worked by town people living in Seneca, and has no other improvements than a rail fence, which incloses it. It contains 126 acres. The rent has been collected from year to year and distributed among the tribe either in cash or grain. It generally rents for about \$2 per acre, cash, or one-third of the crop. At the present time this section of country is considerably excited over medical springs, most of which are in Arkansas, and known as Eureka, Siloum, &c., &c.; but, fortunately or unfortunately, there has been a spring discovered at the edge of the creek that runs by the Shawnee farm. Springs are not at all uncommon here, but this one is said to be a young wonder and to possess most remarkable curative qualities or properties. Be this as it may, the Indians have christened it Cha-pe-kah, in other words, Medicine. All kinds of stories are heard about this spring, and it is said that one party has already nearly been restored to sight, although he has been blind for years. Now comes two enterprising brother Indians and a white man, who wish to lease the farm and spring for five years, for which they agree to pay \$500 per year, in advance, they to have the exclusive use of the water and the privilege of erecting a hotel and other buildings. This proposition suits the Shawnees, and they made me promise to write to you and see if you would consent to such a contract; their rent would be doubled, and they will never miss the water, and they think the way the farm is located, so near Seneca, that if they have a proper contract the parties could take no advantage of them. I agree with them, and if you instruct me that such a contract can be made, I will notify the parties and request them to deposit the \$500 at once.

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent,

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 21, 1881.

SIR: I am in receipt of your letter of the 29th of July last, reporting an application of certain Indians and a white man to lease the Eastern Shawnee national farm and a recently discovered medicinal spring contiguous thereto at a rental of \$500 per annum, with privilege of exclusive use of the waters, erection of hotel and other buildings, and recommending the approval of a contract in that behalf.

At a time when every possible pretext is being had to throw open the Indian Territory to settlement, in direct violation of all treaty stipulations with the Indians, and when all the energies of the Government are being directed to the proper fulfillment of its honorable obligations, it is hardly in keeping to ask the Department to approve such a project, and the application must therefore be refused.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DYER, Esq.,
United States Indian Agent, Quapaw Agency, Ind. T.

DAVENPORT, IOWA,
August 19, 1881.

SIR: Mr. John Rush, of this city, who wishes to engage in the cattle business, wishes to obtain the privilege of what he terms a freighter's ranch at Kickapoo Agency, in the Indian country. He desires to know if such a privilege cannot be obtained. Please advise me at your earliest convenience.

I am, very respectfully,

JOHN W. GREEN.

Hon. HIRAM PRICE,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 22, 1881.

SIR: Replying to your letter of the 19th August last, on behalf of Mr. John Rush, applying for permission to establish a cattle ranch at the Kickapoo Agency, Ind. T., you are informed that the Secretary of the Interior has held in similar instances that he has no power to grant the request.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

JOHN W. GREEN, Esq.,
Davenport, Iowa.

COLORADO SPRINGS, COLO.,
October 17, 1881.

SIR: I wish to put a herd of cattle into the Indian Territory. Will you please advise me whether it will be lawful to do so, and on what conditions; whether any special tax will be exacted, and if so how much per head of stock, and whether any Government permit to graze cattle on said lands is necessary.

Can title to lands be acquired there of Government by pre-emption, homestead, or purchase?

Respectfully, yours truly,

WM. T. HOLT,
Post-office Box 1750.

Hon. J. A. WILLIAMSON,
Commissioner General Land Office, Washington, D. C.

[Indorsement.]

GENERAL LAND OFFICE,
November 2, 1881.

Respectfully referred to Hon. Commissioner Indian Affairs.

N. C. MCFARLAND,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 12, 1881.

SIR: I am in receipt, by reference from the honorable Commissioner of the General Land Office, of your letter of the 17th ultimo, addressed to him, inquiring upon what terms and conditions you can graze a herd of cattle in the Indian Territory; also whether title to land in said Territory can be acquired of the Government by pre-emption, homestead, or purchase.

Before answering your first inquiry, this office should be advised in what part of the Territory, and for what length of time, you desire to graze cattle. To your second inquiry, I reply that no part of the Indian Territory is open to settlement in any manner by the whites.

Very respectfully,

H. PRICE,
Commissioner.

WM. T. HOLT, Esq.,
Colorado Springs, Colorado.

DENVER, November 21, 1881.

SIR: Yours of 12th instant, No. 19357, is received, asking in what part of the Indian Territory and for how long I desire to graze cattle.

In reply, it is the northwestern or western portion I would prefer, but any part west of the center of Territory would answer my purpose.

I wish to make the proposed arrangement for a period of 5 years (five years) from May, 1882.

Respectfully, yours,

WM. T. HOLT.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 20, 1882.

SIR: Replying to your letter of the 21st November last, in further reference to your application to graze cattle in the Indian Territory, you are advised that the Department declines to entertain any proposition to lease unoccupied lands of said Territory which are under the control of the Government for grazing or other purposes.

The Cherokee Nation issues permits to graze cattle upon its unoccupied land west of 96°, subject to certain restrictions imposed by the national laws. For further information on this head I would respectfully refer you to the Cherokee national authorities at Tahlequah, Ind. T.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WILLIAM T. HOLT, Esq.,
Denver, Colo.

UNITED STATES INDIAN SERVICE,
UNION AGENCY, MUSKOGEE, IND. T.,
May 2, 1882.

SIR: I have the honor to report that I have received numerous letters and petitions from citizens of Texas and Kansas asking that some steps be taken by the Department by which they could, by paying a fair consideration to the United States therefor, obtain permission to graze cattle on the lands ceded by the Creeks and Seminoles to the United States by the treaty of 1866. The treaty of 1866 provides:

"In compliance with the desire of the United States to locate other Indians and freedmen thereon, the Creeks hereby cede and convey to the United States, to be sold to and used as homes for such other civilized Indians as the United States may chose to settle thereon, the west half of their entire domain, to be divided by a line running north and south; the eastern half of said Creek lands being retained by them, shall, except as herein otherwise stipulated, be forever set apart as a home for said Creek Nation; and in consideration of said cession of the west half of their lands, estimated to contain three millions two hundred and fifty thousand five hundred and sixty acres, the United States agree to pay the sum of 30 cents per acre, amounting to nine hundred and seventy-five thousand one hundred and sixty-eight dollars, in the manner hereinafter provided, to wit; two hundred thousand dollars shall be paid per capita in money, unless otherwise directed by the President of the United States, upon the ratification of this treaty, to enable the Creeks to occupy, restore, and improve their farms, and to make their nation independent and self-sustaining; and to pay the damages sustained by the mission schools on the North Fork and the Arkansas River, not to exceed two thousand dollars; and to pay the delegates such per diem as the agent and Creek council may agree upon as a just and fair compensation, all of which shall be distributed for that purpose by the agent, with the advice of the Creek council, under the direction of the Secretary of the Interior; one hundred thousand dollars shall be paid (in money and divided) to soldiers that enlisted in the Federal Army and the loyal refugee Indians and freedmen who were driven from their homes by the rebel forces, to reimburse them in proportion to their respective losses; four hundred thousand dollars to be paid (in money and divided) per capita to said Creek Nation, unless otherwise directed by the President of the United States, under the direction of the Secretary of the Interior, as the same may accrue from the sale of land to other Indians. The United States agree to pay to said Indians, in such manner and for such purposes as the Secretary of the Interior may direct, interest at the rate of five per cent. per annum from the date of the ratification of this treaty, on the account hereinbefore agreed upon for said ceded lands, after deducting the said two hundred thousand dollars; the residue, two hundred and seventy-five thousand one hundred and sixty-eight dollars, shall remain in the Treasury of the United States, and the interest thereon, at the rate of five per centum per annum, be annually paid to said Creeks as above stipulated."

In a similar treaty with the Cherokees, they retained right of possession and jurisdiction over the lands thus ceded, but in the above treaty with the Creeks no such provision appears. The Cherokees permit grazing on their ceded lands adjoining, and collect tax. The only difference is that the money would go into the Treasury of the United States in place of the treasury of the Creek Nation.

The United States are expending a sum for the education of Creek children in the States equal to the sum that will be received from cattle-men for grazing. The land ceded by the Creeks and Seminoles is bounded on the north by the Cimarron River. on the

east by Sac and Fox and Pottawatomies' Reservation, on the south by the Canadian River, and on the west by the Cheyennes and Arapahoe Reservation, and contains about 1½ million acres.

The honorable Secretary of the Interior has authority to issue instructions to remove all persons from that country, except such persons as have permission from the United States authorities to remain and graze cattle. This permission to be granted only on payment of such sum as may be hereafter determined.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 20, 1882.

SIR: Replying to your letter of the 2d instant, in reference to sundry applications made to you by citizens of Texas and Kansas that some steps be taken by the Department by which they can, by paying a fair consideration to the United States therefor, obtain permission to graze cattle on the lands ceded by the Creeks and Seminoles under the treaties of 1866, I have to say that this Department, holding to the policy it has hitherto adopted in endeavoring to keep the Indian Territory clear of all intruders, decline to entertain any such applications. Any attempt to graze cattle on these lands must therefore be promptly repelled.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

JOHN Q. TUTTS,
United States Indian Agent, Muskogee, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 20, 1882.

SIR: I return herewith the agreement (in duplicate), dated April 12th last, between yourself and J. H. Beaty, whereby the latter is authorized to graze not exceeding 500 head of cattle upon the Pottawatomie Reserve for a period of one year from May 1, 1882, at the rental therein mentioned. Under date of the 16th instant, this office is advised that it is not the intention of the Department to approve of any lease of Indian lands in the Indian Territory for grazing purposes.

You will therefore require Mr. Beaty to at once remove his herd from the reserve.

Very respectfully,

H. PRICE,
Commissioner.

JACOB V. CARTER, Esq.,
United States Indian Agent, Sac and Fox Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
Ponca Agency, June 9, 1882.

SIR: At a council held by the chiefs and headmen of the Nez Percés at Oakland on the 7th instant, I was asked to write to the Department for permission to rent to cattle-men for herding purposes all that part of the Nez Percé Reservation lying to the south of the Arkansas River, which comprises about half their territory. This part of the reservation is not occupied by the Nez Percés, and is most excellent pasture land, beside it is close to the Cherokee trail, on which so many cattle are driven north, and is almost constantly depredated upon by the cattle-men and cow-boys. They desire me to say that they would like to appoint their own treasurer to receive the rent, which they propose to expend in horses and farming implements; so necessary in agriculture. They think that they could get 50 cents per head for large cattle and 30 cents for young stock. I think they could probably realize \$1,000 out of the rent of the property, which would be a

good thing for them. I believe also that they would make a proper use of the money if intrusted to them. And as they are more largely interested than any one, I do not see any impropriety in recommending that their prayer be granted.

If such is done, I will see to drawing up the lease, and that the money is promptly paid into the hands they may designate.

Yours truly,

Hon. H. PRICE,
Commissioner of Indian Affairs.

THOS. J. JORDAN,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 20, 1882.

SIR: Replying to your letter of the 9th instant, asking permission for the Nez Percé Indians to rent to cattle-men for herding purposes all that part of the Nez Percé Reserve south of the Salt Fork of the Arkansas River, and comprising about one-half of their territory, I have to say that under date of the 16th instant this office is advised that it is not the intention of the Department to approve of any lease of Indian lands in the Indian Territory for grazing purposes.

Very respectfully,

H. PRICE,
Commissioner.

T. J. JORDAN, Esq.,
United States Indian Agent, Ponca Agency, Ind. T.

GERMANTOWN, PHILADELPHIA,
Seventhmonth 29, 1882.

RESPECTED FRIEND: Our missionary on the Quapaw Agency has been living in a house rented from an Indian. He has to give possession at an early day. We applied to the Wyandotte council to lease us 40 acres of land for ten years on which to build a house. They thought best not to do so. One of the Wyandottes, Eldridge Brown, then offered to let us build a little house on his land, as shown by the accompanying agreement. Agent D. B. Dyer was shown the agreement and advised that it should be sent to thee for thy approval; hence it is now forwarded for that purpose.

Very respectfully,

JAMES E. RHOADS.

To HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 3, 1882.

SIR: I have received your letter of the 29th ultimo, transmitting for approval an agreement entered into between Eldridge Brown, a Wyandotte Indian, and Jeremiah Hubbard, Friends' missionary, now in service at the Quapaw Agency, Indian Territory, whereby the latter is granted the privilege of erecting a dwelling-house of size and dimensions mentioned upon his (Brown's) claim in the Wyandotte Reserve, and occupying the same until March, 1884, with the use of not exceeding ten (10) acres of land and certain buildings now standing on the premises, with a stipulation also that at the expiration of the time limited the lessor (Brown) will rent said house and premises for the use of the missionary of the Society of Friends for such term of years as the executive committee may need them for the use of their missionary in the Quapaw Agency, at a rental not exceeding \$60 per annum. Said agreement bears the approval of the Wyandotte council.

In reply I have to state that this Department has hitherto uniformly required that all contracts entered into between a United States citizen and an Indian shall be prepared and executed strictly in conformity with the provisions of section 2103, Revised Statutes United States, to which I invite your attention.

In order to fully protect your client's interests I would recommend that the requirements of the statute be fully complied with, unless you are disposed to run the risk of the agreement as it now stands, in which case I will, on hearing from you, present it to the honorable Secretary, although I do not undertake to vouch for his approval.

Very respectfully,

H. PRICE,
Commissioner.

JAMES E. RHOADS, Esq.,
Germantown, Phila., Pa.

GERMANTOWN, PHILADELPHIA,
Eighthmonth 7, 1882.

RESPECTED FRIEND: Referring to thy favor of the 3d, respecting an agreement between Eldridge Brown, a Wyandotte, and Jeremiah Hubbard, Friend missionary, I find that it would be valueless in law unless made in conformity with the section of Revised Statutes referred to.

Please therefore return the agreement to me, and I will endeavor to have it duly drawn in accordance with the statute.

Very truly, thy friend,

JAMES E. RHOADS.

HIRAM PRICE,
Commissioner of Indian Affairs.

GERMANTOWN, PHILADELPHIA,
Eighthmonth 26, 1882.

RESPECTED FRIEND: Referring to thy favor of the 3d instant, respecting an agreement between Eldridge Brown, a Wyandotte Indian, and Jeremiah Hubbard, I would respectfully request (as in mine of 8-7) that the copy may be returned to me, so that I may have it perfected in accordance with the Revised Statutes; and am, very respectfully thy friend,

JAMES E. RHOADS.

HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 30, 1883.

SIR: As requested by your letter of the 26th instant, I return herewith the contract between Eldridge Brown, a Wyandotte Indian, and Jeremiah Hubbard, submitted by you for approval July 29 last.

Very respectfully,

H. PRICE,
Commissioner.

JAMES E. RHOADS, Esq.,
Germantown, Philadelphia, Pa.

No. 210 S. FOURTH STREET,
Philadelphia, 9-27, 1882.

DEAR SIR: Your letter of August 3, 1882 (L. 13846—1882), to James E. Rhoads, of Germantown, Philadelphia, has been handed me. Also the agreement therein referred to between Eldridge Brown and Jeremiah Hubbard, with the request that I should prepare one "strictly in conformity with the provisions of section 2103, Revised Statutes United States," as suggested in your letter. On examining that section I could not see how it referred to or covered such an agreement as the one sent you; it seems to relate to contracts "in consideration of services" for Indians relative to their lands, or a variety of other things, and to be designed to prevent Indians making improvident agreements with attorneys or others engaged to prosecute their claims or secure their legal rights. If there be any treaty or other act of Congress containing any provision as to such contracts as the one in question, will you kindly refer me to the same? Of course we will endeavor to have executed an agreement in the form specified in S. 2103 if it be necessary or advisable, but it would be a great satisfaction to me to have a little more light on the question.

The agreement in question is not "in consideration of services," but is a lease, or agreement in the nature thereof. I inclose a copy of the agreement already executed and sent to you, and which you returned to Mr. Rhoads, retaining the original for the present.

Very respectfully, yours,

B. H. LOWRY.

Mr. H. PRICE,
Commissioner of Indian Affairs.

[Inclosure.]

This article of agreement, made and entered into this 19th day of 7thmonth (July), 1882, by and between Eldridge Brown, a member of the Wyandott tribe of Indians, and living on the Wyandott Reservation, Quapaw Agency, Indian Territory, party of the first part, and Jeremiah Hubbard, missionary of the Society of Friends, now in service in the Quapaw Agency, Indian Territory, party of the second part, for the executive committee of said society,

Witnesseth: That the said Eldridge Brown, party of the first part, hereby grants unto the said Jeremiah Hubbard, party of the second part, the privilege of erecting a dwelling-house on that part of his (Brown's) claim lying north of Lost Creek and south-east of the Wyandott church, and occupying the same until 3dmonth (March), 1884. And he, the said Brown, gives to the said Hubbard the use of as much land lying adjacent thereto as he shall need for truck-patch and garden, barnyard, cow-lot, &c., not exceeding ten acres, together with the use of the buildings now standing on the above premises. And he, the said Brown, further agrees to pay the said Hubbard one dollar per hundred for all the rails made and put in the fence on the said premises; and he, the said Brown, further agrees with the said Hubbard, for the executive committee of the Society of Friends, that at the expiration of the time granting the use of said house and premises, viz, 3dmonth (March), 1884, that he, the said Brown, will rent the said house and premises for the use of the missionary of the Society of Friends for such term of years as they, the said executive committee, may need them for the use of their missionary in Quapaw Agency, at a rental not exceeding \$60 (sixty dollars) per annum.

Jeremiah Hubbard, party of the second part, hereby agrees to build on the premises above described, a box house about 15 by 20 feet, with an L 12 by 14 feet, with pine flooring and pine shingles. And he, the said Hubbard, further agrees, at the expiration of said term, viz, 3dmonth (March), 1884, to give possession under the privilege of renting from year to year, as granted by the said Brown to the said executive committee.

ELDRIDGE BROWN. [SEAL.]
JEREMIAH HUBBARD. [SEAL.]

Witness:

CHAS. W. KIRK.

Approved by Wyandott Council, July 19, 1882.

J. P. LONG, *First Chief.*
ALFRED MUDETER, *Second Chief.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 28, 1882.

SIR: Referring to your letter of the 27th instant, relative to agreement between Eldridge Brown (Wyandotte Indian) and Jeremiah Hubbard, you will please forward to this office the original document which was returned to Mr. Rhoads on the 30th ultimo.

Very respectfully,

H. PRICE,
Commissioner.

B. H. LOWRY, Esq.,
210 South Fourth Street, Philadelphia, Pa.

No. 210 S. FOURTH STREET,
Philadelphia, 9-29, 1882.

DEAR SIR: In answer to yours of 28th instant (L. 17653—1882), I inclose original agreement between Eldridge Brown (Wyandotte Indian) and Jeremiah Hubbard.

Very respectfully, yours,

B. H. LOWRY.

Mr. H. PRICE,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 2, 1882.

SIR: For the reason stated in the indorsement thereon, I have approved and herewith return the contract dated July 19, 1882, between Eldridge Brown (Wyandotte Indian) and Jeremiah Hubbard, Friends' missionary, for the lease of a plat of land on his (Brown's) claim on the Wyandotte Reserve, with the privilege of erecting a dwelling-house thereon, subject to the conditions therein mentioned.

Please acknowledge receipt.

Very respectfully,

H. PRICE,
Commissioner.

B. H. LOWRY, Esq.,
210 South Fourth Street, Philadelphia, Pa.

No. 210 S. FOURTH STREET,
Philadelphia, 10, 4, 1882.

DEAR SIR: I hereby acknowledge the receipt of your letter of October 2nd post-marked October 3rd—(L. 17775-1882) inclosing contract dated July 19, 1882, between Eldridge Brown (Wyandott Indian) and Jeremiah Hubbard, Friends Missionary, approved by you under date of October 2, 1882, and indorsed as recorded in Miscel. Record Book, Vol. I, page 227.

Very respectfully yours,

B. H. LOWRY.

Mr. H. PRICE,
Commissioner of Indian Affairs.

FORT SMITH, ARK., October 6th, 1882.

SIR: I have a large number of cattle, and wish to engage in the business of pasturing and grazing them in the Indian Territory, particularly in the country west of 96° of longitude, commonly called Oklahoma. The impression prevails in this section of country that the even sections of lands in that Territory within forty miles on each side of the Atlantic and Pacific railroad are open to settlement as other public lands of the United States. But I do not wish to incur any risk, or have any trouble in my business. Therefore, write to ask whether the above information is correct, and if I will be safe in acting on it. If not, please inform me what steps must be taken to secure the right of grazing and pasture in that country, and to whom application must be made. I understand other parties are enjoying such rights to an unlimited extent in that country.

An early reply will greatly oblige,

Yours very respectfully,

HENRY B. WHITFIELD,
For Josiah J. Baird.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 23, 1882.

SIR: Your letter of the 6th instant, addressed to the Hon. Secretary of the Interior, inquiring what steps must be taken to secure the right of grazing and pasture on the lands west of the 96° in the Indian Territory, has been referred to this office.

You state that the impression prevails in your section of the country that the even sections of land in the Territory within forty miles on each side of the Atlantic and Pacific Railroad are open to settlement as other public lands of the United States.

This impression is entirely erroneous. The Atlantic and Pacific Railroad has simply a right of way through the Territory, and no land grant therein except such as may be acquired by voluntary cession from the Indian holders and occupants, under the terms of the seventeenth section of the charter act of the company, July 27, 1866. No such cession by the Indians has hitherto been made.

Neither are the unoccupied lands of the Indian Territory "public lands" in the usual meaning and acceptance of the term, but they are held by the United States for Indian

purposes solely, according to the provisions of the treaties of 1866 with the several Indian nations or tribes in the Territory, from whom such lands were acquired. None of the land or general laws of the United States have been extended to any part of the Indian Territory, except as to crimes and punishments and other provisions regulated by the Indian intercourse acts. Any attempt at settlement by United States citizens therein is unlawful, and subjects the offender to immediate removal at the hands of the United States authorities.

In regard to the pasturing of cattle upon the unoccupied lands, I have to say that the Hon. Secretary of the Interior declines to approve any permits or leases for that purpose.

The Cherokee Nation, in the exercise of its jurisdiction over the unsettled lands between 96° and 100° within its own boundaries, permits the pasturing of cattle thereon, subject to regulations imposed by the Cherokee laws.

The stamped envelope inclosed in your letter is herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

JOSIAH J. BAIRD, Esq.,
Fort Smith, Ark.

HENDERSON STATION, FORD COUNTY, ILLINOIS.

November 3, 1882.

MY DEAR SIR: Allow an old-time friend, whom I trust you have not wholly forgotten, the privilege of addressing you a few lines for information's sake, and asking your consideration and reply.

I have just returned from Southern Kansas, where I have been looking up the grazing interest of that country, and find the following facts exist as to the Territory:

The Indian agent grants "permits" to cattle men for a stipulated price per month or year, assigning them a certain scope of territory on which to herd their stock. In conversation a few days ago with a prominent dealer and Government contractor, we concluded if we could get consent to put a wire fence around, say, 4 or 5 miles square, where it would be entirely remote from any of the Indian settlements, it would save a heavy expense in herding and avoid much loss by straying off, besides securing for the Indians a much greater revenue than is now received. We have no objection to paying the customary price, but respectfully ask permission to temporarily inclose the lands we occupy for the reasons given; we do not hesitate to say our plan would be indorsed if need be by all the prominent men in that country as well as the Indian agent, and the Indians themselves. The tribe and territory I refer to is that of the "Quapaws," occupying a strip 6 by 14 miles along the line south and west of Baxter Springs. There is only eight or nine families of them, and they all live on the eastern part of their lands on Spring River, leaving two-thirds of their lands totally unoccupied. Any bonds required could be given that no improvement except the fence would be made, and no assurance or privilege expected in case the present status of affairs should be changed in the Territory.

Now, as you are the only official in Washington with whom I have the honor of a personal acquaintance, may I indulge the hope that you will take the trouble to ascertain from the proper authorities what might be done, if anything, and do me the favor to reply? And if possible, consistent with your position, to do anything for me looking to the accomplishment of my object, you will indeed confer a favor and place me under many obligations.

Very respectfully your friend,

C. E. HENDERSON.

HON. WM. LAWRENCE,
Washington, D. C.

FIRST COMPTROLLER'S OFFICE,
November 9, 1882.

Respectfully referred to the Commissioner of Indian Affairs. I have known Mr. Henderson and esteem him a deserving man, and I respectfully recommend him to your favorable consideration and hope you will advise him as to what can be done.

WM. LAWRENCE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 16, 1882.

SIR: Hon. William Lawrence has referred to this office your letter to him of the 3rd instant, wherein you seek to obtain permission from the proper authorities to inclose a tract of land, say four or five miles square, on the Quapaw reservation with a wire fence, for herding purposes.

ОКЛАХОМА ГИВВАВА

In reply I have to state that it is contrary to the established policy of this Department to countenance any project looking to, or having the semblance of permanent occupation or settlement by the whites of any portion of the Indian Territory, and notwithstanding the fact that you offer security against the erection of improvements, and your assurance that no further privilege would be expected, it is not deemed advisable that any exception should be made to the general rule.

Very respectfully,

H. PRICE,
Commissioner.

C. E. HENDERSON, Esq.,
Henderson Station, Ford County, Illinois.

UNITED STATES INDIAN SERVICE,
PONCA, PAWNEE, AND OTTOE AGENCY,
December 15, 1882.

SIR: I have the honor to forward, inclosed herewith, for such action as you may deem proper, a memorial from twelve chiefs and headmen of the Ponca tribe of Indians, asking that J. H. Sherburne, licensed trader at this agency, be allowed the privilege of holding cattle on the Ponca reservation.

Very respectfully,

LLEWELLYN E. WOODIN.
United States Indian Agent.

HON. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS.
February 15, 1883.

SIR: Referring to inclosed application, submitted with your letter of the 15th December last, for authority to J. H. Sherbourne, licensed trader at your agency, to hold cattle on the Ponca reserve, at a rental of 50 cents per head per annum, your attention is directed to sec. 269 "Revised Instructions to Indian agents, 1880," which require the approval of the agent as a condition precedent to the granting of the permit.

In your letter of transmittal you do not approve or disapprove the application, which is therefore returned for your action. The permit should also state the number of cattle proposed to be held on the reserve.

On receipt of the application in proper shape it will then be considered by this office.

Very respectfully,

H. PRICE,
Commissioner.

L. E. WOODIN, Esq.,
*United States Indian Agent,
Ponca, Pawnee, and Otoe Agency, Indian Territory.*

TRENTON, MO., *February 18, 1883.*

DEAR SIR: Presuming upon a slight acquaintance with you, made during a journey from Eureka Springs, and a subsequent acquaintance with your brother, who was hunting location for sheep farm, I learn since purchased near Cameron, this State.

A party of us desire locating a cattle ranch, most probably in or near the Indian Territory. There seems to be an uneasiness among cattle-men in Territory, and some rather discourage us going there. Now, you, in your thorough and able management of Indian affairs, in my opinion, and I may say of a great number of your admirers here in Missouri and the West, are capable of giving good, sound, and lawful advice as to the best means and way to proceed and locate so as to have the consent and respect of the Indians as well as the moral support of the Government.

The encroachment of monopolies, like the Standard Oil Cattle Company, has tended greatly in the last year to demoralize the cattle business in the Territory, and create the feeling of uneasiness amongst smaller capitalists.

Any information you may condescend to give, or personal recommendation you may give to any prominent Indian residents, will be greatly appreciated.

Yours, very respectfully,

W. W. HUBBELL.

HON. H. M. TELLER, *Washington, D. C.*

S. EX. 54—2

UNITED STATES INDIAN SERVICE,
PONCA, PAWNEE, AND OTOE AGENCY,
February 23, 1883.

SIR: I am in receipt of your communication of 15th instant, L. 23011, 1883, returning an application of certain Ponca chiefs, for authority to J. H. Sherburne, licensed trader at this agency, to hold cattle on the Ponca Reservation, forwarded by me on December 15 last, without recommendation. You direct my attention to section 269, "Revised Instructions to Indian Agents, 1880," which requires the approval of the agent as a condition precedent to the granting of the permit, and say, "In your letter of transmittal you do not approve or disapprove the application, which is therefore returned for your action. The permit should also state the number of cattle proposed to be held on the reserve. On receipt of the application, in proper shape, it will then be considered by this office."

In reply, I have respectfully to invite your attention to office letter A, dated July 12 last, and addressed to my predecessor, Thomas J. Jordan, in which occurs the following language:

"By direction of the Hon. Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given; and any permit or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed."

When the parties interested handed me the application in question, with the request that I would forward the same to you with a favorable recommendation, I referred them to my instructions as above, and informed them that it would be simply presumption on my part to express any opinion on the matter with those instructions before me. At their further request I forwarded the application without comment.

I have not been advised of any modification of the instructions of July 12, 1882, quoted above, and they are not referred to in your letter of 15th instant. Before returning the application in question, with an expression of opinion, I have respectfully to ask advice as to what conditions, &c., must be observed to obtain the permit to hold cattle on the reservation desired.

Very respectfully,

LLEWELLYN E. WOODIN,
United States Indian Agent.

Hon. H. PRICE, *Commissioner of Indian Affairs.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 9, 1883.

SIR: Referring to your letter of the 23d ultimo upon the subject of the application of certain Ponca chiefs for authority to J. H. Sherburne, licensed trader of your agency, to hold cattle on the Ponca Reserve, and in which you cite a letter written from the accounts division of this office on the 12th July last, under direction of the Hon. Secretary of the Interior, prohibiting the further granting of leases or permits for grazing stock of any kind upon the lands of your agency, you will of course be governed by the instructions contained in that letter, which was not before the land division of this office at the date the letter of the 15th ultimo was written.

Very respectfully,

H. PRICE,
Commissioner.

L. E. WOODIN, Esq.,
United States Indian Agent, Ponca, Pawnee, and Otoe Agency, Ind. T.

QUAPAW RESERVE, February 5, 1883.

To the Hon. COMMISSIONER OF INDIAN AFFAIRS:

We, the Quapaws, in council assembled, do hereby pray that the disposition shown to fence in the greater part of our reservation for the benefit of cattle speculators, depriving us of all advantages of having our little stock around us, destroying our crops, &c., we, therefore, do humbly beseech you to prevent the same being done. We are poor and

needy, and cannot afford to have stockmen here on our land that disregard everything relating to the interest of our tribe.

And we will ever be, your obedient children,

CHARLIE QUAPAW, *First Chief*, his + mark.
 JOHN MEDICINE, *Second Chief*, his + mark.
 ALPHONSUS VALIER, *First Councilor*.
 JAMES SILK, *Second Councilor*, his + mark.
 FRANK VALIER, *United States Interpreter*.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
 March 12, 1883.

SIR: I inclose a copy of a memorial of the Quapaws, protesting against the fencing in of the greater part of their reservation by stockmen, and asking that measures be at once taken to protect them against such unauthorized proceedings.

Accompanying said memorial is a newspaper slip containing an account of proceedings of the Quapaw Live Stock Association, which appears to have for its object the appropriation and fencing in of ranges covering all the reservations in the Quapaw Agency between Spring and Neosho Rivers.

As this action is utterly unknown to and unauthorized by this Department, you are directed to make an immediate explanation thereof to this office, and in the mean time notify all parties claiming to be interested to stop their illegal proceedings.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DYER, Esq.,
United States Indian Agent, Quapaw Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
 QUAPAW AGENCY, IND. T.,
 March 16, 1883.

SIR: I have the honor to reply to yours of the 12th instant, file marked "L," inclosing a copy of a memorial from the Quapaw Indian Council, protesting against the fencing in of the greater part of their reservation by stockmen. In reply let me state that there is nothing in it. Not a living soul has attempted to do anything of the kind. Should any one undertake to fence up a foot of land on any of the reservations of this agency they and their fence would at once be removed by my police force, and if this could not be done you would be notified promptly, and troops could be sent to do the work.

Such apprehensions are groundless, but serve the purpose of those who are using the Quapaws. Jack Fish, who I have fully advised you of in the past, tries hard at all times to scare the Quapaws, and make them think that unless he is a member of the tribe their interest will be sadly neglected. Colonel Towle, United States Army, long ago told you of Fish's object in getting into the tribe. He is one of the most worthless men I know of; and as I have often stated the sooner the Quapaws learn to let such men alone the better for their own interests. I have frequently fully explained the grazing business of this agency. Nowhere in the United States have the Government such full and complete control of the matter as they have here. In 1879 Maj. J. M. Haworth was sent here to take charge of this agency; he found large herds of Texas cattle on the range and the stockmen dealing directly with the Indians. At that time the stockmen pretended to pay 10 cents per head per year, but as the Indians collected the tax themselves they were paid in beef cattle or a few groceries (hardly ever getting cost) at the stockman's own price; so they virtually did not get over 5 cents per head per year. After Major Haworth made report of the case your Department established a rate of 10 cents per head per month, which rate has been carefully collected from that time from all parties who have herded stock on any of the reserves of the agency, but large droves of cattle, sheep, horses, and hogs belonging to farmers or stock dealers who live on the Kansas and Missouri lines run in here, free from any tax; as they are not herded we cannot get at their owners, and I know of no law to compel a payment of the tax. This special matter was presented to you last season. Under the old system, where the Indians collected the tax, as a rule what little stuff they received the larger part went to the chiefs, who have in a manner been opposed to the Government collecting the tax, as I have stated to you in former letters on this subject.

At one time I suppose there was 50,000 head of cattle on this agency (in 1869 and

1870), since which time the Texas cattle-men have all gone West, and under a rule of the agency, at present, if they choose so to do, they could not bring their stock in here, owing to the disease it is supposed they convey to native stock. I considered this a wise move to protect our Indians' stock, and have rigidly enforced it with my police. The Indians since 1879, when the Government took this matter in charge, have been thoroughly protected, not only against the introduction of Texas cattle, but in receiving a very large rate of tax per month, at least ten times greater than they ever had before.

The number of cattle on the different reserves has been small, owing to the exclusion of Texas cattle, and the high rate of tax charged, but with all this, I collected for Quapaws \$1,201.67, Peorias \$162.38, and Miamies \$118.20, last year, an amount greater than ever was collected by any one in any previous year, although, as I have stated, at times there has been at least (50) fifty times more stock on the range. The present system is perfectly satisfactory to the majority of the Indians of the agency, and is as complete as it can be made. The protest of the Quapaws is unwarranted in every respect, and I am safe in saying that if the matter had not been presented to them in a false light you would not have heard from them at all. I have not seen any of them since the receipt of your letter, but I know just where their fears originated.

There is only 51 Quapaws (men, women and children) on a reservation of over 50,000 acres. They cultivated of this vast territory last year 71 acres, and had 39 ponies and 59 cattle to eat the grass on this extensive range. Of these, 6 horses and 30 head of cattle were purchased from the funds derived from grazing.

I am safe in saying that several thousand head of cattle could be grazed here more than was on the range for years to come.

This grazing business has been a godsend to the Quapaws, and they would mourn bitterly if the cattle-men were to remove their stock. That the cattle men in any way interfere with Indian farming or the grazing of Indian stock is the merest nonsense, as I can assign the range to each stockman. I take especial care to see that their stock is placed where it cannot destroy crops, or use the range needed by the Indians. The stockmen have recently organized what they are pleased to call "The Quapaw Live Stock Association." This association embraces farmers who live in Kansas and Missouri, stock dealers, whose homes are in the "States," and Indians of the several reservations of this agency who are raisers and dealers in stock. It is not a chartered association, and has no capital, but is simply a "mutual protection union," organized so that each member can register his "brand," and in case of loss of stock it is the duty of each member finding the same to notify the parties to whom the stock belongs of its whereabouts. I have been invited to meet with them, but thus far have not been able to spare the time to do so.

Such an "association," in the eyes of stockmen west of here or in Texas, would be looked upon as a matter of very little consequence; many men who I am told belong to it do not own any cattle at all, but expect to, no doubt, some day; others have anywhere from one head to a hundred, and one company have 600 head. Some of these men have recently settled in Kansas, and will engage in farming and stock-raising; others have been in this section for some years, and had stock on the range last year. I doubt if all of these men together represent 2,000 head of stock, but each one feels that he wishes to guard so far as possible against any loss by estraying, and their organization is simply for that purpose. Not one of them to my knowledge has ever thought of erecting a fence in the Territory, much less doing so. The little "county paper," which publishes the "news" of this section, eagerly prints in as glowing a shape as possible what may in the course of a hundred years come to pass. The stockmen we deal with are the very smallest kind of operators, and, outside of the men on the immediate border, have never failed to pay their tax promptly, and comply with the rules of this agency. That there has been any illegal proceeding is a great mistake, unless these men have violated some law by forming an association for their own protection and allowing the press to make a small matter appear quite large. Could you see and know the men, the extent of their business, and so forth, you would consider it, I dare say, quite farcical.

I shall endeavor to protect the interests of the Indians of this agency, and I shall in the future, as in the past, keep you fully advised of any and all matters that I think of the least importance, or that should, without being too great a tax, be submitted to you for your consideration and action.

In this connection I wish to state that I hear the stock-dealers are getting up a petition for a reduction of the tax. When it is received I shall forward it to you for your consideration and action, but unless you see fit to order a reduction the tax will be collected at the present rate.

I am, very respectfully, your obedient servant,

D. B. DYER,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

ARKANSAS CITY, KANS., *March 14, 1883.*

DEAR SIR: I wish to know if the unoccupied part of the Nez Percé reservation can be leased for grazing purposes for cattle. They are very anxious to lease it, as it will bring them quite an income. They only use about one-fourth of it at all. The man just west of the reservation is holding a good many cattle on their reservation at present, and is paying nothing for it. I will pay them one thousand (\$1,000) dollars per year in such payments as you or their agent thinks best, or by the head on as many as can be profitably held without intruding upon the Indians at all. I can give you any references in regard to my standing and responsibility that you wish, and if I am granted such a lease I will expect to abide by such rules as you may lay down for me. I was with the Poncas about year and a half, or with Mr. Sherburne, and I know the laws quite well and am well acquainted with the Indians.

Please let me hear from in regard to this as early as possible.

Yours, very respectfully,

R. A. HOUGHTON.

Hon. HIRAM PRICE,

Commr. Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

April 7, 1883.

SIR: I inclose herewith a copy of a letter received from R. A. Houghton, dated Arkansas City, 14th ultimo, offering to lease the unoccupied portion of the Nez Percé reserve for grazing purposes at a yearly rental of \$1,000.

Under date June 16, 1882, the Hon. Secretary of the Interior decided not to approve any leases of Indian lands in the Indian Territory.

My understanding, however, of this decision now is that it applies to application for leases of particular tracts of lands for specified periods, but it is not intended to affect any fair and reasonable arrangement which a holder of stock may make with the Indians for a temporary right of pasturage, in common with others, on their unoccupied lands, subject to the approval of their agent and of this Department as provided in section 269, "Instructions to Indian Agents, 1880;" and subject also to the further condition that no fencing shall be erected, timber cut, or settlement of any kind made upon the lands by the person to whom the permit is granted, or his employé, upon pain of immediate removal therefrom. Also that such person shall observe all the intercourse laws and regulations of this Department.

I observe that Mr. Houghton states in his letter that "a man just west of the reservation is holding a good many cattle on their (Nez Percé) reservation at present, and is paying nothing for it."

It must be distinctly understood that no person will be permitted to graze cattle upon an Indian reserve gratuitously, and if the allegation made by Mr. Houghton be true the person referred to should be required to obtain a permit upon proper terms of compensation, or at once remove his cattle from the reserve.

The views expressed in this letter will hereafter govern you in respect of any applications for grazing privileges upon the reservations under your charge.

Very respectfully,

H. PRICE,
Commissioner.

L. E. WOODIN,

*United States Indian Agent,
Ponca, Pawnee, and Otoe Agency, Ind. T.*

WASHINGTON, D. C., *March, 1883.*

HONORED SIR: Herewith I hand you a certified copy of an act passed by the National Council of the Muskogee (or Creek) Nation at its last session, and in compliance with the terms of the act, the undersigned, who is a Creek citizen, requests permission to graze and pasture cattle on the Creek ceded or Oklahoma lands. These lands were by terms of the treaty made by and between the Creek Nation and the United States Government ceded to the United States (U. S. S. L., V. 14, p. 785) for the purpose of locating and settling other Indians and freedmen. Since the time of the cession there has been located and settled on these lands the following tribes of Indians: Sac and Fox, Seminoles, Shawnees, Kickapoos, Pottowatomies on the east side of said ceded lands, and Cheyennes and Arapahoes on the extreme western portion the said ceded lands, leaving in the center

portion a large tract of unoccupied and unappropriated land in one body, and which cannot now, under the late acts of Congress, be located and settled except by consent of Congress first had and obtained; and in consequence of this body of unoccupied land being held in this manner there is a determined and great strife to occupy these lands by a class of adventurous white men. The history of the repeated efforts made in the past you are familiar with.

In view of these facts and surroundings, and to assist the Government of the United States to hold these lands for the use and purposes designed and desired, and to promote, protect, and encourage stock-raising among the Creek people,

I ask that you will, in some way, issue to me as a Creek citizen, and a resident in the Creek Nation, a permit to graze and pasture cattle on said lands, now unoccupied; and I here agree that I will not occupy these lands for any other purpose, and that I will help to keep off and out of said unoccupied ceded lands all intruders, and will vacate and leave said lands at any time when requested by any officers of the United States Government having authority in the premises.

Very respectfully yours,

LEGUS C. PERRYMAN,
(*Creek Citizen.*)

Hon. HENRY M. TELLER,
Secretary of the Interior.

[Inclosure.]

Be it enacted by the National Council of the Muskogee Nation, Indian Territory, That any citizen, or number of citizens, of the Muskogee Nation shall have permission to apply to the United States authorities for a permit to graze cattle upon that portion of the Creek Nation which was ceded to the United States by the treaty of June 14, 1866, and after procuring such permit from the United States, such citizen or citizens shall be privileged to graze cattle upon said land, but shall in no way lose their rights, privileges, or immunities, nor shall they be released from any of the responsibilities pertaining to them as citizens of the Muskogee Nation. Approved October, 1882.

I, L. C. Perryman, a citizen of the Creek Nation, and a member of the Muskogee National Council, here certify that the above and foregoing is a true and a substantial copy of an act passed and approved in the last National Council, held at Okmulgee, and that the said act is now a law in said Muskogee Nation.

L. C. PERRYMAN,
Creek Delegate.

WASHINGTON, D. C., *March 4, 1883.*

DEAR SIR: I regret that the pressure of closing up the affairs delegated to me by the Creek Nation, coupled with the urgent demand for my immediate return to my people, prevents me from having a personal interview with you and saying "good by," but such is the fact; I am almost compelled to leave Washington this 10 a. m.

I have made a confidant of M. C. Brownell, and he has consented to call on you, and to present the matters I desired, but cannot. Please to secure him and confer with him in the same way as though I was personally present and made the requests.

With great respect, I remain, yours most truly,

LEGIN C. PENYMAN,
Creek Delegate.

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

PEORIA RESERVE, IND. T., *April 3, 1883.*

To the honorable Price, Washington, D. C., Commissioner of Indian Affairs:

I write you in regard to certain companies that are trying to lease our country for mineral and oil. We don't want any lease of any kind on our land. Our agent takes a very active part in trying to get our people to sign this lease, and we are afraid you would grant this lease. Now, we hope you won't grant any lease to any company, but we would most earnestly ask for allotment of our land. Hoping you will not favor any lease of our land, we will ever remain,

Yours most respectfully,

JAMES CHARLEY, SR., *Chief.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 10, 1883.

SIR: I inclose herewith a copy of a letter received from James Charley, sr., chief of the Peorias, dated 3d instant, protesting against the leasing of their lands to oil and mineral prospectors, and asking for allotments of land, which is referred to you for report.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DYER, Esq.,
United States Indian Agent, Quapaw Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Ind. T., April 20, 1883.

SIR: I have the honor to reply to yours of the 10th instant, in which you inclose copy of a letter from James Charley, sr., senior chief of the Peoria, &c., Indians.

I am not surprised at its contents, nor at any thing Mr. Charley may do. He vacillates with the wind. I will briefly give you a history of the matter; not that it will prove interesting reading, but for a better understanding. Sometime in February last a gentleman called at my office by the name of H. W. Faucett (agent of R. L. Belknap, who is treasurer of the Northern Pacific Railroad Company, No. 17 Broad street, New York, N. Y.). He stated that he had been looking over the western country for a year past, with a view of finding a new petroleum or oil region; that after seeing this section, namely, Southwest Missouri, Western Arkansas, and eastern part of the Indian Territory, he became satisfied that it is an oil country, and at once took steps to secure leases of lands in the regions as above stated. I am told that he is meeting with success in Missouri, and has already secured large tracts of the railway company, and a Scotch company who own over 200,000 acres of land. When he came to see me he stated that he had spoken to the Hon. Commissioner of Indian Affairs before he came West the second time, and that he was referred to the agent and Indians. After he stated his business I told him that before I could present the matter to the Indians he must make written application setting forth just what he wanted, and that then I would present it to the Indians. He did so, and a copy of his letter I inclose herewith, as well as form of lease left here. When he told me that he believed that oil existed here, I confess I had no faith; neither have I much at present, although such may prove the case when the experiment is once tried. The section of country he wishes to lease is worthless, unless it contains oils or minerals. Minerals he does not want, and has not asked for. He proposed to put in a "drilling machine" and sink a hole about 800 or 1,000 feet; the hole would be about six to eight inches in diameter; if oil was found a per cent. was to be given the Indians, &c., &c.

I considered the matter carefully and decided that it was a good thing for the Indians, if he found oil; if he did not, no harm could possibly be done. I hold to the same opinion still. The Indians have a vast amount of, to them, worthless land they cannot work, and some such an arrangement as this will have to be accepted if it is ever made to produce a dollar. As I said above, I have very little faith in the oil; but if these men are willing to spend their own money, and it costs the Indians nothing, I cannot for the life of me see how they can ever do better than to let the experiment be tried. After the receipt of this letter, I read it to several of the leading men of the different tribes, including the chiefs of the Miamis, and James Charley, senior of the Peoria, &c., Indians. Mr. Charley said he liked the idea, and said he would like to have me call a "council" and present the matter to the people. I did so, and, after I read the letter, I explained to them just what my ideas were. Some of them were very much pleased with it, while a majority did not express themselves. Mr. Charley, nor in fact any one else, said a word against it; but, as the matter was not well enough understood, the whole subject was left for them to talk over and call up again if they saw fit, or drop it entirely.

An Indian has little faith in "whites" generally (which, no doubt, they have come honestly by). But, to add to and complicate their understanding of this subject, some evil-disposed party started the report that if the Indians refused to make a lease of this kind, the honorable the Secretary of the Interior would do so any way. James Charley, senior, has no back-bone, is a tool in the hands of the last man who talks with him. It is as evident to me as could be to you, or any one, that unless these people want such experiments tried, nothing could be legally done, and that it

would be done no other way. In any event, before I would allow any man or company to do any prospecting under this agency, they would have to come here with contracts signed and approved by the honorable the Secretary of the Interior.

Only a few years ago a lot of irresponsible parties came here from Texas, and this man Charley gave them a lease to work for minerals, and when the Department refused to approved it he was very much disgruntled. One of these parties is still here, and married to a Peoria woman; he is the person who got Charley to write you, hoping to, in some way in the future, get his mineral lease approved.

So far as allotment of lands is concerned I have advocated the same, both in my annual reports and before the Committees on Indian Affairs of the Senate and House. I think it should be done, but if such a bill was a law to-day, this part of the reserve, composed mostly of rocks, could be of no value, unless for the minerals or oils it contains, and the only just and equitable distribution that can ever be made of it to the tribes as a whole would be to have it leased for mineral and oil purposes, and a share of the product converted into cash for per capita distribution; any other plan will not result in an equal division of values.

In advocating a lease of this kind, I have done just what you or any one else who knows the country and the best interests of the Indians would do. Not a foot of the land is agricultural, and is practically worthless, but if it contains oil could be made to yield an immense revenue for the tribe.

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

NEOSHO, Mo., March 5, 1883.

DEAR SIR: I herewith submit a form of lease for the consideration of the different tribes of Indians occupying lands in the northeast portion of the Indian Territory. In making application for leasing the lands in question for the production of petroleum, we wish it understood on their part that it is only the exclusive right to drill wells for petroleum, and the laying of pipes for the transportation of the same to the railroad. We do not wish to occupy the lands only as may be required to prosecute the work, and only temporarily at that, or as long as the production may last. Any timber that may be required for rigs, or fuel for engines, we are willing to pay for at fair or customary value. In prosecuting the development or work we would utilize the Indian labor so far as we could consistently. Those that are disposed to work could soon learn how to run engines, and do all the labor required except drilling of wells, which requires competent and skilled hands, and in employing such labor it is to our interest to employ only those of temperate habits.

You will notice the time of lease is for twenty years, with a royalty of $12\frac{1}{2}$ per cent., or $\frac{1}{4}$ of the production or its value at the place of production, with a forfeiture of the lease if the work is not commenced on the lands occupied by each tribe within one year from the date of the approval of the leases by the Department at Washington.

You will also notice that the leases are made in favor of Mr. R. L. Belknap (treasurer of the Northern Pacific Railroad Company, No. 17 Broad st., New York), he being the capitalist of the company that would be organized to prosecute the work. The title of the company would be "The Indian National Petroleum Company." The products (or their values) of the lands of each tribe would be kept separate and distinct. The system of transporting oil by pipe-line is very accurate. As we have a thorough check by the gauge of each tank, the accounts could be settled monthly or as often as may be agreed upon. In making these developments and prosecuting the work we wish it understood on the part of the different tribes that in no case will we trespass on their rights or interfere with the agricultural pursuits or do any harm on any improved land unless by their consent.

If necessary, or required to enter into bonds for the faithful performance of our part of the contract, we are willing to do so for any reasonable amount.

Respectfully submitted.

HIRAM W. FAUCETT,
General Manager National Petroleum Co. of New York.

Col. D. B. DYER,
Quapaw Agency, Ind. T.

Articles of agreement, made and entered into the _____ day of _____ A. D. 18____, by and between _____ part— of the first part, and R. L. Belknap, party of the second part:

Witnesseth, that the said part— of the first part, for and in consideration of the

sum of _____ dollars in hand paid by the said party of the second part to the part— of the first part, the receipt whereof is hereby acknowledged, and other good and valuable considerations, the said part— of the first part hereby covenant and agree to lease to the party of the second part, his heirs and assigns, all _____ right, title, interest, and claim of, in and to all _____ certain piece or parcel of land.

Said party of the second part to have sole and exclusive right to bore, explore, and dig for oil, on said lot _____ and gather and collect the same therefrom, for the term of twenty years from the date hereof.

And the party of the second part, for himself, his heirs, executors, administrators, and assigns, further covenants and agrees with the said part— of the first part _____ heirs, executors, administrators, and assigns, that upon the completion of the drilling or boring of any well upon said premises, the same shall be immediately seed-bagged below the lowest fresh-water vein or course therein, in a proper manner, to exclude the surface or fresh water from the lower part of such well, and thoroughly pumped and tested for oil; and that the party of the second part, his representatives, assigns, or those holding through, under, or for him, shall not at any time remove the seed-bag from any well on said premises in such manner as to affect or interfere with the flowing or production of oil from any other well without the consent of the said part— of the first part, _____ representatives, assigns, or the person or persons holding interests under or through said part— of the first part; and that all wells on said premises shall at all times be kept seed-bagged as above provided for, and in such manner as to exclude the surface or fresh water from the lower part thereof.

It is further agreed, that upon the expiration of the time for which this lease is given the party of the second part shall abandon the premises, but shall be at liberty to remove all tools, tubing, casing, engine or engines, machinery, rig or derrick— which he, the said party of the second part, may have placed thereon, but in no case shall the derrick— and drive or soil pipe, or anything else be removed, nor the casing, without first giving the part— of the first part the privilege of buying the same at _____ cents per foot if new when put in, and _____ cents per foot if second-hand when put in; and any well or wells dug or bored on said lot— shall be left seed-bagged in as good condition as when the same were operated by the party of the second part, and all the other improvements shall be left in like good condition, subject, however, to the foregoing provisions of this section.

It is expressly agreed, between the parties hereto, that the party of the second part, or his legal representatives, shall have the right to pass to and from the lot—to lay pipes to conduct oil or water to, from, over or under said lot—hereby leased, the road or passage and water course to be laid out by the party of the second part so as to occasion as little inconvenience as practicable to the part— of the first part, not inconsistent with the general advantage of the lessee of other lots.

It is moreover expressly agreed, by and between the parties to this instrument, that a failure of the said party of the second part to comply with any one of the reservations, conditions, or agreements contained in the within instrument, which by its terms are to be done, observed, kept, and performed by the party of the second part, shall work a forfeiture of the rights hereby granted; and the part— of the first part, _____ heirs and assigns, may re-enter upon the said lot of ground as effectually and to all intents and purposes as if this lease had not been made, without further notice, using such force as may be necessary thereto, or without accounting or repaying to the said party of the second part for any money or other considerations by him paid, laid out or expended in the premises.

And it is further provided, that the party of the second part, his executors, administrators, or assigns, or any of them, may at any time or times hereafter, during the terms hereby granted, lease, let, or demise, all or any part of the said premises hereby demised, or may assign, transfer, or make over the same, or this present lease, or any of his or their term or time therein, to any person or persons whomsoever on terms not inconsistent with this foregoing contract.

In witness whereof the parties to this agreement have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in presence of—

STATE OF _____,
_____ County, ss:

Be it remembered, that on the _____ day of _____, A. D. 18—, before me, the subscriber, _____ for the said county, personally came the above-named _____, in due form of law _____ acknowledged the above indenture to be _____ act and deed, to the end that the same might be recorded as such.

Witness my hand and seal the day and year aforesaid.

LEASES OF LANDS FOR CATTLE-GRAZING.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 1, 1883.

SIR: In reply to your letter of the 20th instant, transmitting a copy of an application of H. W. Faucett, general manager National Petroleum Company of New York, to lease lands within the limits of the Quapaw Agency for the purpose of obtaining petroleum therefrom, I have to say that it is not the present policy of the Department to approve leases of Indian lands in the Indian Territory to United States citizens for any purpose whatever, and that under no circumstances must prospecting for oil, minerals, &c., be permitted upon the reservation under your charge.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

D. B. DYER, Esq.,
United States Indian Agent, Quapaw Agency, Ind. T.

PONCA AGENCY, IND. T., April 18, 1883.

DEAR SIR: I have inclosed application No. 23011 for grazing cattle, which I believe is complete as per requirements. An early return from same would be duly appreciated, as it is getting about time to gather cattle.

Most respectfully, yours truly,

J. H. SHERBURNE.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 8, 1883.

SIR: I return herewith Mr. Sherburne's application for permit to graze cattle on the Ponca Reserve, received from him in letter to this office, dated 28th ultimo, and inclose for your information and guidance a copy of a letter, dated 25th ultimo, written by the Hon. Secretary of the Interior to Mr. E. Fenlon, as indicating the views of the Department upon the general subject involved.

You will, in conformity with said letter, exercise a careful supervision of the matter of cattle grazing upon the reservation lands within the limits of your agency to the extent indicated in said letter, taking care that the Indians are fairly dealt with, and the conditions prescribed by the Department are scrupulously observed. Any infraction thereof will be at once reported by you to this office.

Very respectfully,

H. PRICE,
Commissioner.

L. E. WOODIN, Esq.,
*United States Indian Agent,
Ponca, Pawnee, and Otoe Agency, Indian Territory.*

ARKANSAS CITY, KANSAS,
April 28, 1883.

DEAR SIR: I herewith make application to you for the privilege of grazing cattle on the unoccupied part of the Nez Percé Reservation, subject to such regulations, restrictions, rental, &c., as may be prescribed by the Hon. Commissioner of Indian Affairs. If such privilege is granted me, I would probably hold from fifteen to twenty-five hundred head of cattle on said reservation.

Yours, very respectfully,

R. A. HOUGHTON.

L. E. WOODIN,
*United States Indian Agent,
Ponca, Pawnee, and Otoe Agency, Indian Territory.*

OAKLAND AGENCY, IND. T., *April 30, 1883.*

We, the undersigned, chiefs of the Nez Percé tribe, respectfully request that the above application be granted.

YOUNG JOSEPH, his x mark.

YELLOW BULL, his x mark.

TOM HILL, his x mark.

FRANK THOMPSON, his x mark.

HUES-KE-UTH, his x mark.

YELLOW BEAR, his x mark.

THREE EAGLES, his x mark.

JAMES REUBENS,

Interpreter.

Witnesses:

J. S. WOODWARD.

WILLIAM H. NELSON.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 9, 1883.

SIR: I return herewith the application of R. A. Houghton to graze cattle on the unoccupied portion of the Nez Percé Reservation. Your attention is called to office letter of the 8th instant, transmitting copy of Department letter of the 25th ultimo, upon the subject of cattle grazing in the Indian Territory, and to the instructions therein contained.

Very respectfully,

H. PRICE,

Commissioner.

L. E. WOODIN, Esq.,

*United States Indian Agent,**Ponca, Pawnee, and Otoe Agency, Indian Territory.*

To Hon. H. M. TELLER,

Secretary of the Interior:

We, the undersigned, members of the Confederated Bands of Kaskaskias, Peorias, Piankeshaws, and Wea Indians, residents and reservees of the Indian Territory, under treaty with the United States, respectfully represent that we desire to hold and possess our lands without interruption, annoyance, or interference, on the part of any other people or tribes, and we most earnestly protest against the leasing of *any* of our said lands for mining purposes, and represent that the leasing of our lands would disturb and interrupt the quiet and peaceable enjoyment of our people now residing on said lands, and bring among our tribe people who had no interest in common with us, and create confusion and disturbance in our tribe.

And the undersigned members and reservees will ever pray.

ED. H. BLACK, *Chief.*

THOMAS PECKHAM.

DANIEL EDDY.

CHICK FINLEY.

LEWIS PASCHAL.

FELIX WADDLE, his x mark.

KILL SM ZAH BUCK.

KESH E CO QUAH, his x mark.

MARY PASCHALL.

LOUISA BAPTISTE, her x mark.

FRANK FISH, his x mark.

JAMES SKY, his x mark.

HARRIET SKY, her x mark.

JOSEPH SKY.

OLA SKY.

ORILLIO SKY.

SARAH WADDLE.

PONGE SHE NO QUAY, her x mark.

NANCY SMITH, her x mark.

CHARLES STANLEY.

KINO YAC QUAH, her x mark.

AREMILLA STANLEY, her x mark.

NANCY LABEDIE, her x mark.

WAH HE SHE QUAH, her x mark.

KAH TAH KE MONG QUAB, her x mark.

JOHN SKY.

MARY BIG KNIFE, her x mark.

[Indorsement.]

QUAPAW AGENCY, IND. T., *April 28, 1883.*

Respectfully referred to the honorable Secretary of the Interior with the information that this whole matter has already been canvassed and settled.

D. B. DYER,

U. S Indian Agent.

(Personal.)

CAREMONE, IND. T., *May 2, 1883.*

Friend MAXWELL:

It is very probable that the Nez Percés will send to your office a request for permission for me to hold cattle on their reservation; if they do, and their request receives the sanction of your office, will you do me the personal favor to telegraph me "Yes" or "No" to Arkansas City, Kansas, at the earliest moment, as there is another place I want to get if I cannot get that.

The south side (of the river) of their reservation is entirely unoccupied, except by outsiders' cattle, from which no one (but the cattle owners) derives any benefit.

I am willing to pay them (the N. P.) liberally, and at the same time aid them in resisting the encroachments of others.

Your friend,

WM. J. POLLOCK.

P. S.—I expect to be down to see you in about five weeks.

[Indorsement.]

MAY 5, 1883.

Respectfully returned to the Hon. Commissioner of Indian Affairs.

C. A. MAXWELL.

OTOE AGENCY, IND. T., *May 13, 1883.*

DEAR SIR: May I kindly refer the following to you for your kind and due consideration?

I am advised that some applications have been made to you, or to Mr. Teller, for a right to some outside stockmen to hold cattle on the Otoe Reservation by paying to the Otoe Indians 40 or 50 cents per head per annum.

If such is the case, I will kindly ask of you not to grant such until you examine the matter, as regards the number of cattle the reservation can well maintain.

We are holding cattle on said reservation, and intend to stock it to its capacity, and if the Otoe Indians desire any rent, we are willing to pay them ourselves, and stock the reserve to its capacity. We are a member of the Otoe tribe, and think we should have this privilege over outsiders, provided such an agreement meets the pleasure of yourself and Secretary Teller. Should Medicine Horse, Little Pipe, and other members of the Otoes that are south, come up and join our Otoes, it will be a hard matter to find water for a few cattle. Should outside parties be allowed to hold cattle here, they are liable to overstock the reservation and run us out.

Should this matter be presented to Secretary Teller, may we kindly ask you to refer it to him?

Please find herein post-office stamp. May I kindly ask a reply?

Yours, most respectfully,

MR. AND MRS. C. M. WARREN,

Daughter and Son-in-law of F. M. and J. M. Barnes, of Otoe Agency, Nebraska.

Hon. H. PRICE,

Commissioner of Indian Affairs, Washington, D. C.

[Telegram.]

OTOE AGENCY, IND. T.,

(Via Arkansas City, Kans., 13th), May 14, 1883.

Please receive my communication yesterday before permitting cattle in Otoe Reservation.

C. M. WARREN.

Hon. H. PRICE,

*Commissioner of Indian Affairs.*MARION, MASS., *May 18, 1883.*

DEAR SIR: Is it within your province to inform me whether a lease from the Cherokees of land in their reservation is valid or not?

I speak of the Cherokees only as an illustration, supposing that the principle applying to them will apply to other tribes in the Indian Territory. If this is not a proper question to ask you, will you be kind enough to name some one who can give me the desired information? I should be pleased, also, to learn the name of some one in the Indian Territory, or in connection with its affairs, who could inform me as

to portions best fitted for grazing, and as to proper way of securing a lease of the same. Please excuse me for burdening you with such matters, but I do not know of any one in more intimate connection officially with Indian affairs, and so address you.

Very respectfully,

C. P. HOWLAND.

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

CHICKASAW NATION, IND. T.,
June 2, 1883.

DEAR SIR: I wish to know if white men can fence unoccupied lands in the Indian Territory for grazing purposes? They (white men), under pretense of authority from natives, are inclosing large bodies of lands for pastures and are stocking them with cattle. Is this lawful? If not, it is certainly high time a stop was being put to it. What rights have I, as a native, which they are bound to respect? Can they inclose my improvements in a pasture, or can they fence up the range in my immediate vicinity without my consent? They are wireing in lands so rapidly, I am led to believe that in a short time all the unoccupied lands in this part of the Territory will have been fenced and stocked by white men.

In anticipation of an early reply, and with due reference to your high official position, I am yours, obediently,

J. L. RUSHING.

P. S., N. B.—Address me at Sivell's Bend P. O., Cooke County, Texas.

Secretary TELLER.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 3, 1883.

SIR: Your letter of the 2d ultimo, addressed to the Hon. Secretary of the Interior, complaining that white men, under pretense of authority from natives, are fencing in large tracts of unoccupied lands in the Chickasaw district for pasture grounds, and stocking them with cattle, and inquiring what rights you, as a native Chickasaw, have, which such persons are bound to respect, has been referred to this office.

In reply you are advised that under the treaty of 1855 the Choctaws and Chickasaws are secured in the undisturbed right of self-government and full jurisdiction over persons and property within their respective limits. It is presumed that the Chickasaw authorities are cognizant of these proceedings, and your first recourse as a Chickasaw citizen and subject to the national laws, for protection against any threatened invasion of your rights, should be to them. Should the Chickasaws be unwilling parties, or unable to protect their domain from encroachments by white men, it is then their privilege to call on the United States agent for protection under the treaties.

Very respectfully,

H. PRICE.
Commissioner.

Mr. J. L. RUSHING,
Sivell's Bend P. O., Cooke County, Texas.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 19, 1883.

SIR: I have received a letter, dated 13th ultimo, signed by "Mr. and Mrs. C. M. Warren, daughter and son-in-law of F. M. and J. M. Barnes, of Otoe Agency, Neb.," claiming to be members of the Otoe tribe, protesting against outside stockmen being privileged to graze cattle upon the Otoe Reservation to the exclusion of them (the Warrens), who are now holding cattle on said reserve, and propose to stock it to its capacity. They further allege that should Medicine Horse, Little Pipe, and others who are now south, come up and join the tribe, it will be a hard matter to find water for the cattle, and that should outsiders be allowed to hold cattle they are liable to overstock the reserve and run the Indians out.

This is not, of course, the spirit or intention of the Hon. Secretary's ruling upon the

grazing question, which is manifestly applicable only to such surplus lands as the Indians may have after their own requirements are satisfied. You will investigate this matter and report.

Very respectfully,

H. RICE,
Commissioner.

L. E. WOODIN, Esq.,
U. S. Indian Agent, Ponca, Pawnee, and Otoe Agency, Indian Territory.

WAR DEPARTMENT,
Washington City, June 30, 1883.

SIR: I have the honor to inclose herewith for your information a copy of a telegram of the 29th instant from the commanding general of the Department of the Missouri stating that B. H. Campbell is grazing about 2,000 head of stock in Oklahoma, and that he claims to have been authorized by the Secretary of the Interior to do so.

Will you please advise this Department whether Mr. Campbell has been authorized to graze cattle, as above stated?

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The SECRETARY OF THE INTERIOR.

[Telegram.]

FORT LEAVENWORTH, KANS., *June 29, 1883.*

Mr. B. H. Campbell is grazing about 2,000 head of stock in Oklahoma, and claims to have authority of Secretary of Interior to do so. Please inform me if he has such authority, and what is to be done in the matter.

JOHN POPE,
Major-General.

The ADJUTANT-GENERAL,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, July 10, 1883.

SIR: I have yours concerning the occupation of Oklahoma by a Mr. Campbell for the purpose of grazing cattle. Mr. Campbell has no special authority to graze in that section. He was grazing on the lands occupied by the Arapahoes and Cheyennes, who were complaining of his occupation, and desiring him to remove. I told him, in answer to a request to be allowed to go in the Oklahoma country, that if he drove his herd there temporarily, and did not attempt a permanent lodgment, the Department would not interfere.

I think occupation of the character of Mr. Campbell's a matter of no concern to the Department.

It is quite different from that of Payne and his followers, who propose a permanent occupation of the country. I understand that there are no Indians in the Oklahoma country.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. ROBERT T. LINCOLN,
Secretary of War.

UNITED STATES INDIAN SERVICE,
QUAPAW AGENCY, IND T.,
June 8, 1883.

SIR: I have the honor to submit for your consideration and approval the inclosed lease, from the Ottawa Indian tribe of this agency to H. R. Crowell, of Baxter Springs, Kans. Said Lease is made in consideration of the fact that the tribe contracted debts with Mr. Crowell in 1873 and 1874, which up to the present time they have been unable to pay. It meets with my hearty approval for the following reasons: 1st. I think it the duty of each and every person to pay their just debts. 2d. I know of no other way that these people can pay this debt and stop interest. 3d. The land that they lease is unoccupied, and is of no value to them only as it is used for grazing purposes by stockmen, and as the whole reservation of 14,860 acres only produced a revenue of \$6 for 1882, it can be readily seen that by this plan they will

hardly know that they are paying the debt, as they will have no burden to carry. 4th. The manner of payment has been for some time past a subject of discussion among these people, and after a thorough review of the whole matter in general council they decided by unanimous vote to make the lease. I have seen that the lease was carefully prepared, and believe that it is so worded that it does full justice to the Indians as well as Mr. Crowell. There has been a most cordial understanding between the parties. Mr. Crowell wishes to secure his money, and is willing to take his chances in getting it by using the ground, and the Indians are more than anxious to cancel the debt in this way. Your Department has made a thorough review of this claim, as I have myself, and find it to be just and right, and that it should be paid. I refer you to copy of office letter herewith, to Senator J. J. Ingalls, which gives file marks, &c., of your decision. I am fully satisfied that the price is liberal (ten cents per acre per year), and that before there will be any demand for this particular tract of ground the lease will have expired. I am also fully satisfied that it will be a good thing for the tribe, aside from liquidating an honest debt long since due, i. e., by giving them a home market for their labor and surplus hay and corn.

There are less than one hundred Ottawas now on their reserve of 14,860 acres. They have about 500 acres of this under cultivation; the balance is open range and is only used for grazing purposes. The tribe possess only a little over 200 head of live-stock, including horses and cattle. They could easily lease 5,000 acres more and still have ample ground for all their wants. Where every interest of the tribe is fully protected, I can see nothing but an advantage to them in making leases for grazing purposes. It at once places a restraint over the lessee which is not had in ordinary "grazing permits," and insures the payment of a fixed price which cannot be avoided.

In justice to both parties I would suggest that you approve the lease as being the best plan for the Indian to cancel a just obligation.

I inclose copy of council proceedings.

I am, very respectfully, your obedient servant,

D. B. DYER,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 28, 1883.

SIR: I have received your letter of the 8th instant, submitting for approval of the Department a lease (in duplicate) dated June 21, 1883, made between Joseph Wind and Joseph King, claiming to be duly appointed agents of the Ottawa tribe of Indians, of the first part, and H. R. Crowell, of Baxter Springs, Kans., of the second part, whereby said parties of the first part, for the consideration of \$2,500, to them paid, lease unto the party of the second part, for grazing purposes only, a portion of the Ottawa Reserve, as therein described, containing about 5,000 acres, for the term of five years from July 1, 1883, with the right to said party of the second part to fence in said land with a wire fence, and to use timber for posts therefor, and to do such other things as may be necessary to successfully carry on a live-stock business; said fencing or other improvements, at the expiration of said lease, and in the event of the Ottawa Indians not desiring to re-lease said land, to be appraised and paid for, if retained by said tribe, at a fair valuation; or should they not wish to purchase, to be at the disposal of said party of the second part as he may see fit.

Without entering upon the merits of this particular case, as presented in your letter, it is sufficient to say that the general subject of leasing lands in the Indian Territory for grazing purposes has recently engaged the attention of the Hon. Secretary of the Interior, who has decided not to approve any leases of the character mentioned.

The leases to Mr. Crowell (and accompanying papers) are therefore returned *unapproved*.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DYER, Esq.,
U. S. Indian Agent, Quapaw Agency, Indian Territory.

OTTAWA RESERVE,
May 5, 1883.

DEAR SIR: We, the undersigned, widows and mothers of orphan children, belonging to the Ottawa tribe of Indians, do humbly beg and pray that you would devote a few of your occupied moments to our cause and interest and the interests of our children. Our chief, John W. Early, Joseph King, and Joseph Wind, have left the interests of their nation, and have gone to speculating in our land, by trying to get one white family in full citizenship with us and our land and money; and we do declare as Christian women, that they are getting paid for so doing; and you are all the one that we can call upon to help us in this very wrong case. All we wish is justice. We further say that Alice Lee never was a citizen, by adoption or otherwise; and also say that she has not one drop of Indian blood in her veins; nor never was connected to an Indian; and further, she or her husband never paid one cent to the nation since their stay among us, but have raised from poverty to good circumstances, and now want to claim our land and money, just because we have allowed them to live among us and have the good of our grasses for their stock.

At the time that the Commissioner acknowledged the adoption of Francis King's family he had just six in family: himself, wife, Matilda, Frank, Michael, and Mary, and Alice Tyson was then Mrs. Lee, and up to a short time ago we never knew that they wanted or claimed a right among us. She never belonged to the King family; for she left her mother's care when she was only 4 years old, and lived and was married in the house of one Lizzie Dagnett, and was married in clothes bought by Lucian Dagnet. We know that her mother, her aunt, and her connections generally, have made affidavits, but we have the whole nation, who knows and says differently.

If this case is approved by you there will be many similar come up, and we will be cheated out of our land just as we were in Franklin County, Kansas. We know that you have put this thing in our agent's hands to settle, but we think he will be partial, for the main object here is to get lands for grazing purposes, and he has a father and brother-in-law in the stock business, and we think that he has something to do with the Baxter Springs Stock Association himself.

The three above-mentioned men, J. W. Early, chief, Joe King, clerk, and Joe Wind, citizen and brother-in-law of this Alice Lee, have just leased 5,000 acres of our land for \$500 per year for the period of five years, to this same stock association, without consulting the tribe.

Honorable Commissioner, we only wish that you could be here and see how these three men are doing with our nation and against our will. Before they began this work they were the poorest men in the nation, but now they have plenty of money. Our chief's time is out the eighth of this month, and he is doing all the mean things he can, for he knows that he will never be chief again.

If you can help us and do justice, please look into this case thoroughly before you decide, and give us unprotected women a hearing.

Yours, with much respect,

CATHERINE WIND JENNISON.
JANE KING, her x mark.
LUCIA MUDETER.
ABIGAIL WILSON.
SARAH WILLIAMS.
ESTHER KING.

EMELINE STATON, her x mark.
CATHERINE STEVENS.
SOPHIA DONLEY.
EMELINE CLARK, her x mark.
LIZZIE KING.
ELIZA WOLFE.

The COMMISSIONER OF INDIAN AFFAIRS.

OTTAWA, FRANKLIN COUNTY, KANSAS,
June 13, 1883.

DEAR SIR: The undersigned, a member of the Ottawa tribe of Indians, and a daughter of John Wilson, a former chief of said tribe, would most respectfully represent to your Department, that one John Early, a member of said tribe of Indians, and claiming to be now acting as chief, without the consent of said tribe, or the different Indians composing said tribe, has leased some 5,000 acres of the lands held in common by the members of said tribe, to white persons for grazing purposes, and to be inclosed with wire by the lessees, and for which the said Early is to receive a yearly rental of \$500, and the lease to run some 5 years, and for his acts I desire to enter this, my solemn protest, and ask the aid of your Department to interfere and prevent such agreements being made. If within your control, or within the control of the Indian Department, I would be pleased to know what are now our relations under former treaties with the Government, to wit: Are we citizens or not, and if citizens, how are our lands to be alienated; have we ceased to be a tribe?

I am here temporarily at our old home in Franklin County, Kans., our former reserve before we removed to the Indian Territory, south of Baxter Springs, to which place please address me.

One other matter, and that is, that John Early is making an effort to have the tribe recognize one Alice Lee, a white girl; and a step-daughter of Frank King, as a member of our tribe.

Frank died about 2 years ago, leaving four children, one of which was the issue of the marriage with his last wife, a white woman, the mother of this Alice Lee, and Early is making an effort to have this Alice Lee an allottee for land, to which, as a member of said tribe, I enter this as my protest, and ask your opinion in relation thereto. Hoping you will give this your earliest attention and consideration,

I remain, yours, respectfully,

ELIZA GOKEY.

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

WASHINGTON, D. C., June 22, 1883.

DEAR SIR: I inclose a telegram from Mr. H. R. Crowell, to which I invite your particular attention.

If proper, I wish very much the lease he mentions may be approved. Mr. C. is honest, reliable, and responsible.

Will you please advise me of the status of this matter?

I leave for home to-night.

Respectfully,

P. B. PLUMB.

Hon. H. PRICE,
Commissioner of Indian Affairs.

[Telegram.]

BAXTER, KANS., June 22, 1883.

Hon. H. B. PLUMB, Washington:

On June 9th I sent to Commissioner Price a lease from the Ottawas given to pay an old debt due me. Would you be good enough to examine my papers and help me, if possible? Answer.

H. R. CROWELL.

[Indorsement.]

Referred to the Commissioner of Indian Affairs.

Mr. Crowell, who signs, is a reliable person, and I call especial attention to his matter, in the hope that his wishes be complied with.

P. B. PLUMB.

BAXTER SPRINGS, KANS., August 30, 1883.

SIR: I have the honor to submit herewith for your approval a lease in duplicate between the Ottawa tribe of Indians of the Quapaw Agency, I. T., and myself. Also, herewith I inclose a petition referring to said lease, duly signed and witnessed. In asking for your favorable action on this lease and petition, I respectfully refer you to the letter of Acting Commissioner Leeds, of date April 2, 1878, addressed to the Secretary of the Interior, and to papers on file in your office, shown as follows: Quapaw I, 54; Quapaw C, 54; Quapaw P, 25; Quapaw H, 67, 1878; Claims 1534, 1877.

Early in May last, two headmen of the tribe, Joseph Wind and Moses Pooler, called upon me at my office in this place, and stated that the tribe had held a general council on April 16, previous, and had instructed them as agents of the tribe to visit me, and, if possible, make a contract with me to lease 5,000 acres of land for grazing purposes, at 10 cents per acre per annum, and thereby pay off my claim against the tribe.

My claim is \$2,500, and the agents were instructed to make a lease not to exceed 5 years in time. Such a plan of payment had never occurred to me before the proposition of the agents, but I immediately consented to settle on their terms.

I drew up a lease, as herewith shown, and sent it down by one of the agents for approval of the tribe. One of them, Moses Pooler (influenced by white men having no rights in the land), declined to carry out his instructions. The chief then appointed the clerk of the tribe, Joseph King, to take his place, and the lease was duly executed, as shown. The United States Indian agent then forwarded it to Honorable Commissioner for his approval, and it was finally returned to me unapproved. I have

since learned that a protest from certain members was sent in to the Commissioner about the same time that the lease was presented. Another general council was called for August 11, and I was invited to be present.

At that council there arose some disagreement about the price of ten cents per acre, which they had themselves fixed, and they demanded 15 cents per acre; I refused to pay this, but finally, in order to get the matter settled, I agreed with them at 12½ cents per acre, the 2¼ to be paid in cash per year.

I was instructed to draw up the petition herewith, and forward to you as a part of the lease after it had been signed, and a general council was called on August 18, to sign the petition and approve the lease. The whole tribe was present on that day, and the agent was there also, and the petition signed without a dissenting voice or action of any kind.

In view of all these facts, I think I am not asking too much to expect your approval, even against any traditional action or policy of the Indian Office.

Your attention is respectfully called to a copy of Agent Dyer's letter to the Commissioner, approving this lease. In closing, I will say that any adverse action upon this lease on the part of the Indians will come solely from whites, or through the influence of squatters who are on the land leased, and have no right whatever to remain there.

Very respectfully yours,

H. R. CROWELL.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 8, 1883.

SIR: I have received, by Department reference of the 11th ultimo, a letter from Mr. H. R. Crowell, of Baxter Springs, Kans. dated 30th of August last, transmitting for your approval a lease (in duplicate,) dated June 2, 1883, made between Joseph Wind and Joseph King, as duly appointed agents of the Ottawa tribe of Indians, located on the Ottawa Reserve, Quapaw Agency, Indian Territory, of the first part, and said H. R. Crowell of the second part, whereby said parties of the first part, in consideration of the sum of \$2,500 to them paid, lease unto the party of the second part, for grazing purposes only, a portion of the Ottawa Reserve, as therein described, containing about 5,000 acres, for the term of five years from the 1st July, 1883, to first July, 1888, with the right to said party of the second part to fence in said land with a wire fence, and to use timber for posts therefor, and to do such other things as may be necessary to successfully carry on a general live-stock business; said fencing or other improvements, at the expiration of said lease and in the event of the Ottawa Indians not desiring to re-lease said lands to be appraised and paid for, if detained by said tribe, at a fair valuation; or should they not wish to purchase, to be at the disposal of said party of the second part, as he may see fit; with a proviso giving said party of the second part the option of a refusal of said land in case the Ottawa Indians desire to re-lease the same, and for a preference in favor of said Indians in the necessary labor in erection of the fencing and other improvements.

In reference to said lease, I have the honor to state that it was originally transmitted to this office for approval by Agent Dyer, in charge of Quapaw Agency, on the 8th June last, with a strong recommendation in its favor (see copy of his letter herewith), but in view of the decision in the Fenlon case (Department letter of April 25, 1883), it was returned to Agent Dyer, with intimation that the Department had decided not to approve any leases of this character (see copy office letter of June 28, 1883).

Mr. Crowell appears to have misconstrued the action of this office in returning the lease unapproved, and now appeals directly to the Department against what he terms "any traditional action or policy of the Indian Office."

Accompanying the lease will be found a petition purporting to be signed by the adult members of the Ottawa tribe of Indians, representing that in 1873 and 1874, the tribe, being then very poor and unable to obtain food and clothing, contracted debts for the necessities of life, which they have not been able to pay; that they owe to H. R. Crowell, of Baxter Springs, for goods and family supplies, twenty-five hundred dollars; that they have no means wherewith to pay him; that they have 10,000 acres of unoccupied wild land in their reserve suitable for grazing purposes, and that they have unanimously leased to said Crowell 5,000 acres of said land for a term of five years at a rental of ten cents per acre per year, which lease he has agreed to accept in full settlement of his debt against the tribe. They therefore petition that their agent be instructed to carry out the provisions of the lease so made to Crowell, as a means of liquidating their indebtedness to him.

From an examination of the records and files of this office, I find that the claim of Mr. Crowell for \$1,974, and interest, as also that of one Joseph Benoist for \$559.79, and interest, against the Ottawa Indians, being amounts claimed to be due them respectively on balance of account for supplies furnished the Indians with the approval of their then agent (H. W. Jones) in 1873, 1874, and 1875, were filed in the Department August 17, 1877, with the request that the trustees having charge of certain Ottawa lands and funds be required to pay the amounts due the claimants, respectively; or failing that, that the Secretary of the Interior would take steps to have the same paid out of any other Ottawa funds in possession or under control of the Department.

Said claims being duly referred to the Commissioner of Indian Affairs for appropriate action, this office, in a report dated April 2, 1878, after stating the law applicable to the case, expressed the opinion that the sureties referred to had no power to appropriate any portion of the funds in their hands to any other purposes than those defined in the article of agreement under which they derived their authority, and that, inasmuch as the Ottawas had purchased the supplies on their own responsibility, and, moreover, had no provisions either in their treaties or otherwise upon which the Department would be authorized in directing payment of the claims, the claimants (Crowell & Benoist) would have to depend entirely upon the probity and justice of the Indians for their pay.

In this opinion the Department concurred, and by letter to this office of June 25, 1878, directed that the claimants should be so informed, which, on the 5th July following, was accordingly done; since which time the matter appears to have rested, until, as Mr. Crowell states, the Indians, desirous of relieving themselves of the obligation, voluntarily made the proposition to lease.

From the correspondence and papers filed in the case in 1877 and 1878 there would appear to be no doubt of the validity and justice of the claims.

Inasmuch as the application of Mr. Crowell is in the nature of a direct appeal to the Department against the action of this office, I have the honor now to return the papers, with the foregoing information, for such action as may be deemed necessary.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, October 9, 1883.

SIR: I have considered your report of the 8th instant, in the matter of the lease by the "duly appointed agents" representing the Ottawa Indians, located in Indian Territory, with H. R. Crowell, of Baxter Springs, Kans, for about 5,000 acres of their reserve, for grazing purposes, for the term of five years, from July, 1883. Consideration, \$2,500 for the term. These papers, it appears, have heretofore been submitted to your office and returned with notice that the Department had decided not to approve any leases made by Indians with cattle men for grazing lands in the Indian Territory.

Mr. Crowell now appeals to this Department from your action, and what he terms "any traditional action or policy of the Indian Office."

The facts presented in this case show it to be a peculiar one, but the policy of this Department, as announced in the letter of April 25, 1883, to E. Fenlon, esq. (copy of which was furnished you), not to affirmatively recognize any agreements or leases of the character mentioned, is adhered to.

The papers are herewith returned.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 12, 1883.

SIR: Referring to your letter of the 30th of August last to the Hon. Secretary of the Interior, transmitting a lease entered into by you with the Ottawa Indians, for about 5,000 acres of their reserve, in the Indian Territory, for grazing purposes, for a term of five years from July 1, 1883, upon certain terms and conditions therein men-

tioned, and requesting his approval thereof; I inclose herewith a copy of the Hon. Secretary's letter of the 9th instant, confirming the action heretofore taken by this office in the premises.

The inclosures submitted with your letter are herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

H. R. CROWELL, Esq.,
Barter Springs, Kansas.

UNITED STATES INDIAN SERVICE,
Ponca, Pawnee, and Otoe Agency, July 12, 1883.

SIR: I am in receipt of your letter, L. 9,010, 1883, dated 19th ultimo, stating that you received a letter dated May 13, last, signed by Mr. and Mrs. C. M. Warren, claiming to be members of the Otoe tribe, protesting against outside stockmen being privileged to graze cattle upon the Otoe reservation to the exclusion of them (the Warrens), who are now holding cattle on said reserve, and propose to stock it to its capacity, &c., and directing me to investigate this matter and report.

In reply, I have respectfully to say that said protest is simply a gratuitous piece of impudence on the part of the Warrens, with nothing whatever to base it upon. The facts of the case are these: I received a few applications from stockmen asking the privilege of holding cattle on the Otoe reserve; among them one from C. M. Warren. As he is the husband of a member of the tribe, and lives on the reservation, I presented his application first to the Otoes for such action as they wished to take in the matter. After consultation, they agreed to give Warren the privilege for one year, and upon his informing me that he proposed to largely stock the reserve with cattle, I declined to consider the other applications I had received or to present them to the Indians, and I supposed the question of outside parties grazing cattle on the Otoe reserve was definitely settled. Mr. C. M. Warren is the only person who has been granted the privilege of holding cattle on that reservation. No other outside parties are holding cattle there, and no permits will be granted for such purpose so long as Mr. Warren's permit is in force and he complies with its provisions. Mr. Warren was perfectly aware of these facts.

Very respectfully,

LEWELLYN E. WOODIN,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

SHAWNEETOWN, IND. T., *July 14, 1883.*

SIR: Having understood that the Department rules that no Indian shall lease land to a white man, I respectfully beg leave to ask whether there could consistently be any exceptions made to that ruling?

Could I in any way lease my land for a number of years—say five—provided I find a good man, and get my agent's approval? A reliable man cannot be secured without he can have the assurance of remaining more than one or two years.

I have not the means with which to hire, and while engaged in the employ of the Government, in which I hope to continue for a time, I have no chance to open out a farm; and being anxious, both on account of my own pecuniary interest and for the sake of example to my people, I am very desirous of getting the privilege of leasing my place. It would afford me a home when I need it; give me the opportunity of investing my little savings in cattle and having them taken care of, and would, I think, be a wholesome example to my people in industry, enterprise, in husbanding their little means, and in developing the resources of our country.

Your kindly interest in me since my return from Hampton gives me the boldness to use this freedom. I shall feel greatly obliged if I should be deemed worthy of receiving your advice on this subject.

Yours, obediently,

THOS. W. ALFORD.

Hon. H. PRICE,
Commissioner, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25, 1883.

SIR: I have the honor to inclose herewith a letter from Thomas W. Alford, an educated Indian, now in the service of the Government as teacher at the Sac and Fox Agency, Ind. T., in which he inquires whether there can consistently in his case be any exception made to the Department ruling on the subject of leases of Indian farms to white men.

Mr. Alford states that he has not the means with which to hire, and whilst employed in the Government service he has no chance to open out a farm; that he is desirous of the privilege of leasing his land, as it would afford him a home when needed; give him an opportunity of investing his little savings in cattle, and having them taken care of, and would be a beneficial example to his people. He asks that he may be permitted to lease his land to a good white man, with the agent's approval, for a term of five years, it being difficult to obtain a reliable lessee unless some degree of permanency is assured.

Under existing regulations of the Department, Indian farms are only rented where the lessors are widows, orphans, minor children, sick, aged, crippled, and infirm Indians, who are incapable of working the land themselves.

The present applicant does not come within either of the above-mentioned classes; but in view of the peculiar circumstances of the case, I respectfully recommend that a special exception be made in his favor, and that he be permitted, under supervision of the agent at the Sac and Fox Agency, to enter into an agreement with some responsible white man, skilled in farming, for the proper cultivation and development of his farm for the period named (five years), upon such terms and conditions as the agent may recommend, and as shall receive the approval of this Department.

The return of the inclosed letter to the files of this office is respectfully requested.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, September 17, 1883.

SIR: I return herewith the letter of Thomas W. Alford, of Shawneetown, Ind. Ter., which accompanied yours of 25th August, 1883, in which you recommend, for reasons stated, that he be allowed to lease his farm in the Indian Territory for five years.

Under the rules and regulations governing the leasing of Indian farms only "widows, orphans, minor children, sick, aged, crippled, and infirm Indians, who are incapable of working the land themselves," are allowed the privilege.

Alford does not come under any of these heads of exception, but is reported to be an educated Indian, lately from Carlisle school, who is employed as a teacher in the school at the Sac and Fox Indian Agency, Ind. Ter.

He states in his letter that he has no means to hire labor for the improvement of his farm, and while he is engaged as a teacher he cannot, of course, perform the labor himself; that he desires to lease the land for the following reasons:

It would afford him a home when he needs it, give him the opportunity of investing his savings in stock, and having a place where such stock could be taken care of. It would also be an example in foresight to his people.

In view of these facts, this applicant will be permitted to make a lease of his land, as recommended by you.

Touching the term of years, I am not so clear as to its advisability. There appears to be some force in the statement that five years' occupation enjoyed by a prudent man would yield more benefit to the lessor, but I am not prepared to change the rule. Such change might establish a precedent which might work injury. The lease should be made for one year, with the privilege of renewal from year to year for the term specified, if the care and improvement of the land show that it would be for the interest of the lessor, and not detrimental to the public interests, and if the lessor's continued absence, growing out of his profession and occupation as a teacher, seems to warrant such action.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 22, 1883.

SIR: Your letter of 14th July last asking permission to lease your farm to a white man for a term of five years has been submitted to the Hon. Secretary with a favorable recommendation from this office.

In his reply of the 17th instant (copy inclosed) the Hon. Secretary makes an exception in your favor under the peculiar circumstances of the case, but states that he is not prepared to change the rule as to time, and directs that the lease should be made for one year, with the privilege of renewal from year to year for the term specified, if the care and improvement of the land show that it would be for the interest of the lessor and not detrimental to the public interests, and if the lessor's continued absence, growing out of his profession and occupation as a teacher, seems to warrant such action.

If you will prepare and send a memorandum showing the location and description of the land proposed to be leased, names of parties and amount of rent to be paid per year, and when and how payable, this office will assist you with a form which shall be applicable to the purpose. Final approval of the lease by this Department will be necessary.

Very respectfully,

H. PRICE,
Commissioner.

Mr. THOMAS W. ALFORD.
Shawneetown, Ind. T.

WASHINGTON, D. C., July 16, 1883.

DEAR SIR: I hereby offer the sum of fifty thousand dollars for the exclusive privilege of grazing cattle on that portion of the Indian Territory lying between the reservations now occupied by the Sac and Fox Indians and the Potawatonomies on the east, and the reservation now occupied by the Cheyennes and Arrapahoes on the west, and between the Red Fork of the Arkansas or Cimmarron River on the north, and the Canadian River on the south; the said sum to be paid in advance, in lawful money of the United States, on the execution of a contract granting the privilege aforesaid, or within a period of ninety days after notice of the acceptance of this proposal.

I propose that the said contract shall run for the period of five years, unless the Government of the United States should sooner require the said lands for the purpose of locating Indians thereon by Executive order, in which case I agree to vacate said lands, and that the said contract shall cease and determine on or before the expiration of a period of nine months after notice of the issuance of the said Executive order; the United States to repay to me a sum of money proportioned to that part of the term of five years which shall remain unexpired, subject to ratification by Congress.

I also offer, during the term of such contract, at my own cost and expense, to protect said lands from occupancy by lawless and unauthorized white men and from depredations by marauders of all kinds.

Yours, very truly,

S. D. PALMER,
By R. H. STRAHAN,
Of Counsel.

The SECRETARY OF THE INTERIOR.

[Inclosure.]

WASHINGTON, D. C., July 17, 1883.

SIR: Referring to the proposition of S. D. Palmer, esq., offering the sum of \$50,000 for a contract for the privilege of grazing cattle on certain lands in the Indian Territory, filed in your office this day, I beg to offer the following considerations touching the legal aspect of the matter:

1. It will be observed that a lease of the land described is not asked for, but only the privilege of grazing thereon.
2. The lands are not public lands, technically so called, but are Indian lands in reservation.
3. The title to these lands is in the United States.
4. These lands were acquired by the United States from the Creeks and the Seminole Indians by treaty in 1866. (See vol. 14, Stat. at Large, pp. 756 and 786.)

5. It would appear from these treaties that the lands are held by the United States upon the condition that they shall be sold to and used as homes for such other civilized Indians and freedmen as the United States may choose to settle thereon.

6. Until this purpose or condition is accomplished the lands are under the control of the Executive.

7. His right to enter upon these lands for any purpose not inconsistent with the condition under which they are held is clear.

8. It is his right and duty to protect and preserve them, and to take any step which he may deem necessary to that end.

9. The proposed contract is not inconsistent with the conditions under which the lands are held, because the lands are not parted with by the Government, its control over them is not released or alienated, and even the privilege which is granted is not given for any fixed term, but is determinable by the act of the Government.

10. Embraced within the powers and duties of the executive branch of the Government to regulate, control, and protect and preserve these lands, and within the general powers conferred by Congress upon the Secretary of the Interior to supervise all public business concerning Indians, Indian affairs, and relations and lands, there is undoubted authority for the execution of such a contract as is here asked for.

The following considerations, it is submitted, bear strongly in favor of the policy of such a contract.

1. It tends to preserve the lands until the Government is prepared to fulfill the purpose for which they are held.

2. It secures the grass crop from waste and total loss to the Government, and enables it to realize thereon.

3. It relieves the Government from the great expense attending the removal of and resistance against the attempts of squatters and lawless men.

All of which is respectfully submitted.

Yours, very truly,

ROBERT H. STRAHAN,
Counsel for 120 Broadway, New York City.

The Hon. the SECRETARY OF THE INTERIOR.

SHERMAN, TEX., July 17, 1883.

DEAR SIR: We would like to procure a lease of the Oklahoma strip of country lying north of the Chickasaw tribe, and on the waters of the South and North Canadian Rivers—or at least a portion thereof—for a term of five or ten years, or longer.

We are neighbors to this country and would like to have its use for grazing purposes only, and, if allowable, with privilege of inclosing same, or portion thereof, with wire fence upon such terms as may be right.

We learn that a bill will probably be introduced in Congress authorizing its lease, and we would like to have the country if it can be leased legally now or hereafter. Any information upon this subject will be appreciated. Will give such references and guarantees as may be necessary.

Very respectfully,

KIMBERLIN R. E. AND L. S. ASSOCIATION,
Per J. C. WILLIAMS, *Secretary.*

Hon. H. M. TELLER,
Secretary Interior, Washington, D. C.

HIGBEE, MO., July 19, 1883.

DEAR SIR: Having heard that there had been an arrangement made with a part of the Indians of the Indian Territory whereby there were a part of their lands to be leased, and knowing no other way to get full particulars of the matter only through you, thought I would write you. If you can give me full explanation of it you will very much oblige,

Yours, respectfully,

J. M. RENNOLDS.

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

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 3, 1883.

SIR: Your letter of the 16th ultimo, addressed to the honorable Secretary of the Interior, inquiring about leasing land in the Indian Territory, has been referred to this office.

In reply you are informed that under date of 25th April last the honorable Secretary replied to an applicant for a lease of Indian land in that country as follows:

"It is not the present policy of the Department to affirmatively recognize any agreements or leases of the character you mention."

Stamped envelope inclosed in your letter is herewith returned.

Very respectfully,

H. PRICE, *Commissioner.*

J. W. RENNOLDS, Esq., *Higbee, Mo.*

TOPEKA, KANS., July 29, 1883.

MY DEAR SIR: I want to start a cattle ranch in the Indian Territory, on Ephraim Creek or Skeleton, just north of Cimeron or Salt Fork, in the Creek purchase.

I want to comply with the law and regulations of the Department. There are no Indians from whom I can get a permit, so I apply direct to you.

I want to put in 1,000 heifers with Hereford bulls. Please write me at once what I am to do. A great many men are in this Territory with cattle, and I take it there must be some regulation.

I refer you to Judge D. K. Cartter, Senator Plumb, &c.

Yours,

S. N. WOOD.

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

UNITED STATES INDIAN SERVICE, SAC AND FOX AGENCY,
Tama County, Iowa, August 3, 1883.

SIR: I have the honor to report the condition of the Fox tribe of Indians under my charge at this agency for the month of July, 1883. * * * Our Indians here have received information from Indian Territory that the Sacs were negotiating with parties of white people to lease the pasture lands belonging to the Sac and Fox tribes for the purpose of herding and feeding cattle for a period of ten years, and in consequence of such a report the chiefs and headmen of the Fox tribe have notified the chiefs and headmen of the Sac tribe in Indian Territory that they claim one-half of all the proceeds of such a lease if made, and that they should be informed of the terms of said lease before the same is concluded, and that they would inform the honorable Commissioner and ask him to give proper instructions to the Indian agent in Indian Territory to protect their just rights thereto, and in accordance with their request I most respectfully ask the honorable Commissioner to look after their interests in that quarter. * * *

I remain, very respectfully,

GEO. L. DAVENPORT,
United States Indian Agent.

Hon. H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 4, 1883.

SIR: It having been reported to this office that the Sacs and Foxes of your agency are negotiating with United States citizens for a lease or leases to the latter of grazing lands on the Sac and Fox Reservation for a period of ten years, you are directed to ascertain whether there is any foundation for the report, and fully inform this office thereon as early as practicable.

Very respectfully,

H. PRICE,
Commissioner.

JACOB V. CARTER, Esq.,
United States Indian Agent, Sac and Fox Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
SAC AND FOX AGENCY, IND. T.,

October 10, 1883.

SIR: In reply to your letter L 14139, 1883, dated Washington, October 4, 1883, I have the honor to state that about the close of June last or the first of July, E. B. Townsend and C. C. Pickett, representing one company; Moon and Lambert, another company, and one Clark and Moore, representing the third company, made application to lease a part of the Sac and Fox Reservation for grazing purposes. I laid the matter before the Sac and Fox Indians in council, informing them that unless they unanimously favored a lease I would not support one, and requested them to hold a council to themselves to decide the matter, which they did, spending about two days in council, and decided not to lease *any* of their reservation; since which time I have received applications to lease land of the Sac and Fox Indians for grazing purposes, but I have invariably told them that the Indians would not lease their lands.

I do not know of either of the above parties having conversation with the Indians on the subject out of my presence, and but little talk on the subject in my presence, and but little to me. After the Indians came to the above decision, the above parties has never made any farther propositions, as I know of, to me or the Indians.

As I do not allow United States citizens or any other citizens to be "negotiating" with my Indians without my knowledge on any business matter, or instructing, or advising them without my consent, or in my presence (except superior officers), I will be very thankful to you to inform me who makes the statement, that I may be enabled to investigate the matter.

If there is any "negotiating," or any propositions to negotiate at this time, I know nothing about it, nor do I think the Indians would hear any.

I am, very respectfully,

JACOB V. CARTER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
SAC AND FOX AGENCY, IND. T.,

October 10, 1883.

SER: I have the honor to inform you that it is rumored that one George L. Young, a white man adopted among the Pattawatomies, has gone to Kansas for the purpose of negotiating a lease with some parties for a portion of the Pottawatomie Reservation for the purpose of grazing cattle, at which a portion of the Pottawatomies and the Ab. Shawnees are very indignant and bitterly opposed.

I have not had time to investigate the above rumor, but may be able to report in a few days.

The Shawnees nearly all have small herds of cattle, and some of them have good herds, and my opinion is that the Pottawatomies had better turn their attention to getting herds of their own than trying to lease their lands that they may live off of money so obtained.

Very respectfully,

JACOB V. CARTER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
SAC AND FOX AGENCY, IND. T.,

October 15, 1883.

SIR: I have just been informed by George L. Young, a white man, a member of the Pottawatomies, that he had bargained with some parties in Kansas to lease a portion of the Pottawatomie Reservation for grazing purposes. He informed me that he wanted me to take a part in closing the lease. Now, I have the honor to respectfully request to be informed if it is in accordance with the wishes of the Department for these Indians to lease a portion of their reservation.

While there is a large portion of their reservation that is fit for nothing but grazing purposes, and is a great rendezvous for outlaws to roam over, a lease might have a

tendency to break up such gangs. I do not wish to take any part unless it is in accordance with the wishes of the Department.

Very respectfully,

JACOB V. CARTER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 24, 1883.

SIR: In reply to your letter of the 15th instant, stating that you have been informed by one George L. Young, a white man and member of the Pottawatomies, that he had bargained with some parties in Kansas to lease a portion of the Pottawatomie Reservation for grazing purposes, and requesting to be advised whether such a project is in accordance with the views of the Department, you are informed that it is not the present policy of the Department to approve any leases of Indian lands for grazing purposes. You will govern yourself accordingly.

Very respectfully,

H. PRICE,
Commissioner.

J. V. CARTER, Esq.,
United States Indian Agent, Sac and Fox Agency, Ind. T.

To the Hon. Secretary of the Interior, Washington, D. C.:

SIR: The Citizen Band of the Pottawatomies were each and every one notified to meet in council near Sacred Heart Mission.

The object of the meeting was to get an expression of sentiments in regard to leasing the surplus land of our reserve for grazing cattle. The result of the meeting you will find herein inclosed. Previous to this time, a gathering of our people on the 4th of July, 1883, a portion of the people had an informal meeting to discuss the question of the propriety of leasing our surplus lands. Thereupon George L. Young suggested that a committee of three be appointed to execute a lease to the highest bidder. A subsequent meeting was held by Mr. Young with few members of our band, when he heard that a company would lease the land there. He again suggested that he should become a member of the aforesaid committee. Seven of those present implicitly consented, though every member of the committee were absent except one. Whereupon Mr. Young immediately proceeded to Topeka, Kans., to meet the company who had made some propositions to him, and suppressed better bids which were made to him by other parties; refused \$2,000 more than the bid he accepted, and instead of working for the interest of his people, he accepted \$1,000 from the company and \$500 per annum to secure to said company the lease of this our surplus lands. Wherefore, as chairman of the committee that was appointed and recognized on the 29th day of October, 1883, and the meeting of the committee the day following, I, in behalf of my people, respectfully ask that your honor set aside as spurious and without authority the lease executed by Geo. L. Young, if presented for your consideration, and grant us the rightful privilege of leasing said lands to the highest bidder. I submit these matters for your consideration, and make this report to your honor, as the said Geo. L. Young represented to our people that as soon as they would sign the pay-roll he would pay them their lease money, which was subject to his order, \$4,000. Thereby he has influenced three or four men and several women, heads of families, who are residents in Pottawatomie Reserve. Would further state I have been credibly informed that he is getting signers outside of our reserve, near Topeka, Kans., who have never resided on the said reserve according to the act of Congress May 23, 1872.

All of which I respectfully submit for your favorable consideration.

I remain, respectfully yours,

A. F. NAVARRE.

P. S.—Reference to Major Carter, United States Indian agent for Sac and Fox Agency, Ind. T.

[Inclosure No. 1.]

Proceedings of the Council Sacred Heart Mission, Pottawatomie Reserve, Ind. T.

OCTOBER 29, A. D. 1883.

At a general council of the Citizen Band of Pottawatomes, notice having been previously given to all the band, together with those now residing on the aforesaid reserve, Mr. Anthony F. Navarre assumed the chair temporarily, to call the meeting to order and perfect the organization.

On motion, Mr. A. Bourbonnais was nominated to act as president of the meeting, whereupon he was duly elected.

Mr. Navarre moved that T. J. Lazzell and Joseph Moose be elected as secretaries of this meeting; the motion was carried by unanimous vote, and the aforesaid gentlemen declared duly elected. The president elect then called the meeting to order and proceeded to business.

Mr. George L. Young moved "whether we were for the lease or against it." Mr. Baptiste Bruno having seconded the motion, same was discussed. Mr. Young, however, withdrew his motion.

Mr. Navarre made a motion, seconded by Chris. Pierce, "whether they were in favor of the lease made to Reford R. Bertrand, by George L. Young, John Anderson, and Peter the Great"; the vote resulted in a unanimous vote against the lease.

Mr. Lazzell's motion of "are you in favor of leasing our surplus land to the highest bidder" having been duly moved and seconded, and the vote taken, resulted in favor of it, by over three-fourths majority.

Mr. Lazzell then moved that a committee of five men be appointed to negotiate and execute said lease, which motion was carried by a vote of over three-fourths in favor of appointing said committee.

Vote being taken, the following committee was appointed: Anthony F. Navarre, Peter Moose, Davis Hardin, Peter the Great, and John Whitehead.

On motion of Mr. Lazzell, the committee were to have thirty days' time for the reception of bids on same; unanimously carried.

On motion of Mr. Young that we adjourn until thirty days from to-day, was unanimously carried.

A. BOURBONNAIS, *President.*

T. J. LAZZELL,
JOSEPH MOOSE,
Secretaries.

We, the members of the committee, having been duly appointed and authorized by the Citizen Band of Pottawatomes at a general council held near Sacred Heart Mission, Ind. T., at the old council ground, October 29, 1883, to negotiate a lease for our surplus land, met October 30, 1883, at Mound Prairie, to organize preparatory for business.

On motion of Davis Hardin, Anthony F. Navarre was nominated to act as president of the committee; motion was seconded and carried, and Mr. Navarre declared duly elected by unanimous vote of the committee. Joseph Moose was nominated and elected secretary *pro tem.* Peter Moose was duly nominated and elected secretary of said committee. After some discussion "whether we receive sealed or open bids," vote was taken, resulting in a unanimous vote in favor of open bids let to the highest bidder of Indian blood. It was further agreed and voted that we insert the notice for bids in the Kansas City Times. Mr. Navarre then moved to adjourn, to meet again at Mound Prairie Wednesday, November 28, 1883, which was unanimously carried.

A. F. NAVARRE,
President of Committee.

JOSEPH MOOSE,
Secretary pro tem.

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

SIR: Your letter without date addressed to the Hon. Secretary of the Interior, protesting against the approval of a lease alleged to have been entered into by George L. Young, on behalf of the citizen Pottawatomes, with a Kansas company, of the surplus lands of the Pottawatomie Reservation for grazing purposes, and asking permission to lease said lands for similar purposes to the highest bidder, has been referred to this office.

In reply, you are informed that the act of Congress of May 23, 1872, expressly prohibits, until otherwise provided by law, the leasing of allotted tracts on the Pottawatomie Reserve, except to the United States or persons of Indian blood lawfully residing within said Territory, and then only with permission of the President, and under such regulations as the Secretary of the Interior shall prescribe. This prohibition is held by this office to extend to the unallotted lands of the reservation. Moreover, the Secretary of the Interior has decided in applications of a similar nature that it is not the present policy of this Department to approve any leases of the character indicated.

Very respectfully,

H. PRICE,
Commissioner.

Mr. A. F. NAVARRE,
*Care of J. V. Carter, United States Indian Agent,
Sac and Fox Agency, Ind. T.*

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

SIR: Referring to office letter of the 24th ultimo, relative to the leasing of surplus lands on the Pottawatomies' reserve for grazing purposes, I inclose herewith for your information a copy of a letter addressed from this office to Mr. A. F. Navarre, in reply to one received from him by the Secretary of the Interior upon the subject.

You will caution the parties moving in the matter that no lease will be approved by this Department, and keep this office advised of any further developments.

Very respectfully,

H. PRICE,
Commissioner.

JACOB V. CARTER, Esq.,
United States Indian Agent, Sac and Fox Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., November 16, 1883.

SIR: Inclosed please find a petition, signed by the Pottawatomies, addressed to the honorable the Secretary of the Interior, protesting against a lease that George L. Young was about to negotiate for the Pottawatomies. They have since "gone back on" George L. Young, and have sent one Anthony Navarre to Kansas to negotiate with other parties.

I have the honor to state that this lease matter is causing no little disturbance among the Shawnees as well as the Pottawatomies, and, while a few of the old and infirm are needing the revenue arising therefrom, it will be a disadvantage to the tribes on the thirty-mile square tract, and there ought to be a stop put to it.

Very respectfully,

JACOB V. CARTER,
United States Indian Agent.

HON. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure.]

SHAWNEETOWN, IND. T., October 6, 1883.

HON. H. M. TELLER,
Secretary of the Interior, Washington, D. C.:

We, the undersigned, Citizen band, Pottawatomie, residing in the limits of the thirty-miles square tract, respectfully represent to your honorable body that there is a lease for grazing purposes to be made with some Kansas City company, and we say that the party which are about to enter a contract with the Kansas City party have no legal authority, and we ask you to see into the matter and have it stopped, because the matter will cause trouble amongst us. Our desire is to live in

peace. Hoping that our petition will be granted, herein we subscribe our names against the said lease.

JOHN WALL.
 DAVE HARDEN.
 THOMAS HARDEN.
 SEZAR DUCAS, his x mark.
 THOMAS GOODBOO.
 SAMUEL ALLEY.
 CHARLES BERGERON.
 JOSEPH MELOT.
 CHARLES ELDRIDGE.
 JOHN MCKINNEY.
 A. BOURBONNAIS.
 SHIP-SHE-WAH-NOO, his x mark.
 ANTONIO FULLAR.
 ANTHONY TASCIER, Jr.
 A. F. BOURBONNAIS.
 JOSEPH REGNIER.
 PETER PAMMANE KE-DUCK, his x mark.

JOHN CLINTON.
 L. A. DARLING.
 P. B. GREEMORE.
 ANTONIO TESSIER, sr., by consent.
 MIKE BOWLES.
 W. C. BOYER.
 FRANK STOTT.
 T. J. LAZZELL.
 J. W. LAZZELL.
 JOSEPH MOOSE.
 PETER MOOSE.
 STEPHEN NEGAHNQUET.
 JOSEPH APTESKA.
 NANWAKE, his x mark.
 PAUL TOWPER.
 THOMAS NOEL.
 DAVID LAUGHTON.
 FRANK LECLERE, his x mark.

(Formerly chief of the Pottawatomie nation, who was intimidated into signing aforesaid lease, and who withdraws his name and signs this remonstrance.)

PAS-SO-SHEP-SHE-WANNO.
 JAMES YOLT.
 G. W. GREGSON.
 FRANK PAS-KAH-WEE, his x mark.
 JAMES BULDUN.
 J. M. BALDAW.
 ROBERT BALDAW.

SAMUEL BALDAW.
 AMABLE TOUPIN.
 W. B. TROWSDALE.
 SEYMORE KAHDLT, his x mark.
 NICHOLAS TROMBLA.
 H. FRIGAR, jr.
 A. T. NAVARRE.

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., November 22, 1883.

SIR: I have the honor to inform you that Thos. E. Berry presented a contract for lease for grazing cattle on about three townships of land on the thirty-mile square tract of land of the Pottawatomie Reservation, comprising a tract in the northwest corner, about 6 miles wide, extending from the North Fork of Canadian River on the north to Little River on the south. The contract is gotten up by Thos. E. Berry and Andrew Berry on one part and the headmen of the Ab. Shawnee Indians of the other part.

Not being able to see how the Ab. Shawnee Indians have the right to lease any part of the above reservation, I declined to have anything to do with said lease. I presume the contract will be forwarded to the Indian Office for action.

Thos. E. Berry is the licensed trader at Shawneetown.

Very respectfully,

JACOB V. CARTER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Osage Agency, September 12, 1883.

DEAR SIR: I inclose herewith a contract made between the Kaw Indians and T. J. Gilbert for a lease of the northern portion of their reservation for grazing purposes for the term of ten years from October 1, 1883, on conditions as described in said lease. Also the authority of the tribe given in open council to parties signing said lease on behalf of the tribe.

By reference to the map of the Kaw Reservation it will be seen that the lease comprises about half the reservation, and lies south of and adjacent to the State of Kansas. But three parties have ever settled within the limits of this tract, and their claims are excepted.

The Indians have never occupied this land themselves, but have for years past permitted cattle to be grazed upon it; and the most they have ever received for such

grazing has never reached \$800 in any one year. It is on the trail where large herds of cattle are driven through, both east and west, for which they receive but nominal pay, but which prevents them from letting it to other parties. They have provided a driveway along the State line of half a mile in width. I believe it is the best thing they could do with this tract, for the following reasons:

(1.) They do not need it themselves for either agricultural or stock purposes at present.

(2.) Its situation is such that it cannot be utilized to advantage without being protected by fencing.

(3.) The amount to be received by terms of lease is six or seven times that they have received or likely to receive unless leased to parties for a term of years, with privilege of fencing.

(4.) The Indians are poor, and this amount annually would be of great benefit to them.

(5.) It will assist them in protecting their reservation and securing to themselves the benefits arising therefrom, as is more fully shown by their request for protection of the balance of their reservation by letter of this date.

They desire that the proceeds of this lease be collected by the Indian agent in charge or some one designated by the Indian Office, and paid to them annually per capita.

At first only one contract was made. Parties were informed that contracts should be made in duplicate at least, after which others were signed.

This lease was made in accordance with the wishes of almost every person in the tribe, and I trust will meet the approval of your office.

Yours, very respectfully,

L. J. MILES,
United States Indian Agent.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 4, 1883.

SIR: I have received your letter of the 12th ultimo, transmitting a lease, in triplicate, made between a committee of Kaw Indians of the one part, and Thomas J. Gilbert, of Cowley County, Kansas, of the other part, of the northern part of their reservation, estimated to contain 52,413.02 acres, for grazing purposes, for the term of ten years from October 1, 1883, at a yearly rental of 4 cents per acre, and asking approval thereof.

In reply, I have to inform you that the lands assigned to the Kansas (or Kaw) Indians under the act of June 5, 1872, and which they now occupy, were, by indenture dated June 14, 1883, conveyed by the Cherokee Nation to the United States in trust for said Indians.

The legal estate in the lands therefore being vested in the United States, the Kansas Indians have no power of themselves to enter into any contract, lease, or other obligation respecting the same.

As indicating the present policy of the Department upon the grazing question in the Indian Territory (outside of the five civilized tribes), I inclose herewith a copy of a letter addressed by the honorable Secretary of the Interior to Mr. E. Fenlon on the 25th April last.

The papers inclosed with your letter are herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

L. J. MILES, Esq.,
*United States Indian Agent,
Osage Agency, Indian Territory.*

SENECA, MO., November 23, 1883.

SIR: As a member of the Paola Indians under the charge of the Quapaw Agency, Indian Territory, I desire to protest against the further fencing of our eminent domain, and would suggest that there are some 12,000 or 14,000 acres now under fence; that the benefits are confined to a very few, and the masses of our people get no benefits therefrom. There is now a proposition to fence all our land east of Spring River, which will be utilized in the same way to our detriment.

Respectfully, yours,

E. C. LYKINS.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 30, 1883.

SIR: I have received a letter dated Seneca, Missouri, 23d ultimo, signed by E. C. Lykins, claiming to be a member of the Paola Indians, attached to your agency, protesting against the further fencing of their domain, and stating that there are some 12,000 or 14,000 acres now under fence, the benefits whereof are confined to very few. Also that there is now a proposition to fence all their land east of Spring River, which will be utilized in the same way to their detriment.

You will report fully to this office thereon, and state what, if any, fencing has been erected on the reservations under your charge, by whom, and by what authority.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DYER, Esq.,
United States Indian Agent,
Quapaw Agency, Ind. T.

HIGBEE, MO., November 6, 1883.

DEAR SIR: I wrote you some time since in regard to the lands of the Indian Territory, and have never received any answer from you. It may be asking too much of you; if it is not, would be under many obligations to you if you could give me some information in regard to the leasing of their land.

I want to lease a large body of land for the purpose of raising cattle, and have heard that there was a portion of the Territory to be leased, and thinking that you knew more about it than any one else, that you would be the proper one to apply to for the desired information. If I am mistaken, you will please pardon me for the error. If it is consistent, you will please let me hear from you at your earliest convenience.

Yours, &c.,

J. M. RENNOLDS.

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

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
November 12, 1883.

SIR: Your letter of the 6th instant, addressed to the honorable Secretary of the Interior, in regard to the leasing of lands in the Indian Territory for stock-raising purposes, has been referred to this office.

In reply, I have to state that under date of August 3 last you were advised by letter from this office that on the 25th of April last the honorable Secretary replied to an applicant for a lease of Indian lands in that country for similar purposes, as follows: "It is not the present policy of the Department to affirmatively recognize any agreements or leases of the character you mention."

Very respectfully,

H. PRICE,
Commissioner.

J. M. RENNOLDS, Esq.,
Higbee, Mo.

[Telegram.]

TULSA, IND. T., November 12, 1883.

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

Hold the Tulsa Osage land stock lease without your approval until you hear from us by letter of protest.

CYRUS RIRIE,
And other Osage citizens.

OSAGE NATION, INDIAN TERRITORY,
November 12, 1883.

HON. HENRY M. TELLER,
Secretary of the Interior:

Your undersigned petitioners, citizens of the Osage Nation, beg leave to represent that the authorities of our tribe in their last council granted several large land leases to certain citizens of the United States for the use of grazing stock.

In one of these leases, known as the Tulsa lease, made to Crane & Laremar, lying in the southern portion of our nation, will include inside of their fence the homes of eight or more of some of the most thrifty stock-raising Osage citizens, and deprive the rights of several more such citizens, living near that point, from the grazing lands that they have for six or ten years used for their stock. The lines of this lease are as follows: Commencing at the southeast corner of the Osage Nation, running north to a point between Delaware and Hominy Creeks, thence running due west taking in all of the Delaware Creek country to a point on the Arkansas River, thence down said river to the Creek and Osage line, thence running east on said line to the place of beginning.

Our ranches and homes are located on said Delaware Creek (a creek running into Bird Creek, a few miles below the mouth of Hominy Creek), and would be a great damage to us to move from our places and ranches and to give up the best grazing lands to parties leasing these lands; also the valuable water of said creek.

We do further state that when these leases were granted improper means were used to secure these leases, and that one band of our people were not represented in the council, but were out west visiting the Pawnees at the time (*i. e.*, Tall-chief and his band). It is claimed that the leases were made for the purpose of raising revenue for our nation.

We here state that rather than to give up our homes and best grazing lands to non-citizens, we will pay to the Osage Nation 3½ cents per acre per year, in advance, for the use of said lands for grazing purposes, and will inclose it as they promise to do.

We left our lands in the State of Kansas, and came down here to make farmers and stock-raisers, and we wish to have the first right to these lands. If the said lease did not include the Delaware Creek country we would have had nothing to say. We sent in our written protest to our council against leasing the Delaware Creek lands; but we learn that it was not read to the council by the influence of some of the parties interested in these leases.

If the policy is to teach the Indians farming and stock-raising we think our proposition should meet with more favor than non-citizens, who have no right here and offer so much less for use of these lands.

We ask, therefore, that an investigation be made from your office before said grants go into operation, and pray your protection in our behalf.

NINKA-KEE-PONA, his x mark.
NINKA-KOON-LAH, his x mark.
HOOSA-NOLA-LAW, his x mark.
A-KOON-KA-HA, his x mark.
NEE-HE-THA, his x mark.
KAHEKA-TAH, his x mark.
MAH-SHA-KEE-TAH his x mark.
TAH-WE-HE, his x mark.
PAY-TSHE-MAHE, his x mark.
KAY-KE-WAEN, his x mark.
HUEY-WA-NINKA, his x mark.
CHSA-WAH-PA, his x mark.

ITA-KA-HEKA, his x mark.
MAHE-COO-MANE, his x mark.
TAH-HA-LEE, his x mark.
ISABELLA NEWMAN.
JANEE CAPTAIN.
CYRUS RIRIE.
LOUIS ANGEL, P., his x mark.
COLETUS MUD, his x mark.
WILLIAM CEDAR, his x mark.
SOPHIA CEDAR, her x mark.
ROSA CEDAR, her x mark.
LITTLE EAGLE, his x mark.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 4, 1883.

SIR: I have received, by Department reference, a communication (copy inclosed) dated 12th ultimo, signed by Ninka-kee-pona, Ninka-koon-sah, Isabella Newman, Janee Captain, Cyrus Ririe, Louis Angel, Coletus Mud, William Cedar, Little Eagle, and some fifteen other Indians, claiming to be citizens of the Osage Nation, protesting against the action of their tribal authorities at the last council in granting several large land leases to certain citizens of the United States for grazing purposes, notably in that known as the Tulsa lease (limits whereof are given), made to Crane & Laremar, for lands in the southern portion of the nation, which they state will include inside the fences the homes of eight or more of some of the most thrifty stock-rais-

ing Osage citizens, and deprive several more such citizens, resident near that point of grazing lands they have for six or ten years used for their stock.

Petitioners state that their ranches and homes are located on Delaware Creek, and that it would be a great damage to them to move and give up the best grazing lands to other parties, besides losing the valuable water of the creek. They further allege that improper influence was used to obtain said leases, and that one band (Tallchief's), then absent on a visit to the Pawnees, were not represented at the council; also that their written protest made to the council against leasing the Delaware Creek lands was suppressed by interested parties.

They further proffer their readiness, rather than give up their homes and grazing lands to non-citizens, to pay to the Osage Nation three and one-half (3½) cents per acre per year, in advance, for the use of said lands for grazing purposes; and ask that before the grants made by the council go into operation the matter be inquired into by this office.

You are directed to make a full investigation of all the facts in connection with the alleged leases, and report thereon fully to this office with the least practicable delay.

It is proper to add that, the outside of the inclosed communication, no intimation has been made to this office of the granting of the alleged leases, and that the present policy of the Department is to withhold approval of any such action on the part of the Indians.

Very respectfully,

H. PRICE,
Commissioner.

L. J. MILES, Esq.,
U. S. Indian Agent, Osage Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
Osage Agency, December 4, 1883.

DEAR SIR: The grazing of cattle on this reservation has been the cause of much annoyance for two or three years past, and foreign cattle have drifted on the reservation in large numbers within the past year, a great many persons having settled around the border for the purpose of holding stock, allowing them to drift on to graze during the spring or "gathering time." Cowboys are continually riding the reservation, hunting and driving out cattle, and members of the nation have been compelled to keep constantly with their cattle to keep them from being driven off with other stock or following bunches that are driven off, and there has been a constant complaint about cattle being lost. There has also been more or less complaint about cattle that were held on the reservation drifting with the Indians' cattle and destroying their fields. After considering the matter for a long time, they concluded that it would be better for them to lease some of their vacant land around their border, and not issue *permits* to those not members of the nation to hold cattle inside.

The Osage council have made the following leases:

One in the bend of the Arkansas River, opposite the Ponca Reservation, to J. N. Florres and William J. Pollock.

One along the State line of Kansas to E. M. Hewins, Thomas Lahy, L. U. Wait, Carpenter & King, extending from the eastern line of the Kaw Reservation to the Osage settlements on the Cany River.

One in the east to John Sodestran, from Sand Creek to the settlements on Candy Creek, and one on the the south to Crane & Larrimer, reaching as far north as Delaware Creek and west to the Arkansas River. Mr. Brown (an Osage) has a pasture in the northeast corner of the reservation, reaching from State line south to settlements in Cany, and Mr. Hampton (an Osage) has built one between the settlements of Cany and Sand Creek on the east.

It will be seen by tracing the lines of those leases that it leaves a border gap along the Cany River on the north and east, across Sand Creek, and from the settlements on Cany Creek south to Delaware Creek on the east. It is the intention of the council to ask for material to put up a fence along the Osage border, connecting those leases as soon as the leases are surveyed, so that the amount of material required can be ascertained. A part of the contract with lessees is that they shall put up and maintain a good fence around their lease.

This arrangement when carried out will entirely protect the Osage Reservation on the north, east, south, and nearly all the west, except that part joining the Pawnee Reservation. The Osages will have inside this inclosure over a million acres of land, and the inclosure will be built and maintained at a nominal expense to them, besides

bringing them an income of over ten thousand a year for lands that they are not utilizing.

A few claims will be inclosed in the leases, but satisfactory arrangements have been made with such parties whereby they hold their claim, and their stock is permitted to run inside.

The arrangements were all thoroughly talked over and understood before the leases were made, and all are well satisfied except Mrs. Captain, a widow lady that resides on Hominy. She first consented to the lease below her, and wanted it let; afterwards, however, she changed her mind and objected. The council listened to her objections and granted the lease, having left her a range of about 8 miles in width, and as far west as she wanted, which they considered ample for her and those around her, it being one of the best ranges in the nation, with Hominy Creek running through the center of it.

I have understood that since the action of the council she has been stirring up the Indians about the matter, circulating a petition, and securing some signers by false representations, asking that the lease be revoked, claiming oppression on her part and on the part of some others, while in reality, as near as I can learn, it is in the interests of herself and some other parties that are anxious to get a small portion of the lease containing the water for themselves, thus rendering the balance worthless. I can only say that I think the council have acted very fair with her; that I have seen all the parties whose claims are within the limits of *all* the leases, or the representatives of such parties; that all have expressed themselves as satisfied with the arrangements; and am thoroughly convinced that some such protection as this is the only means by which the stock interest of this nation can be secured.

All the progressive members of the nation think that to have their reservation thus protected, so that they can safely turn loose inside, is as good a thing as they want.

Copies of contracts will be presented for your inspection by parties holding them soon, and any further information you may want in the matter will be cheerfully given.

Yours, very respectfully,

L. J. MILES,
United States Indian Agent.

Hon. HIRAM PRICE,
Indian Commissioner.

OTOE AGENCY, IND. T., November 30, 1883.

DEAR SIR: We are holding cattle upon this reservation by right of lease from the Otoe Indians. There is a young man here who has a birthright, being a quarter blood, that intends putting from 600 to 1,000 head of cattle here and holding them on his right without paying any tax, which will be infringing on our lease. I got the lease with the understanding that the grazing privileges were *exclusively* ours, and will respectfully request that the man in question be instructed by the Department not to put on these cattle. I have talked with him of the matter, and he claims a perfect right by tribal relation, and says he has contracted the cattle to be delivered here and will hold them; that the Department agent nor Indians have no grounds to interfere with him, as he has as much right as any member of this tribe, and so long as there is any range at all he or other Indians have the preference. Kindly advise us at your earliest convenience and greatly oblige.

Very respectfully,

C. M. WARREN.

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

RED ROCK, OTOE AGENCY, December 1, 1883.

DEAR SIR: I am a quarter-blood Otoe, and I expect to put some cattle on the reservation and hold them on my right. The reservation is now under lease, and it is probably well over stocked to such an extent as to totally prohibit the Indians from farming, which is evident from the fact that the number held here now by the lease has done much damage to the Indians' fields, causing constant complaints, and any addition will considerably discourage them in their farming pursuits, and I appeal to you as proper authority to protect my rights.

Please me at your earliest leisure.

Yours, very respectfully,

WILLIAM D. BARNES.

The SECRETARY OF THE INTERIOR.

OTOE AGENCY, IND. T., December 8, 1881.

DEAR SIR: I have the honor to address you as follows: Last spring I leased this reservation from the Otoe Indians for grazing purposes, agreeing to pay them 50 cents per head for all stock we held on it. When the time came to make payment, we counted something over 500 cattle and horses, which would have amounted to a little over \$250. The Indians, influenced by the agent, were made to believe the capacity of the range was 1,000 cattle, and they should ask me for \$500. Agent Woodin stated that I had written you a letter complaining, and that you had referred my letter back to him, and he stated that he would get even with me in this way. I thought if the Department agent and Indians were willing to allow 1,000 cattle held here I would put them on and pay the required amount; so I paid \$514. I wanted to get a lease from the Indians for a term of years, but Agent Woodin said the Department would not allow the land leased only from year to year, and stated further that the Department would not allow the range stocked to such an extent as to interfere with the Indians' farming, and that he would not allow any one to do this, so I very naturally submitted to his ruling, as I know 'tis the policy of the Department to encourage the Indians to farm as much as possible. A man by name of McClellan, who has a cattle ranch on the Cherokee strip joining this reservation, build a fence around his range and run it upon this reserve for about five miles in order to take in some springs. I very quietly and gentlemanly advised Agent Woodin that such was the case. He said he would look into the matter at once, but nothing further was ever done or said, more than that he told this man McClellan that I had discovered the survey, at which McClellan threatened to put 5,000 cattle upon this range if I ever mentioned the matter again. All of the above facts only reached my ears in the last two weeks.

About thirty days ago, Mr. McClellan came to me and wanted me to get a lease of this reservation from the Indians for ten years, and he would go in with me and put about 5,000 very inferior cheap cattle upon it, then go east, form a stock company, and sell out. I told him I would be obliged to refuse his proposition, (1) because it was not lawful to get a lease for over one year; (2) the range is very scarce of water, and would not support that number of cattle; (3) it was the desire of the Department to have the Indians farm, and I know from experience that it would be impossible to keep the cattle out of Indian fields, as the principal creeks are lined with farms, and the cattle are bound to range there on account of water, and would continually be breaking into fields and destroying crops.

McClellan said that would make no difference to us, as we would not bring cattle until next spring; that we could sell it out, in this way getting out of the middle ourselves, leaving the stock company and the Department to fight it out. On my rejecting his proposal, he has undertaken it. A few days ago he came here, called the chiefs off the reservation to his cow-camp, gave them a feast, then offered them \$1,500 per annum for a lease of the entire reservation for a term of years. Then returned to the agency and made similar offers; Agent Woodin paid no attention to these proceedings. McClellan told the Indians I should have paid this amount, for as it is I was swindling them out of \$1,000 a year, &c. He worked around them and from the amount of money the interpreters and chiefs had, gives me reason to believe he gave it to them. Agent Woodin and son (the latter in charge of this agency) have been showing favors to McClellan all this time, which proves they are backed by some consideration, as they are to retire from office soon, have no interest in doing the right thing by the Indians. The chiefs came to me and I told them I would give 50 cents a head per annum for all the cattle the new agent or Department said I could put here, without interfering. That the number running here now caused some complaint, but I willingly paid all damage; 3,000 or 4,000 head would almost eat them out. I have figured, if the tribe should get \$1,500 a year, 'twould amount to about \$6 each, whereas if they would raise a wagon load of corn 'twould be worth from \$9 to \$15, besides teaching them to work. Should the crops be destroyed by cattle they would be in idleness the balance of the year. I thought it the desire of the Department to allow only what cattle the land would support without trespassing on Indian improvement. Agent Woodin, for reasons better known to himself, has permitted this McClellan to do just what he has forbidden me, and I feel I have been deeply wronged. I find all I have said to him in defense of Department and Indians he has told this man and used it against me. I understand McClellan has succeeded in getting the promise of the lease from Indians, and is soon to make part payment. While I have kept back, subject to Agent Woodin's instructions, he has allowed this man to come in, undermine me, and tamper with the Indians. I have explained this money and farming business to the Indians, but they don't want any one to talk work to them, but fancy a man like McClellan who tells them his lease money will enable them to live with less work. The interpreter here is an Iowa, and has figured extensively with this party in influencing Indians. He is a man of questionable character, having lost a position in his own tribe for complicity in underhand work against agency government whilst in Nebraska. He was called here by Agent Woodin to succeed one Battiste Derion, who has acted as interpreter for 12 years.

Battiste having been removed for entering a complaint to inspector, I feel confident he would be reinstated were the plain facts known by Department. Through fear of Agent Woodin he has refrained from writing you. I would like to lease this reserve and wish to do it in accordance with the law, and if you do not care how many cattle are placed here I can pay Mr. McClellan's price. I naturally suppose the Indians must be looked after first. I take the liberty of placing this letter in your hands through this medium. Hoping you will sift this matter down and retain this letter in your possession, I am anxious to hear from you, trusting you will see fit to stop the McClellan proceedings. My wife is interested here, being a quarter-blood. Thanking you for your attention, we think if 'tis leased we should have the preference.

Yours, very respectfully,

C. M. WARREN.

P. S.—McClellan handles Southern cattle and will subject the Otoe and my cattle to the fever. I think his intentions are to rush the matter through quick as possible, so Agent Woodin can sign the lease as agent before he retires.

C. M. W.

The SECRETARY OF THE INTERIOR.

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/ The undersigned, members of the confederated tribes of Weas, Peorias, &c., do most respectfully enter herewith their earnest protest against the granting of permission, either by the Department or our agent, for the fencing of any more of our domain, and ask that the proceeds of that already fenced and rented to grazers be divided per capita among our citizens. The result of the present fenced lands is the destruction of the range and the confinement of stock belonging to citizens to a limited range, and the proceeds of pasturage on fenced lands is given to a few individuals, instead of the body of our people.

THOMAS PECKHAM.
DANIEL EDDY.
JIM SKY, his x mark.
HARRIOT SKY, her x mark.
PAH-KON-DOW-WAH, her x mark.
JUSTINA MERRISS.
ELLEN STATON.
JOSEPH SKY.

JOHN BEAVER.
KAH TAK KE MONG QUA, her x mark.
CHARLES STANLEY.
PONG-E-SHE-NO-QUAH, her x mark.
MARY PASCHALL.
FRANK FISH.
E. W. W. LYKENS.
LOUISA FISH.

(Received Office Indian Affairs, December 13, 1883.)

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CLARKSBURG, WEST VA.,
January 1, 1884.

SIR: In further compliance with instructions contained in Department letter of November 3, 1883, I have the honor to report that I have carefully and impartially inspected the Osage Agency, Indian Territory, and as a result of my observations respectfully submit the following:

* * * * *

A very considerable portion of this reservation is very rough and rocky, and not adapted to successful cultivation, but is well watered and is considered very good grazing land. These Indians own quite a number of horses and cattle, but not enough to graze the whole of it, and as a consequence have done as others upon other reservations within the Indian Territory, they having leased 380,000 acres for grazing purposes to (6) different parties, at from 3 to 3½ cents per acre, as will appear from memoranda herewith marked Exhibit No. 2, also diagram of same attached, giving the number and location of same. These leases were made by the legal representatives of the Osage Nation in open council, as will appear upon left margin of Exhibit No. 2.

I also inclose memoranda, Exhibit No. 3, of a lease of 52,000 acres, made by the Kaw with F. J. Gilbert, at 4 cents per acre. This 52,000 acres is substantially fenced with a 5-strand wire fence. Principal work was done by the Kaw Indians, for which they received a fair compensation for their labor.

* * * * *

Very respectfully, &c.,

ROBERT S. GARDNER,
U. S. Indian Inspector.

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

EXHIBIT No. 2.

OSAGE AGENCY, IND. T., December 18, 1883.

Memorandum of leases made by and between the Osage Nation and citizens of the United States, and ratified by the legal representatives of the nation in open council, September 29 and November 8, 1883.

Date when granted.	Parties to whom granted.	Acres.	Price per acre.
			<i>Cents.</i>
Sept. 29	Florer & Pollock	75,000	3
Nov. 7	E. M. Hewens	80,000	3½
Nov. 8	Leaky & Carpenter	50,000	3
Nov. 8	Waite & King	45,000	3
Nov. 8	John Soderstrour	50,000	3
Nov. 8	Crane & Larimer	80,000	3
		380,000	

All of the above-mentioned leases to take effect April 1, 1884; payments to be made quarterly, in advance, to the treasurer of the Osage Nation.

EXHIBIT No. 3.

OSAGE AGENCY, IND. T., December 18, 1883.

Memorandum of leases made by and between the Kaw Indians and citizens of the United States, and ratified by the tribe in general open council assembled.

Date when granted, ————. T. J. Gilbert, 52,000 acres, at 4 cents per acre.

The above-mentioned lease to take effect October 1, 1883; payment to be made April 1 of each year to the agent in charge, and by him to be disbursed to the Indians per capita.

No. 2.

COPIES OF DOCUMENTS AND CORRESPONDENCE ON FILE AND OF RECORD IN THE OFFICE OF INDIAN AFFAIRS AND DEPARTMENT OF THE INTERIOR, SO FAR AS THE SAME RELATE TO LEASES OF LANDS ON THE KIOWA, COMANCHE AND APACHE, WICHITA, AND CHEYENNE AND ARAPAHOE RESERVATIONS; ALSO THE UNOCCUPIED LANDS WEST OF NORTH FORK OF RED RIVER, ALL IN THE INDIAN TERRITORY, TO CITIZENS OF THE UNITED STATES, FOR CATTLE GRAZING AND OTHER PURPOSES.

[Furnished in obedience to Senate Resolution dated December 4, 1883.]

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., August 18, 1879.

SIR: I have the honor to state that I have for some time been trying to arrive at some conclusion as to how the vast area of fine grazing land now unoccupied, belonging to this agency, could be utilized advantageously to the Indians. There are tens of thousands of acres that are not touched any year, out of which a nice income might be realized.

I had a conversation with Mr. R. D. Hunter, the present beef contractor, on the subject, and he at once made the following offer, which I submit for your consideration: He agrees to put eight or ten thousand head of cattle at some point designated by the agent, and pay for all sizes 10 cents per head per year for the privilege. His was the one offer, and I have no doubt he will do better; but as it is a matter for your decision, I would like to hear from you on the subject. I do not submit as a final proposition, but wish to know if such a thing would be allowed, and if so, I will ascertain the best that can be done, and then submit the case to you. You see even at

the low price of 10 cents per head it would make an income of \$1,000, which would purchase for the Indians 200 calves, and be that much of a saving to the Government in the purchase of stock cattle. Or, if you choose, the grazing privilege might be paid in young cattle.

If the grass of the reserves can be converted into cattle, why not do it?

To make these people self-supporting they must have herds of cattle, and I am anxious to press the matter forward as fast as I can. The sooner they are supplied with cattle that much sooner will they be in that condition and to that end I want to bring all the points to bear.

If the privilege is granted I would not favor guaranteeing protection against depredations, so that claims could be made against the Government.

Please let me hear from you.

Very respectfully,

P. B. HUNT,
Indian Agent.

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

UNITED STATES SENATE CHAMBER,
Washington, October 19, 1881.

SIR: I have the honor to hereby respectfully ask permission of your Department to treat with the Kiowa and Comanche Indians and their agent to secure the privilege of grazing cattle in the section, in the southwest corner of the Indian Territory, known as Greer County. It embraces the country west of North Fork of Red River, and east of the one-hundredth meridian, and is claimed both by the State of Texas and United States Government, and also by the Indians, and would be worthless for grazing purposes without the consent of the Indians, as they would have the grass, and deplete on the stock. The consideration to be paid the Indians will be in cattle, and the number to be agreed upon to the satisfaction of the Indians and their agent. There is fine grass in this district that at present is doing no one any good, and by effecting this arrangement the Indians, as well as the stockmen, will be benefited. The near approach of winter makes it necessary for prompt action. We therefore hope this will have your early consideration.

Very respectfully, your obedient servant,

H. A. LEWIS.

I respectfully recommend the above proposal to the favorable consideration of the Commissioner of Indian Affairs, and hope it will be accepted.

RICH'D COKE,
U. S. S., Texas.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 20, 1881.

SIR: I am in receipt of your letter of the 19th instant, asking permission of this Department to treat with the Kiowa and Comanche Indians, and their agent, to secure the privilege of grazing cattle in the section of land in the southwest corner of the Indian Territory, north of the South Fork of Red River, and east of the one hundredth meridian.

In reply, you are informed that the Kiowa and Comanche Indians have no interest in the lands in question—they form a portion of the Indian Territory proper, and are held by the United States solely for Indian purposes.

Upon similar applications, the honorable Secretary of the Interior held that he had no power to grant the desired permission.

Very respectfully,

H. PRICE,
Commissioner.

H. A. LEWIS, Esq.,
(Care Hon. Richard Coke, U. S. Senate.)

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 27, 1881.

SIR: On the 19th instant Mr. H. A. Lewis addressed a letter (copy herewith) to this office (bearing the favorable indorsement of Senator Coke), asking permission to treat with the Kiowa and Comanche Indians and their agent to secure the privilege of grazing cattle in the section of country in the southwest corner of the Indian Territory, known as "Greer county," embracing the country west of the north fork of Red River and east of the one hundredth meridian, and claimed both by the State of Texas and the United States Government, as also by the Indians; the consideration to be paid to the Indians to be in cattle, in such number as may be agreed upon, to the satisfaction of the Indians and their agents.

By office letter of the 20th instant, Mr. Lewis was informed, in reply, that the lands in question form a part of the Indian Territory proper, and are held by the United States solely for Indian purposes; that the Kiowa and Comanche Indians had no interest in them, and that on similar applications the Secretary of the Interior had held that he had no power to grant the request.

In response to your verbal reference for information respecting the status of the land in question and the views of this office upon the subject matter of Mr. Lewis' application, I have the honor to report as follows:

As to the status of the land: The tract of country referred to formed a portion of the lands "leased" to the United States by the Choctaws and Chickasaws under the treaty of June 22, 1855 (11 Stat., 611), "for the permanent settlement of the Wichita and such other tribes or bands of Indians as the Government may desire to locate thereon."

The subsequent treaty with the Choctaws and Chickasaws of April 28, 1866 (14 Stat., 769), substituted a direct purchase for the lease, but did not alter or extinguish the trust. In 1867 the Kiowas, Comanches, and Apaches were settled upon a part of the ceded lands (treaty of October 21, 1867, 15 Stat., 581); in 1869 the Cheyennes and Arapahoes were located on other portions of the ceded lands by Executive order, the Wichitas being already on a portion of the same lands, prior to the purchase thereof by the United States. That portion in respect of which the present application is made forms a part of the Indian Territory, although not yet set apart for any tribe of Indians, and the jurisdiction thereof is within the United States (see report of the Commissioner of the General Land Office to the Secretary of the Interior, dated May 10, 1877; Annual Report G. L. O. for 1877, pp. 75, 76).

By the intercourse act of June 30, 1834 (4 Stat., 729), this tract was (*inter alia*) declared to be Indian country, and as such is held for Indian purposes alone, according to the understanding with the several treaties with the Indian nations or tribes in that Territory whereby such lands were acquired, and it is subject to the intercourse laws as embodied in the Revised Statutes of the United States, secs. 2111-2157.

As to the subject matter of the application now before the Department, upon an application of one R. D. Hunter, referred by the War Department, July 13, 1880, for leave to hold and graze cattle for a term of years upon a tract of country in the Indian Territory, situate immediately east of the Cheyenne and Arapahoe Reservation, and forming a part of the Territory ceded to the United States by the treaty with the Creeks, June 14, 1866 (14 Stat., 782), "to be sold to and used as homes for such other civilized Indians as the United States may choose to settle thereon," your immediate predecessor was of opinion that he had no power to grant the request, and hence the application was returned disapproved.

The present case is analogous in all respects. It is true that no Indians have as yet in fact been settled upon the land in question, neither is it attached to or within the jurisdiction of any local agency, but it is held by the United States, subject to appropriation for the permanent settlement of such Indians as the Government may desire to locate thereon under the direct trust declared by the treaty with the Choctaws and Chickasaws of June, 1855, before referred to; and I respectfully submit that it is against the settled policy of the Government looking to the location of Indian tribes upon the unoccupied lands of the Territory that any concession in respect of such lands or any part thereof should be made either to corporations or private individuals calculated to interfere with the due execution of such trust.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, October 28, 1881.

SIR: Referring to your communication of the 27th instant, in relation to the application of Mr. H. A. Lewis for permission to graze cattle upon certain Indian lands in the southwestern part of the Indian Territory, between the Red River and the north fork thereof, I desire an expression of your opinion upon the question whether, if there are no Indians upon said lands nor Indian rights therein that would conflict with such permission, a temporary privilege to pasture, to expire June 1, 1882, the party, having the privilege, employing Indian herders, would be objectionable?

Very respectfully,

S. J. KIRKWOOD,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
November 1, 1881.

SIR: An application has recently been made to this Department by one H. A. Lewis, on behalf of an association of Texas cattle-raisers, for permission to hold and graze cattle upon the unoccupied lands of the Indian Territory (sometimes called "Greer County" west of the North Fork of Red River and east of the 100th meridian adjoining the Kiowa and Comanche reservation.

The honorable Secretary has referred the application to this office, with the following question: Whether, if there are no Indians upon said lands, nor Indian rights therein that would conflict with such permission, a temporary privilege to pasture, to expire June 1, 1882, the party having the privilege employing Indian herders, would be objectionable?

I shall be glad to have your views on the subject as soon as possible.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
U. S. Indian Agent, Kiowa and Comanche Agency.

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., Nov. 7, 1881.

SIR: I have the honor to acknowledge receipt of your letter of November 1st (L. 1869-'81) in regard to an association of Texas cattle-raisers having made application to graze cattle upon unoccupied lands of the Indian Territory west of the North Fork of Red River.

The Kiowas and Comanches have, ever since the Medicine Lodge treaty, claimed this section of country, though they have been frequently told that the North Fork of Red River was the western boundary of their reservation as established by the said treaty; still they contend that it was the intention of the treaty to give them the strip of land between the North Fork and the one hundredth meridian, and no longer than about a year ago the subject was discussed by them at a general council, and a special request made to have the matter presented to the Department, asking to have it added to their reservation, which was more fully set forth in my letter of September 12, 1880.

While they have no right under the treaty to this strip of country, they have regarded it as theirs, and I do not think it will be well to take a tax for grazing unless the money or its equivalent is paid to them.

The employment of Indian herders might be made a condition of the lease to the mutual advantage of those concerned, under fair and equitable restrictions, but I would suggest that the association be required to report monthly the name and number of such employés, the number of days employed, and the amount due or paid to each.

If something definite could be agreed upon, with proper supervision provided for, so as to prevent trouble and complications, and the association or parties holding cattle would not expect to be paid for all alleged losses, and if the amount received from this source could be used for the benefit of the Kiowas and Comanches, I would be in favor of it.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 14, 1882.

SIR: In the matter of the application of H. A. Lewis for permission to graze cattle upon unoccupied lands of the Indian Territory west of the North Fork of Red River, which formed the subject of your communication to this office of the 25th October last, and in which you desired an expression of my opinion upon the question, whether, if there are no Indians upon said land, nor Indian rights therein that would conflict with such permission, a temporary privilege to pasture, expiring June 1, 1882, the party having the privilege employing Indian herders, would be objectionable, I have to say that immediately upon receipt of such communication I caused a letter to be written to the United States Indian agent for the Kiowa, Comanche, and Apache Indians, whose reservation adjoins the lands in question, and who are more immediately interested, for an expression of his views in the premises.

I have the honor now to transmit herewith a copy of a letter received from Agent P. B. Hunt, dated 7th November last, in which he expresses the opinion that an arrangement of the character suggested might, under proper restrictions, be made, to the mutual benefit of the applicants and the Indians, provided the revenue or its equivalent be made available for the latter.

Notwithstanding the views of the agent, I still respectfully adhere to the opinion expressed in my letter to the Department of the 27th October last, as to the impolicy and undesirability of making any concessions for grazing or other purposes to corporations or individuals in respect of the unoccupied lands of the Indian Territory, and I am the more impelled to do this on account of the troubles and dissensions which more or less arise out of the presence of cattle-men therein, and the persistent endeavors which are constantly being made by outsiders to obtain a foothold by any and all available means in the Territory. I think that the granting of the present application would serve to establish a precedent which, by reason of the numbers who would speedily seek to avail themselves of it, would only result in complications with the neighboring Indians and injury to the service.

In regard to the claim of the Kiowas and Comanches to the land in question, referred to in Agent Hunt's letter, I would remark that under article 11 of the existing treaty with those Indians, dated October 21, 1867 (15 Stat., 581), the North Fork of Red River forms the western boundary of their present reservation, but that, under article XVI of the same treaty the right is reserved to them to hunt on the lands south of the Arkansas River, formerly called theirs (so long as the buffalo may range thereon in such numbers as to justify the chase), as agreed upon by the treaty of the Little Arkansas, concluded October 18, 1865 (14 Stat., 717). This right, therefore, attaches to the section of country west of the North Fork of Red River, in respect of which Mr. Lewis' application is made.

Very respectfully, your obedient servant,

H. P. RICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE,
KIOWA, COMACHE, AND WICHITA AGENCY,
Anadarko, Ind. T., January 18, 1882.

SIR: I have the honor to state, upon information received from various sources regarded as trustworthy, corroborated by the reports of my Indian police, that there is now a very large number of cattle ranging in the Indian Territory over the country west of the North Fork of Red River, and that most of them were taken there from the Texas border since the date of your letter to me of November 1st (L. 18,969-1881), regarding the lease of that country by an association of Texas cattle-men.

During the last thirty days great numbers of these cattle have crossed over the North Fork, and are at present ranging far into the Kiowa and Comanche Reservation, extending along the entire western border, and it is impossible to keep them out with the aid of my police force only, unless by enforcing unusual and severe remedies, which I am apprehensive would result in greatly impairing the usefulness by destroying the discipline of my Indian police, and necessarily in some measure disturb the peace and quiet of the other Indians on this reservation.

If these cattle have been taken to that country in anticipation of the contemplated lease being consummated, or are there without authority from the Department, I request that measures be at once taken to have them removed out of the Territory, so that I can more efficiently protect this Indian reservation from the encroachments of cattle-men, which, under more favorable conditions, with a border line of more than

200 miles to guard, and with the means at my command, can be done only by the utmost vigilance.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 28, 1882.

SIR: Referring to my reports of the 27th October and 14th instant, relative to the application of R. A. Lewis and associates to graze cattle upon the unoccupied lands of the Indian Territory west of the North Fork of Red River and adjoining the Kiowa, Comanche, and Apache Reservation, I now inclose a copy of a letter received in this office from Agent P. B. Hunt, Kiowa, Comanche, and Wichita Agency, dated the 18th instant, stating that he has information from trustworthy sources, corroborated by reports of his Indian police, that there is now a very large number of cattle ranging over the section of country referred to, and that most of these were taken there from the Texas border since the date of office letter to him of November 1 last, relative to the lease of that country by an association of Texas cattlemen; that during the last thirty days great numbers of these cattle have crossed over the North Fork, and are at present ranging far into the Kiowa and Comanche Reservation, extending along the entire western border, and that it is impossible to keep them out with the aid of the agency police force only unless by enforcing unusual and severe remedies, which he is apprehensive would result in greatly impairing the usefulness of his Indian police, and thereby disturb the peace and quiet of other Indians on the reservation.

Agent Hunt requests that if these cattle have been taken to that country in anticipation of the contemplated lease being consummated, or are there without authority from the Department, measures be at once taken to have them removed out of the Territory, so that he can the more effectually protect his reservation from the encroachments of cattle-men, which, under more favorable conditions, with a border line of more than two hundred miles to guard, and with the limited means at his command, can be done only by the utmost vigilance.

I have the honor, therefore, to recommend that the honorable Secretary of War be requested to at once cause the necessary measures to be taken for the prompt removal, at the hands of the military, of all herds of cattle (other than Indian herds), with the persons in charge thereof and their assistants, from the section of country referred to, namely, the lands west of the North Fork of the Red River within the Indian Territory, and also from the Kiowa and Comanche Reservation.

I inclose a copy of this report.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, February 1, 1882.

SIR: Referring to your communication of the 28th ultimo, in relation to the intrusion of cattle-men upon lands in the Indian Territory west of the North Fork of Red River, as well as upon the lands of the Kiowa, Comanche, and Apache Reservation, and asking that the military may be called upon to remove said intruders from said Territory, I have to say that, so far as the Kiowa, Comanche, and Apache Reservation is concerned your request has been this day complied with, and I inclose, for your information, a copy of my letter to the honorable Secretary of War, preferring the request with the suggestion that Agent Hunt be instructed to give such aid and information to the military as he can in the matter of removal.

Touching the lands west of the North Fork of Red River, I am informed that the State of Texas makes some kind of claim to said tract. It is clear to me that the claim is not well founded, but as there is a bill now pending in Congress in relation thereto, it is not deemed advisable by the Department to interfere with the parties upon these lands until Congressional action has decided their status.

Very respectfully,

S. J. KIRKWOOD,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

DEPARTMENT OF THE INTERIOR,
Washington, February 1, 1882.

SIR: Complaint has been made to this Department by the Commissioner of Indian Affairs that cattle-men are trespassing upon the lands of the Kiowa, Comanche, and Apache Indian Reservation in the Indian Territory.

I respectfully request, in view of the fact that the intruders cannot be removed by the force at the command of the agent, Mr. Hunt, that the military commander at Fort Sill may be instructed to use the military in removing from the lands of said reservation all cattle, cattle-men, and herders found thereon, except the cattle and herders of the agency and the Indians belonging thereto.

Agent Hunt will be instructed to afford such information and aid in the matter of the removal of intruders as may be practicable.

I am, sir, very respectfully,

S. J. KIRKWOOD,
Secretary.

The Hon. SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
February 15, 1882.

SIR: Referring to your letter of the 18th ultimo, relative to the intrusion of Texas cattle-men with their herds upon the unoccupied lands west of the North Fork of Red River and upon the Kiowa and Comanche Reservation I have to inform you that the matter was promptly reported to the Department, with a request for the aid of the military to remove the intruders.

I now inclose a copy of the honorable Secretary's reply, dated the 1st instant, with copy of the inclosure therein referred to (letter to Secretary of War), by which you will perceive that, so far as the reservation lands are concerned, the request of this office has been complied with; but as regards the lands west of the North Fork of Red River it is not, for reasons stated in the Secretary's letter, deemed advisable to interfere with the parties thereon until Congressional action has decided their status.

You will, as suggested by the honorable Secretary, render all necessary aid and information to the military for the removal of the intruders from your reservation.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent Kiowa, Comanche, and Wichita Agency, Ind. T.

FORT SILL, IND. T., *February 28, 1882.*

SIR: In reply to communication originating with the honorable Secretary of the Interior, and referred to me for action, I have the honor to report that up to this time I have not been called upon by the Indian agent. When he does, will carry out what is required as far as possible, but will add the inability of this or a much larger command to do what is asked. Between here and Red River, south and west, embracing the Kiowa and Comanche Reservation, there are not less, I am reliably informed, than 50,000 cattle without authority.

To drive these cattle off would take an immense skirmish line, as they, the cattle, drift all over; even if successful in driving them off across the Red River they would be driven back by Texans or would return at once themselves. One of the owners of some of these cattle, estimated at 10,000 to 20,000 head, tells me he has tried his best to keep them in the Chickasaw line, but of no avail. He says he is willing to pay the Indians so much for the privilege of grazing, and others, he believes, would do the same thing. I understand this is done in the northern part of the Territory, and the system might be well adopted here, give satisfaction to Indians, and solve a problem which in its present condition is an almost impossible one. I merely suggested the above, not to evade any attempt to perform duty, which to do thoroughly is impossible, but to give my ideas in the matter for further action or recommendation by the department commander if he so sees proper.

I am, sir, very respectfully, your obedient servant,

GUY V. HENRY,
Major Ninth Cavalry, Commanding.

ASSISTANT ADJUTANT-GENERAL,
*Department of the Missouri,
Fort Leavenworth, Kans.*

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., February 27, 1882.

SIR: I have the honor to acknowledge receipt of your letter of 22d instant.

On the 18th of January I wrote the Hon. Commissioner of Indian Affairs for instructions as to the cattle held in the Indian Territory, west of North Fork, as it was not on my reservation, and stated if cattle were allowed to remain there that it would be very difficult to keep my own reservation clear of trespassers.

The Hon. Secretary of the Interior thought it best to wait until the claim of Texas was settled by the present Congress as to the status of the section of country referred to, but stated he had requested the Hon. Secretary of War to have troops furnished to help keep the Kiowa and Comanche Reservation clear.

This I could have had any way, I am quite sure, as you have shown a willingness to comply with my requests.

For the present, then, we will have to let that section of the country alone, until action is had by Congress.

I will ask you soon, however, to help me to keep the southwest corner and southern border of the Kiowa and Comanche Reservation clear.

I believe your idea of establishing a camp a good one, and I do not see how Suggs' large herd can be kept out without some such action.

I am still willing, as I informed Col. Mizner, that Suggs may hold for his beef contract as many as 1,500 head, but if he attempts to go beyond it, I will then be compelled to carry out what seems to be the views of the Secretary of the Interior and put out "all cattle men and herders found therein, except the cattle and herders of the agency, and the Indians belonging thereto."

Very respectfully, your obedient servant,

P. B. HUNT,
U. S. Indian Agent.

Col. G. V. HENRY, U. S. A.,
Commanding Fort Sill, Ind. T.

[Indorsements.]

FORT SILL, IND. T., *March 1, 1882.*

Respectfully forwarded for information of dept. commander. The establishing of one or two camps between here and Red River will be necessary, and even then, as I have before said, the duty cannot be thoroughly done.

The Indians in this vicinity complain of trespassing on western border which is not to be touched. I merely report the above so no complaint can be made by "Interior Department" of duties imperfectly performed. In this connection attention is invited to my communication of yesterday.

GUY V. HENRY,
Major Ninth Cavalry, Commanding Post.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., March 6, 1882.

Respectfully forwarded to the Adjutant-General of the Army through office of the adjutant-general, Military Division of the Missouri, for the information of higher authority.

JNO. POPE,
Brevet Major-General, Commanding.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, March 9, 1882.

Respectfully forwarded to the headquarters of the Army for serious consideration. It is almost impossible for the military to regulate the trespass of cattle in the Indian Territory. In some sections of the Territory cattle are grazed by the owners paying the Indians. The cattle stray over on to the lands of other Indians. Outside herds also trespass, and I think if the owners are willing to pay, it would be the best arrangement to make. I think the troops should not be compelled to herd cattle, especially when it is possible to make satisfactory arrangements.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

WAR DEPARTMENT,
Washington, D. C., March 16, 1882.

Respectfully transmitted to the honorable the Secretary of the Interior for his information.

ROBERT T. LINCOLN,
Secretary of War.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 19, 1882.

SIR: I have the honor to acknowledge the receipt, by Department reference, of a letter from Hon. Richard Coke, United States Senate, dated the 8th ultimo, transmitting one from J. M. Lindsay, esq., of Gainesville, Tex., of same date, asking that he and such parties as may be associated with him be privileged to lease for pasture and grazing purposes, on such terms and conditions and for such compensation as may be agreed upon with the proper authority, certain unused lands of the Indian Territory west of the 98th degree of longitude, described as follows, viz:

Beginning at the junction of the 98th degree of longitude with Red River, thence north thirty miles, thence west thirty miles, thence south to Red River, thence down Red River with its meanders to the place of beginning.

The tract of country referred to forms a portion of the reservation set apart by treaty of October 21, 1867 (15 Stat., 581), for the absolute and undisturbed use of the Kiowa and Comanche tribe of Indians, and for such other friendly tribes or individual Indians as, from time to time, they may be willing (with the consent of the United States) to admit among them.

By the second article of said treaty it is provided as follows:

"And the United States now solemnly agrees that no persons, except those herein authorized so to do and except such officers, agents, and employes of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article, or in such territory as may be added to this reservation for the use of said Indians."

On the 18th January last, Agent Hunt, Kiowa and Comanche agency, reported to this office the presence of large numbers of Texas cattle upon the reservation, and requested that measures be taken by the Department for their removal.

January 28, this office reported the facts to the Department, with a request for the assistance of the military in clearing the reservation of all herds of cattle not lawfully thereon.

February 1, the Department reported the matter to the War Department, which, according to the inclosed copy correspondence, appears to have issued the necessary orders in the premises.

In this connection, I beg to call your attention to the remarks of Lieut. General Sheridan, made in forwarding this correspondence to the War Department under date of March 9, last, in which he refers to the practical impossibility of the troops regulating the trespass of cattle in the Indian Territory, and recommends that where stock-owners are willing to pay for the privilege of grazing they should be at liberty to make arrangements with the Indians to that effect.

The policy of the Department has hitherto been opposed to the creation of any special or exclusive privileges of the character applied for. In the case of R. D. Hunter, applicant for leave to lease the so-called Oklahoma lands of the Indian Territory for grazing purposes, the application was refused by the Department October 16, 1880. It is true that in the Cherokee country grazing privileges are largely extended to United States citizens, but there the matter is regulated entirely by the laws of the Cherokee Nation.

In view of the treaty stipulations with the Kiowas and Comanches, and of the previous action of the Department in kindred cases, I am of opinion that Mr. Lindsay's application should be refused.

Mr. Coke's letter, with its inclosure, is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

Hon. the SECRETARY OF THE INTERIOR.

APRIL 25, 1883.

SIR: The undersigned delegates, representing the Wichita, Caddo, and affiliated bands of Indians, hereby protest against the provisions of the bill to confirm to the Cheyenne and Arapahoe Indians certain lands in the Indian Territory, &c., and we desire to present our objections to the statements contained in the letters accompanying said bill and signed by the Secretary of the Interior, S. J. Kirkwood, and the Commissioner of Indian Affairs, Hiram Price; the said document, as a whole, being known as Ex. Doc. No. 169, 1st session 47th Congress.

The said bill provides for giving and confirming to the Cheyenne and Arapahoe Indians all that tract of land included in Executive order of August 10, 1869, and which belongs to the Wichita and Caddo Indians, embracing even the reservation set apart for them out of a portion of their lands by the so-called unratified agreement

of October 19, 1872, which the Government of the United States recognizes as their home, but to which they have always refused to be limited or confined.

We object to and deny that the Cheyennes and Arapahoes have refused to locate upon or accept the land bought from the Cherokees July 19, 1866, and set apart for them by treaty of October 28, 1867.

We assert that the Cheyennes and Arapahoes want the land thus assigned them, including that lying between the Canadian and Cimarron Rivers, and do not want the reservation in the form now attempted to be forced upon them instead, and which, excepting that lying north of the Canadian, they and we agree belongs to us, the Wichita, Caddo, and affiliated bands.

We deny that the Cheyennes and Arapahoes now occupy, or ever have occupied, any part of said lands south of the Canadian River, except while acting in the capacity of mail carriers during the existence of the star-route line from Cheyenne Agency to Fort Elliott, Texas, and as herders since the abandonment of said line, for Agent Miles's employé, Segar, who was subcontractor for carrying the mail on the above-named section of the star-line route from Vinita to El Paso.

We have held councils with the Cheyennes and Arapahoes recently, and they authorize us to say that they do not desire to move on to the lands south of the Canadian River: 1st, because they belong to the Wichitas and Caddoes, and 2d, because said lands are not suited to agricultural purposes, being almost destitute of water and timber; and they also desire us to call your attention to the fact that at least 150,000 head of cattle are now being pastured on these lands without authority, against which we have repeatedly protested to our agents without effect; which intrusion by white people has resulted in great damage to us, by eating off our best range, by introducing contagious and destructive diseases amongst our stock, and by the herders stealing our small lots of cattle and our horses.

We beg of you to have them removed from our country. We respectfully ask you that you do not take the representations of interested parties, but that you send a special commissioner, agent, or inspector to examine into the facts herein stated:

NIASTOR, *Chief Wichitas.*

BIG-MAN, *Chief Caddoes.*

By JOSEPH LEONARD,
Associate Delegate and Interpreter.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 8, 1882.

SIR: In reply to your verbal request of the 6th instant to have the application of J. M. Lindsay, esq., of the 8th March last, to lease certain lands in the Indian Territory for grazing purposes, considered with especial reference to the tract of country known as the "Oklahoma" lands, I have to say that upon a similar application of one R. D. Hunter, made to the Department in July, 1880, the honorable Secretary of the Interior decided that he had no power to grant the request.

The lands in question form a part of the territory ceded to the United States by the treaty with the Creeks June 14, 1866 (14 Stat., 785), for the permanent settlement of such friendly Indians as the Government may desire to locate thereon under the direct trust declared by said treaty, and it is against the established policy of the Government, looking to the location of Indian tribes upon the unoccupied lands of the Indian Territory, that any concession in respect of such lands should be made either to corporations or private individuals calculated to interfere with the due execution of the trust.

Very respectfully,

H. PRICE,
Commissioner.

Hon. RICHARD COKE,
United States Senate.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 19, 1882.

SIR: I am in receipt by Department reference, of a communication from the alleged delegates of the Wichita, Caddo, and affiliated bands of Indians, dated the 25th ultimo, wherein they call attention to the increasing trespasses by cattle-men upon the lands

of the Indian Territory, south of the Canadian River, set apart for the Cheyennes and Arapahoes by Executive Order August 10, 1869, and for the Wichitas by unratified agreement, October 19, 1872. They state that there are at least 150,000 head of cattle now being pastured on said lands without authority, against which they have repeatedly protested to their agent without effect, which intrusion by white people has resulted in great damage to them by eating off their best pasture ranges, by introducing contagious and destructive diseases amongst their stock, and by the herders stealing their small lots of cattle and horses, and they ask that these cattle be promptly removed.

For reasons stated in office report of the 28th January last (to which I beg to refer you), I had the honor to recommend the prompt removal at the hands of the military of all herds of cattle (other than Indian herds), with the persons in charge thereof and their assistants, from the lands west of the North Fork of Red River, within the Indian Territory and also from the Kiowa and Comanche Reservation.

By Department letter of the 1st February last, this office was advised that so far as the Kiowa and Comanche Reservation was concerned, its recommendation had been complied with, but that in respect of the lands west of the North Fork of Red River, it was not deemed advisable to interfere with parties thereon until Congress had decided the status of that section of country, with reference to the claim of the State of Texas thereto, now pending.

Of this action of the Department Agent Hunt (Kiowa and Comanche and Wichita Agency) was duly notified, and he was directed to render all necessary aid and information to the military for the removal of the intruders.

From an official communication of Col. G. V. Henry, 9th Cavalry, commanding post at Fort Sill, Indian Territory, dated 28th February last, addressed to the assistant adjutant-general, Department of the Missouri, and referred to this Department through regular military channels (copy inclosed), it appears that he had not up to that time been called upon by the agent to aid in the removal of the cattle from the Kiowa and Comanche Reservation; but professed his readiness to act when required, although he doubted his ability, with his present or a much larger command, to do so effectually, and recommended as a means of solving the difficulty that a system should be adopted whereby the cattle-men should be permitted to continue to graze their cattle upon paying the Indians for the privilege.

In this recommendation Lieutenant-General Sheridan, commanding Military Division of the Missouri, concurred. (See indorsement, March 9, 1882.)

Whilst this office is fully sensible of the difficulty of the task imposed upon the military, the policy of this Department has ever been aimed at a faithful fulfillment by the Government of its treaty obligations towards the Indians, in the keeping of the Indian Territory clear of all intruders. Except in the Cherokee country (where cattle grazing is regulated by the internal laws of the Cherokee Nation), the presence of cattle-men and their numerous herds is a constant cause of irritation to the Indians and embarrassment to this office, and must eventually lead to serious trouble, unless vigorous measures are taken to repel it. From all accounts the matter has assumed such proportions as to be entirely without the control of the local Indian agents assisted by the Indian police, and in this condition of affairs I am compelled to renew the recommendation of this office that the War Department be requested to take such measures in the disposition of troops in the Indian Territory, as will effectually rid the lands herein referred to of all cattle-men and their herds who are there without authority of law.

The respective Indian agents will be directed by this office to co-operate with the military.

A copy of this report is inclosed.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 24, 1882.

SIR: I have received by Department reference a letter from Beverly Tucker, esq., dated the 2d instant, transmitting, as co-attorney for Messrs. Harrold and Ikard Bros., a proposition to lease, for grazing purposes only, and for the period and on the terms therein mentioned, a section of country in the southwest corner of the Indian Territory, described as follows, viz: Bounded on the north and east by the North Fork of Red River; on the west by Texas, and on the south by the main Red River, being known in Texas as Greer County, and so described on Colton's map.

In reference thereto, I have the honor to state that the views of this office upon the general subject involved were fully set forth in reports made to the Department October 27 and January 14 last, upon an application of a similar character made by other parties, H. A. Lewis and associates, the position taken by this office being that the lands in question are held by the United States subject to appropriation for the permanent settlement of such Indians as the Government may desire to locate thereon under the direct trust declared by the treaty of June, 1855, with the Choctaws and Chickasaws, from whom said lands were acquired, and that it is against the settled policy of the Government, looking to the location of Indian tribes upon the unoccupied lands in the Territory, that any concession in respect of such lands should be made either to corporations or private individuals calculated to interfere with the due execution of such trust.

It appears from a report of Inspector Pollock, dated the 24th January last, now before me, that the subject of leasing these lands for grazing purposes for a fixed period and reasonable compensation was referred to him by your predecessor in office for opinion.

In his report Inspector Pollock says: "I am of opinion that more and stronger reasons could be urged why it should be done with the consent of the Indians, and for their benefit, than why it should not be done.

"There are no longer any buffalo in that country; it is far away from Indian settlements and is not used by them for any purpose whatever; but it is, has been, and will continue to be used by white men as a cattle range; then why not authorize it under proper restrictions, and realize something for the Indians for the use thereof?"

So far as this office is advised, no further action was had upon the Lewis application in respect of these same lands.

In this connection I also beg leave to call your attention to the views of your predecessor in regard to these lands, upon an application for the removal of cattle trespassers therefrom, as indicated in his letter to this office of the 1st February last, as follows:

"Touching the lands west of the North Fork of Red River, I am informed that the State of Texas makes some kind of claim to said tract. It is clear to me that this claim is not well founded, but as there is a bill now pending in Congress in relation thereto it is not deemed advisable by the Department to interfere with the parties upon these lands until Congressional action has decided their status."

With this statement of facts, and opinion of this office as heretofore expressed, and which I see no reason to change, the letter of Mr. Tucker is herewith submitted for such action as you may deem advisable.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, May 27, 1882.

SIR: Referring to your letter of the 19th instant, in relation to trespasses by cattle-men in various portions of the Indian Territory, wherein you request that the military be asked to take action in removing the intruders, I inclose herewith a copy of my letter of this date, addressed to the honorable the Secretary of War, asking him to instruct the military in accordance with your recommendation.

You will instruct the various Indian agents in the Territory to communicate with the commandants of the forts and posts in their vicinity, giving them all information and assistance in their power in carrying out the request of the Department.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

DEPARTMENT OF THE INTERIOR,
Washington, May 27, 1882.

SIR: I have the honor to invite your attention to the inclosed copy of report of 19th instant, with accompanying papers, from the Office of Indian Affairs, complaining of trespasses by cattle-men in the Indian Territory.

In view of the statements presented in the communication of the Indian Office, I respectfully request that the military forces in the Indian Territory may be instructed

to remove therefrom all intruders, including stock men with their cattle, who are in the Indian Territory without a license.

So far as the United States authority is concerned, the only licenses issued under its authority for cattle grazing are on the Quapaw Reservation.

This request does not include cattle-men and their herds within the lands occupied by the five civilized nations in the Indian Territory who may be there by due authority of said nations respectively; nor cattle herds en route upon established trails which are being driven through said Territory to Northern markets and are not upon the lands for grazing purposes.

The Indian Office has been instructed to direct the several agents of the Territory to afford all assistance in their power in the requested removals.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
Washington, June 16, 1882.

SIR: Referring to your report of 24th instant in relation to the proposition of Messrs. Ikard Bros., presented by Hon. Beverly Tucker for the consideration of the Department, for leasing certain lands in Indian Territory for cattle grazing, which had been referred to your office, I inclose herewith for your information a copy of my letter of this date addressed to Mr. Tucker informing him that it is not the intention of the Department to approve any leases of the Indian lands in Indian Territory.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

DEPARTMENT OF THE INTERIOR,
Washington, June 16, 1882.

SIR: I have the honor to acknowledge the receipt of your two communications, dated respectively 2d ultimo and 5th inst., presenting on behalf of Messrs. Harrold and Ikard Bros. proposals for leasing certain lands in Indian Territory for cattle-grazing.

In reply you are respectfully informed that it is not the intention of the Department to approve of any lease of Indian lands in Indian Territory.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. BEVERLY TUCKER,
New York Avenue Hotel, City.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 20, 1882.

SIR: Referring to the continued cattle trespasses upon the Cheyenne and Arapahoe Reservation, south of the Canadian, and the Wichita, and Kiowa and Comanche Reserve, you are informed that by letter from this Department, dated the 27th ultimo (based upon recommendation of this office, dated the 19th ultimo), the Hon. Secretary of War was requested to make such disposition of troops in the above-mentioned localities as will effectually rid the lands referred to of all cattle-men and their herds who are there without authority of law.

You are therefore directed to place yourself in communication with the military commandant in your vicinity, giving him all information and assistance in your power necessary to carry out the request of the Department.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian Agent, Cheyenne and Arapaho Agency, Ind. T.

S. Ex. 54—5

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 20, 1882.

SIR: Referring to the continued cattle trespasses upon the Cheyenne and Arapahoe Reservation, south of the Canadian, and the Wichita, and Kiowa and Comanche Reserve, you are informed that by letter from this Department, dated the 27th ultimo (based upon recommendation of this office, dated the 19th ultimo), the Hon. Secretary of War was requested to make such disposition of troops in the above-mentioned localities as will effectually rid the lands referred to of all cattle-men and their herds who are there without authority of law.

You are therefore directed to place yourself in communication with the military commandant in your vicinity, giving him all information and assistance in your power necessary to carry out the request of the Department.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent, Kiowa, Comanche and Wichita Agency, Ind. T.

WAR DEPARTMENT,
Washington City, July 3, 1882.

SIR: I have the honor to acknowledge the receipt of your communication of May 27th last, inclosing copy of a report of May 19, 1882, from the Office of Indian Affairs, complaining of trespasses by cattle-men in the Indian Territory.

Referring to your request that the military forces in the Indian Territory may be instructed to move therefrom all intruders, including stock-men with their cattle, who are in the Indian Territory without a license, and *not* including cattle-men and their herds within the lands occupied by the five civilized nations in the Indian Territory, who may be there by due authority of said nations, respectively, nor cattle herds en route upon established trails, which are being driven through said Territory to Northern markets, and are not upon the lands for grazing purposes, I beg to invite your attention to the accompanying copy of a communication from the commanding general, Department of the Missouri, dated the 12th ultimo, detailing the complications involved in the matter, and recommending as the simplest and most equitable way of dealing with this question that the Department of the Interior revoke all permits to graze cattle in the Indian Territory, or to drive them through it, and to permit no one, except Government officials, to enter the Indian Territory at all.

I have also to inclose herewith a copy of a report, dated June 9, 1882, from Capt. A. A. Harbach, 20th Infantry, commanding detachment sent on May 7, 1882, to assist the United States Indian agent at Muskogee, Indian Territory, in removing intruders from the Chickasaw country.

Your attention is also invited to the remarks of the Lieutenant-General in forwarding these papers, contained in his indorsement of the 21st ultimo (copy herewith), concurring in the views of the commanding general of the Department of the Missouri.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., June 12, 1882.

COLONEL: I have the honor to acknowledge the receipt of copies of communications from the Secretary of the Interior to the Secretary of War, concerning the intrusion of cattle herds from Texas and elsewhere into the Indian Territory, and the use of military force to eject them, and also copy of the indorsement of the Lieutenant-General thereon.

I submit a brief summary of letters and reports from myself on the same subject during the past ten years.

There are three classes of persons who intrude in this manner upon the Indian Territory:

- 1st. Those who drive herds of cattle from Texas through the Territory by several known routes to the nearest point of the railroads in Kansas for shipment to the east.
- 2d. Those who graze cattle on the Cherokee strip between the Cimarron River and the Kansas line, by arrangement with the Cherokees.
- 3d. Those who graze cattle in the Indian Territory without any right whatever.

In the first case, the herds traverse the cattle trails quite at leisure, stopping wherever the grazing and water are good and convenient as long as they please, and extending their grazing range indefinitely east and west of the trails.

Of course these proceedings give rise to numerous complaints of the Indians, more or less well founded, but in any case troublesome and liable at any moment to lead to very serious consequences. I do not understand that there is any authority in law for any use of the trails for such purposes.

The second class are permitted, by virtue of paying to the Cherokees from twenty-five cents to a dollar per head of stock per year, to graze stock on the Cherokee strip above defined.

The troops, under existing orders, are required to expel all of these persons who do not pay the tax to the Cherokees, though how we are to ascertain who pays and who does not is not known. Neither does it seem practicable, even if it were expedient, to require the military forces of the United States to act as tax collectors for the Cherokees. If such work is to be done, surely it can be better done by the machinery of the Indian Bureau with its Indian police, and penalties for failure to pay should be fixed by law. Besides this, the cattle of those who pay and those who do not are so mixed up together that it is well-nigh impossible to separate them. Certainly they could not be separated except by the active help of the respective owners, which is not likely to be given. Another very serious trouble in the matter is that the cattle supposed to be herded on the Cherokee strip under the arrangement with the Cherokees spread themselves far beyond the limits of this strip and trespass upon the lands of the Cheyennes and Arapahoes, Kiowas and Comanches, who, for the present, content themselves in such cases by levying by force on the herds thus trespassing, and taking away or killing the number of cattle they think sufficient to pay for the privilege of permitting the rest of the herds to graze on their lands. Of course this practice may at any moment lead to acts of violence, on one side or the other, which will spread to extended hostilities.

This arrangement with the Cherokees for grazing on the Cherokee strip is still further complicated by the decision of the late Secretary of the Interior (Mr. Schurz), that what is known as the Cherokee strip (that is, the strip between the Cimarron River and the southern line of Kansas) does not belong to the Cherokees, but is actually the reservation of the Cheyennes and Arapahoes, whose agency on the Canadian River, near Reno, is really on the Kiowa and Comanche Reservation. Orders were at one time given to remove the agency to a point north of the Cimarron, but the removal has not been made, and I do not know that it ever will be.

There are now on this Cherokee strip not less than one hundred and fifty thousand head of cattle belonging to the persons in the first and second classes herein mentioned.

In the name and under the cover of some of the Cherokee Indians, and in some cases by the authority of the Cherokee Council, some of the owners of this stock are inclosing large areas of land in the strip by barbed-wire fences, in order to have exclusive control over the inclosed lands. This proceeding is, of course, the first step in the direction of possessing themselves absolutely of the lands inclosed. In short, the owners of stock now grazing in the Cherokee strip are beginning in this manner to parcel out the lands among themselves, and every day that passes more and more assures them ultimate ownership of it, and the difficulty of ejecting them.

The third class I have mentioned, viz, those persons who are grazing stock in the Indian Territory without any authority whatever, are so mixed in with the herds being driven along the trail and those with more or less right to be in the Indian Territory for grazing purposes, that the whole subject of ejectments is a complicated question which the Army should not be called on to regulate. It is out of their province, and is a difficult subject for any Department of the Government to handle.

In my several reports on the subject in the past, I have recommended (and now repeat the recommendation) that the simplest and justest way of dealing with this question is for the Interior Department to revoke all permits to graze cattle in the Indian Territory, or to drive them through it, and permit no one except officials of the Government to enter the Indian Territory at all.

This is the only possible way to execute in good faith the treaties with the Indians in the Indian Territory or elsewhere. Anything short of this is simply an evasion of treaty stipulations.

When the Indian title to these lands is fully recognized in acknowledging his right to dispose of the lands as the white man does, then arrangements or bargains between Indians and white men for leasing or selling the lands can be properly entered into, but nothing could be much worse than the half-way and wholly injudicious system, or want of system, now in operation, or more certain to lead to mistrust and constantly increasing disturbance and trouble.

Of course, I will comply as well as I can with the orders of the War Department in this matter, but to carry out such orders thoroughly will require a much larger force

in the Indian Territory than is ever likely to be at my or any one else's disposal in that section.

I am, colonel, very respectfully, your obedient servant,

JNO. POPE,

Brevet Major-General, Commanding.

Col. R. WILLIAMS.

Adjutant-General, Military Division of the Missouri, Chicago, Ill.

[First inclosure.]

FORT GIBSON, IND. T., June 9, 1882.

SIR: In obedience to Post Orders No. 28, of May 7, 1882, directing me to report to the Indian agent at Muskogee, Ind. T., with a detachment to assist in removing intruders from the Chickasaw country, I have the honor to report that, with a detachment of eleven men (three four-mule teams and four horsemen), I met the representative of the Indian Department (Mr. Vore) at Muskogee, and with him proceeded to Tishomingo, in the Chickasaw Nation, a distance of 170 miles, where, after our arrival, the governor of the nation furnished a party of four men, including the sheriff of the county, to guide us to and arrest the parties to be ejected. The route, after leaving Tishomingo, was up the Washita, a distance of 100 miles, near which point the first parties to be ejected were said to be located. Here one man was arrested and brought in, but, making satisfactory explanation to the agent, was allowed to remain. His brother, also mentioned for ejection, was not to be found. Leaving the little Washita, we moved south on the main Texas cattle trail, and passing about 20 miles to the east of Fort Sill, reached Red River, about 75 miles distant, near the mouth of Beaver Creek, thence to Mud Creek, 18 miles. At a ranch about 12 miles from this point two men were brought in and turned over to me by the sheriff as being intruders and in the country contrary to law. Their names being among those mentioned for removal, I took them to Red River and put them on the Texas side of the river. From this camp we moved down Red River as far as Rocky Point, but found no more of the parties for whom we were searching. Ascertained that among the names we had for removal many had moved away some time before, and others were found to have permits. Having at this point completed as far as possible the duty assigned, I started on my return, passed through Tishomingo, thence to Stonewall, Ocmulgee, and Muskogee to Gibson. This route was not practicable in going on account of high water, and it was necessary to take one via Atoka and Boggy Depot. The detachment was absent 29 days and marched over six hundred and twenty miles; the animals stood the trip well and returned in very fair order.

In concluding this report, I would state that the orders under which I was acting called for no removal of cattle or property, simply the men, and as they were stockmen, who have from three to five ponies to ride, the catching of them is a very difficult matter, especially to troops with wagons. I learned that one of the men whom I put over the river recrossed in the morning, and, riding ahead, notified other parties of our presence, when they at once crossed to the Texas side of the river. I also ascertained that a number of these stockmen live on the Texas side of the river; they have their ranches and cattle in charge of herders in the Territory, and only come over themselves when they have business to transact. The removal of these men, if caught, and leaving their cattle would not seem to effect much. If the cattle are there in direct violation of Chickasaw and United States laws, they might be seized by the Indian police, who are mounted, and turned over to the Indian agent, and as they are subject to a fine of one dollar per head, the owners of unauthorized stock in the Territory would be very liable to remove them.

Very respectfully, your obedient servant,

A. A. HARBACH,

Captain Twentieth Infantry, Commanding Detachment.

To the POST ADJUTANT,
Fort Gibson, Ind. T.

FORT GIBSON, IND. T., June 10, 1882.

Official copy respectfully furnished headquarters Department of the Missouri.

J. C. BATES,

Major Twentieth Infantry, Commanding Post.

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI.

Fort Leavenworth, Kans., June 16, 1882.

This report is respectfully forwarded to headquarters Military Division of the Missouri and the attention of the division commander invited thereto, in connection with my letter of June 12 on this subject.

It will be readily seen upon what insufficient pretext and for what trifling purposes the troops in this department are required to march hundreds of miles.

The frivolous nature of this work, and its wholly trifling character in view of the marching done and the expense incurred, makes it clear, I think, that some modification, both in the applications and the orders given for such work, should be made.

JNO. POPE,
Brevet Major-General, Commanding.

[Second inclosure.]

FORT SILL, IND. T., June 10, 1882.

SIR: I have the honor to report my return from detached service in the field, having been with Troop G west of here to the North Fork of Red River. Across that stream large herds of cattle are kept, they and the cowboys crossing from time to time to this side by accidental "drifting." The country is well watered and fine grazing, and is a strong inducement for citizens to take for that purpose. The Indians are watching along the river for any such actions, which, in my opinion, would lead to hostilities. The day is not far distant that such an attempt may be made to occupy this large and valuable country, upon which now not a head of Indian stock runs. The camp at Boulder Creek has had a good effect; the next one of Company D, Twenty-fourth Infantry, with cavalry patrols, I will place on Elk Creek, near the North Fork, and from which I can be easily informed of any trespassing. I have only two Indian scouts at post, and if allowed to enlist four more, could use them in patrolling that country. A little money expended may save a large amount in future. The Indians here—Kiowa, Comanche, and Apaches—are apparently well satisfied, but are in a nervous state of *tensive*, fearing an occupation of their country.

I am, sir, very respectfully, your obedient servant,

GUY V. HENRY,
Major Ninth Cavalry, Commanding Post.

ASSISTANT ADJUTANT-GENERAL,
Department of the Missouri.

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., June 16, 1882.

Respectfully forwarded to the adjutant-general of the Military Division of the Missouri for the information of the division commander.

This is another indication of the difficulties under which troops in the Indian Territory labor in preventing intrusion into that Territory.

JNO. POPE,
Brevet Major-General, Commanding.

[Indorsement.]

HEADQUARTERS MILITARY DIVISION MISSOURI,
Chicago, June 21, 1882.

Respectfully forwarded to the Adjutant-General of the Army.

I fully concur in the remarks of General Pope contained in his letter and in his indorsements on the accompanying papers. I do not think the troops should be required to perform this duty. It is costly, unsatisfactory, and disagreeable work, and I doubt if it is in their power to do it if it is required of them.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

[Telegram, dated Fort Reno, Ind. T. Received Washington, D. C., July 3, 1882.]

To COMMISSIONER INDIAN AFFAIRS, *Washington, D. C.:*

Indians in council request that their annual funds, except for school, be applied in purchase of beef; also that the agent be authorized to locate some cattle herds at remote points on this reservation, collecting a reasonable tax on cattle to get a portion of the deficiency, as they cannot subsist at present on the eighty thousand pounds per week. (See my letter.)

MILES,
Indian Agent

[Telegram.]

OFFICE INDIAN AFFAIRS,
Washington, D. C., July 5, 1882.

SEWARD,
65 Wooster Street, New York:

Do not ship anything but supplies for Cheyenne and Arapahoe Agency, until further orders.

H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 12, 1882.

SIR: By direction of the honorable Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given, and any permits or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed.

You will acknowledge the receipt of this letter, and also submit a statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire.

Very respectfully,

H. PRICE,
Commissioner.

J. D. MILES,
United States Indian Agent, Cheyenne and Arapahoe Agency, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 12, 1882.

SIR: By direction of the honorable Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given, and any permits or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed.

You will acknowledge the receipt of this letter, and also submit a statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT,
United States Indian Agent, Kiowa Agency, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 12, 1882.

SIR: By direction of the honorable Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given, and any permits or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed.

You will acknowledge the receipt of this letter, and also submit a statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire.

Very respectfully,

H. PRICE,
Commissioner.

T. J. JORDAN,
United States Indian Agent, Ponca Agency, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 12, 1882.

SIR: By direction of the honorable Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given, and any permits or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed.

You will acknowledge the receipt of this letter, and also submit a statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire.

Very respectfully,

H. PRICE,
Commissioner.

J. V. CARTER,
United States Indian Agent, Sac and Fox Agency, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 12, 1882.

SIR: By direction of the honorable Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given, and any permits or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed.

You will acknowledge the receipt of this letter, and also submit a statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire.

Very respectfully,

H. PRICE,
Commissioner.

E. H. BOWMAN,
United States Indian Agent, Pawnee Agency, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 12, 1882.

SIR: By direction of the honorable Secretary of the Interior, you are hereby informed that from and after the date of receipt of this letter no more permits or leases for grazing stock of any kind upon the Indian lands of your agency will be given, and any permits or leases now in existence will only be allowed to run until they expire, after which time they will not be renewed.

You will acknowledge the receipt of this letter, and also submit a statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire.

Very respectfully,

H. PRICE,
Commissioner.

L. E. WOODIN,
United States Indian Agent, Otoe Agency, Ind. T.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., July 18, 1882.

SIR: Referring to that portion of my telegram of 1st and letter of 3d instant, making request for authority to locate a few herds of cattle at remote points on this reservation, and to collect a reasonable tax in cattle for such grazing privilege to meet the deficiency in meat for the Indians of this agency, I can now inform that I have met a number of cattle-men during the past week, and have conversed with them on

this subject, and from responsible parties I have the assurance that the deficiency can be supplied in this way, and without interfering in the least with the Indians or their herds.

Of course the parties placing cattle on the reservation will want some kind of assurance as to length of time such permits will be extended, and the kind of protection they might expect, &c. Humanity would seem to justify such a course rather than to deny them such privilege, which, if properly guarded, will furnish the requisite meat and do them no injury.

I think we can feed them on an average weekly issue of about 126,000 pounds beef grass, which amount must be furnished regularly, or there will be hunger, discontent, and acts of lawlessness.

Request is hereby made for the authority above indicated.

Very respectfully,

Hon. H. PRICE,
Commissioner, Washington, D. C.

JNO. D. MILES,
Indian Agent.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., July 20, 1882.

SIR: Acknowledging receipt of office letter 12th instant, A, relative to grazing permits, I have the honor to inform you that no such leases or permits have been granted by me to any person on this reservation. And yet while this is a fact it is true that large herds have been constantly grazing on the lands assigned these Indians by Executive order "August 10, '69," and in every instance where cattle-men have been notified that they were trespassing upon this reservation and notified to remove their herds, they claim to have paid a tax to the Cherokees, who are selling privileges on our north for over 100 miles on an east and west line, or that they own a ranch in the Texas Pan Handle, immediately on the line. In this way you will observe that this reservation is exposed to "drift" cattle on a border of over 200 miles, and so long as the reservation is thus exposed the Cheyenne and Arapahoe grass will feed many thousands of cattle.

Request has been made of the commandant at Fort Reno to rigidly enforce the order as contained in office letter of 20th ultimo, "L, 9850, 1882," and yet I am free to admit that I am fearful that a detail of troops will not be able to rid this reservation of "drift" cattle.

The proposition contained in my letter of 18th instant was intended to cover the country occupied by these "drift" cattle and at same time have these Indians receive the benefit and relieve the Government of a heavy burden in supplying the deficiency in meat.

Very respectfully,

Hon. H. PRICE,
Commissioner, Washington, D. C.

JNO. D. MILES,
Indian Agent.

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., July 22, 1882.

SIR: Acknowledging the receipt of Department letter, A, dated July 12, 1882, and referring to that portion of said letter which requests that a "statement showing the names of the parties who have permits or leases for grazing, the number of animals each one has, the rate paid per head, and the date upon which said leases or permits expire," be submitted, I have the honor to make the following report, viz:

William McCluer, 800 head (not including calves under ten months old), held under permit dated April 15, 1882, expires April 15, 1883; rate per head per one year, 30 cents.

W. H. Beaty, 150 head (not including calves under ten months old), held under permit dated April 6, 1882, expires April 6, 1883.

Rate per head per one year, 25 cents.

Very respectfully,

JACOB V. CARTER,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., July 25, 1882.

SIR: I have the honor to acknowledge receipt of your letter, A, of the 12th instant, in regard to the directions of the honorable Secretary of Interior for no more permits to be given to parties to hold cattle on Kiowa and Comanche Reservation.

In reply I beg to say that all permits given by me expired on the 1st of July, as I informed you in my letter of the 10th and 26th of April that they would, and to these letters I again invite your attention, and it will also be gratifying to me to know that the honorable Secretary of the Interior has seen them. I inclose herewith a copy of written notice I sent each one of the cattle-men to move off, and also a copy of letter to Colonel Henry, commanding Fort Sill, both of which explain my action in the matter.

The instructions of the honorable Secretary of the Interior will be strictly complied with.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

[Inclosure No. 1.]

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., July 1, 1882.

SIRS: The time having expired under the agreement heretofore entered into and consented to by the Kiowa and Comanche Indians by which cattle owned by you then trespassing on their reservation were permitted to remain, you are required to remove all such and any others that may be in your charge without unnecessary delay, and keep them beyond the limits of said reservation.

Please acknowledge receipt of this notice.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

MESSRS. D. WAGGONER & SONS,
Henrietta, Tex.

[Inclosure No. 2.]

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., June 26, 1882.

SIR: I have the honor to state that I will, on the 1st of July, give notice in writing to all persons trespassing with herds of cattle on the Kiowa and Comanche Reservation to remove them, as the time will have elapsed that was agreed upon that they might remain, allowing a few days that they may move off.

Should they fail to comply with the order, I will then ask of you a detail of troops to go with some representatives of mine and put them off.

I will thank you to inform me who will be the contractors to furnish beef to the troops at Fort Sill for the next ensuing fiscal year.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

Col. G. V. HENRY, U. S. A.,
Commanding Fort Sill, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 28, 1882.

SIR: Referring to your letter of the 18th instant, wherein you request authority to issue permits for location of a few cattle herds on the Cheyenne and Arapahoe Reservation, to be taxed for the purpose of supplying the beef deficiency, you are advised that your request cannot be granted.

In this connection your attention is particularly invited to office letter of July 12, 1882, relative to cattle-grazing.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES,
*United States Indian Agent,
Cheyenne and Arapahoe Agency, Ind. T.*

WASHINGTON, D. C., July 28, 1882.

SIR: I have the honor to transmit herewith, for your information, copy of a telegram of the 20th instant from the commanding officer of Fort Reno, Indian Territory, relative to allowing the grazing of cattle on the Cheyenne and Arapahoe reservation by cattle-men, on payment of a tax for the privilege, and also to invite your attention to the indorsement thereon, of the 21st instant, of the commanding general of the Department of the Missouri, in which he recommends that the Interior Department "will reconsider the action of the Indian Bureau, and permit the Cheyennes, under reasonable restrictions, to lease this grazing privilege to a sufficient number of stockmen to assure the Indian his full ration of beef."

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

[Telegram.]

FORT RENO, IND. T., July 19,
(Via Dodge City, July 20, 1882).

General JNO. POPE,
Commanding Department of Missouri, Fort Leavenworth, Kans. :

If the Indian Bureau would approve of Agent Miles's recommendation to allow cattle grazed on the Cheyenne and Arapahoe Reservation, the owners of the cattle paying grazing privilege, the deficiency could easily be made up. But it appears that his recommendation has been disapproved. He received by to-day's mail instructions not to grant permits to graze cattle on the reservation. Miles has done all in his power to represent the matter as should be to his department, and if trouble should occur through reduced rations, the Indian Bureau should be held wholly responsible. It may be possible that some of the Northern Cheyennes have approached the Nez Percés on the subject of an outbreak in case of reduced rations. They have been uneasy and exceeding anxious to return north. Miles received instructions yesterday to inform the Interior Department of the number of Northern Cheyennes that are here and as to what locality they preferred to be sent. This information, with the prospect before them of being allowed to leave here, will have a tendency to avert trouble from that source. The Indians are quiet, and the principal chiefs are working in harmony with Miles and myself. The presence of additional troops at this time would cause suspicion, and probably trouble.

Your letters of the 12th and 17th instant have been received.

RANDALL,
Commanding.

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., July 21, 1882.

Official copy respectfully forwarded for the information of the division commander.

I can see no possible objection to permitting the Cheyennes and Arapahoes and Kiowas and Comanches to allow grazing of stock on their lands on payment of a tax therefor.

It is done by the Cherokees and other Indian tribes, and this lease of grazing privilege is part of their proper support derived from their own lands. In this case it would cure a trouble which may soon be past dealing with except by war. I hope the Interior Department will reconsider the action of the Indian Bureau, and permit the Cheyennes, under reasonable restrictions, to lease this grazing privilege to a sufficient number of stock men to assure the Indian his full ration of beef.

I respectfully ask that this telegram of Major Randall, with my indorsement, be submitted to the Secretary of the Interior.

JNO. POPE,
Brevet Major-General Commanding.

[Second indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, July 24, 1882.

Respectfully forwarded to the Adjutant-General of the Army, approving remarks of General Pope.

P. H. SHERIDAN,
Lieutenant-General Commanding.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 3, 1882.

SIR: I have the honor to be in receipt by your reference of a communication from Hon. Secretary of War, inclosing copies of letters from commanding officer at Fort Reno, with the indorsement of the commanding general of the Department of Missouri, the former officer complaining of the action of the Indian Bureau in prohibiting the grazing of cattle by outside parties on the Cheyenne and Arapahoe reservation, and predicting trouble "for which the Indian Bureau should be held wholly responsible," and the latter saying, "I can see no possible objection to permitting the Cheyenne and Arapahoes and Kiowas and Comanches to allow grazing of stock on their lands on payment of a tax therefor," and asserting that this "would cure a trouble which will soon be past dealing with except by war."

From all of which it might be inferred that the Indian Bureau is so managing the business as to not only create "trouble," but also produce "war."

In answer to all this, I have only to say that the Indian Bureau is simply carrying out instructions emanating from the only source that has authority to give them, and that it is not probable that threats or unfavorable comments from other parties will change the practice of the "Indian Bureau" in this respect.

In reference to the money to be derived from pasturage of cattle on the Cheyenne and Arapahoe reservation, and thus prevent "trouble" and "war," I have only to say that an examination of the acts do not show that one dollar has ever been paid by parties for pasturage on this reservation.

So that it is fair to presume that if benefits have accrued to any party or parties, it has not been to the Government or the Indians. So it would appear that "trouble" and "war" have not been prevented up to this time because of any money received for pasturage of cattle, because no money has been paid for this purpose.

I have understood it to be the policy of the Department to discourage the occupancy of the Indian Territory by persons other than Indians, and to encourage the Indians themselves to raise herds of cattle, and in this way more readily and speedily enable them to become self-supporting.

The letter of Hon. Secretary of War and accompanying papers are herewith returned.

Respectfully,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., August 5, 1882.

SIR: I am in receipt of copy of the telegram of 20th ultimo from the commanding officer, Fort Reno, Indian Territory, relative to allowing the grazing of cattle on the Cheyenne and Arapahoe Reservation on payment of a tax for the privilege.

I transmit herewith a copy of a letter received from the Commissioner of Indian Affairs, dated August 3, 1882, on the subject, by which you will observe that the grazing of cattle has not been a money-making business for the Government nor for the Indian.

I do not think any considerable sum can be made by leasing the lands for pasturage or by taxing the cattle grazing on the reservation.

The presence of white men with large herds of cattle has been a source of constant annoyance to the Indian, and cannot be tolerated by the Department.

It is the policy of the Department of the Interior to secure at an early day cattle for the Indians, and to encourage them to raise stock themselves, instead of depending on the small gains that will be realized by a tax on such herds or by the rental of said lands.

General Pope refers to the fact that the Cherokees allow grazing on their lands on payment of a tax therefor, and expresses the hope that the Interior Department will reconsider the action of the Indian Bureau and allow the Cheyennes and Arapahoes to lease their lands.

The Cheyennes, Arapahoes, Kiowas, and Comanches have all complained of the invasion of their lands by lawless white men, and are not disposed to grant the privilege even for a reasonable compensation; but, if such was not the case, I do not think it wise to allow invasion of the country by white people, under the pretense of herding stock, and, as I have before said, the grazing grounds ought to be used by the Indian and not by the whites.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., August 7, 1882.

SIR: I have information to the effect that sundry persons in the State of Texas, in the counties adjoining the southwestern border of the Indian Territory, contemplate occupying that part of the Indian Territory west of the North Fork of Red River known to the people of Texas as Greer County, for the purpose of pre-empting or obtaining title to the land.

Your instructions contained in letter of February 15 (L. 2281), 1882, in regard to the intrusion of cattle-men thereon, viz, it is not deemed advisable by the Department to "interfere with the parties upon these lands until Congressional action has decided their status," will be observed, but I wish to know if squatters attempt what is now said to be contemplated—settling on these lands—whether the said instructions are intended to apply to these parties also.

Very respectfully,

P. B. HUNT,
Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 30, 1882.

SIR: On the 28th January last I had the honor to call the attention of the Department to the intrusion of large numbers of cattle-men from the Texas borders upon the unoccupied lands of the Indian Territory west of the North Fork of Red River, as well as upon the adjoining lands of the Kiowa, Comanche, and Apache Reservation, and to request the co-operation of the military for the removal of such intruders.

By letter from your predecessor in office, dated the 1st of February last, I was informed that, so far as the Kiowa, Comanche, and Apache Reserve was concerned, the Hon. Secretary of War had been requested to issue the necessary orders for removal of the intruders therefrom, but that, "touching the lands west of the North Fork of Red River, I am informed that the State of Texas makes some kind of claim to said tract. It is clear to me that this claim is not well founded, but as there is a bill now pending in Congress in relation thereto, it is not deemed advisable by the Department to interfere with the parties upon these lands until Congressional action has decided their status."

On the 15th of February last Agent Hunt, in charge of the Kiowa, Comanche, and Apache Reservation, was duly advised of the honorable Secretary's action and opinion in the premises.

I now inclose a copy of a letter received from Agent Hunt, dated 7th instant, stating that he is informed that sundry persons in the State of Texas, in the counties adjoining the southwestern border of the Indian Territory, contemplate occupying that part of the Indian Territory west of the North Fork of Red River, known to the people of Texas as "Greer County," for the purpose of pre-empting or obtaining title to the land; and he inquires whether the views of the Department, as expressed in the honorable Secretary's letter of the 1st February last, are intended to apply to squatters attempting settlement on said lands.

The bill alluded to by your predecessor was doubtless H. R. 1715, Forty-seventh

Congress, first session (copy inclosed), which seeks to establish the North Fork of the Red River as the true boundary line between the Indian Territory and the State of Texas, instead of the South Fork or main branch, otherwise called the Prairie Dog Town Fork of the Red River.

For a history of the question in dispute between the United States and the State of Texas, which has now been agitated for several years, I beg to refer you to the recent report of the Committee on the Judiciary, to whom said bill (H. R. 1715) was referred, and which concludes as follows:

"A careful view of the *facts* in the case—for the question as to which prong of the river is the true river, is really a question of fact—your committee is decidedly of the opinion that the South Fork is the true boundary, and that therefore the claim of the State of Texas is unwarranted."

* * * * *

"If the data given in these reports are correct, there would seem to be no doubt of the claim of the United States to the tract in dispute, and therefore your committee report adversely to the bill referred to it.

"But inasmuch as the claim is disputed, and that with the earnestness of belief on the part of Texas, and inasmuch as none of the surveys referred to have been made with the privity of the State of Texas, the joint commission appointed having failed to act in concert, your committee are of the opinion that that State should have a hearing in the matter, and should have an opportunity to co-operate with the United States in settling the facts upon which the question in dispute rests. A substitute is reported for the appointment of a joint commission, the passage of which is recommended." (See H. R. Report No. 1282, Forty-seventh Congress, first session, copy herewith.)

It does not appear that any subsequent action was taken by Congress in the matter.

In view of the foregoing state of facts, I have the honor to inquire what action the Department will now take in reference to persons contemplating settlement upon the lands west of the North Fork of the Red River, before the movement obtains too much headway. The Department has hitherto maintained that the jurisdiction over these lands is in the United States; that they form a part of the Indian Territory proper, though not yet permanently located by any tribe of Indians, and that as such they are not open to settlement or entry by any persons whomsoever, under any of the public land laws of the United States. (See extract from Report of the Secretary of the Interior for 1877, p. 4, Report No. 1282, before referred to, also S. Ex. Doc. No. 111, Forty-seventh Cong., first sess., in reference to the right of occupation by settlers of any portion of the Indian Territory, copy herewith.)

Apart from other considerations, it appears to me to be important, in the interests of peace and tranquility amongst the surrounding Indians, that the jurisdiction of the United States over the lands west of the North Fork of Red River should be maintained until the boundary question shall have been finally determined, and that all attempts at settlement thereon should be promptly checked by removal of the intruders.

Should you decide to adopt this course, it will become necessary to call upon the War Department for the aid of the military in the locality under the provisions of section 2147, Revised Statutes.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

WAR DEPARTMENT,
Washington City, September 16, 1882.

SIR: Referring to your letter of the 5th ultimo, and accompanying copy of a letter from the Commissioner of Indian Affairs, relative to allowing the grazing of cattle on the Cheyenne and Arapahoe Reservation on payment of a tax for the privilege, I have the honor to transmit herewith for your information a copy of a report, dated August 26, 1882, from Maj. Guy V. Henry, Ninth Cavalry, commanding post at Fort Sill, Indian Territory, of his visit to a camp on Red River and of his ejection of cattle-men.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

LEASES OF LANDS FOR CATTLE-GRAZING.

[Inclosure.]

FORT SILL, IND. T., August 26, 1882.

SIR: I have the honor to report myself from detached service, visiting camp on Red River, and ejecting cattle-men. The latter to do, is impossible, even if cattle are put out they will drift back the next day, and their owners cannot prevent it. As I have before suggested, taxing owners for use of land is the only possible plan, and now that the railroad is so near the southern edge of reservation, some such method with responsible parties should be made, to prevent numerous interlopers, already making their appearance, from crossing in country.

The Texas edge is barren of grass; the side opposite in Indian Territory heavily grassed, and only separated by a small stream, dry most of the summer, so cattle themselves soon make a choice. The camp at Augur is delightfully situated on a high commanding ridge, with everything for camp life. Four miles west is another locality for a good winter camp.

I am convinced the quiet of this section of Territory can be a great deal attributed to troops being constantly in field, with its moral effect.

I am sir, very respectfully, your obedient servant,

GUY V. HENRY,

Major Ninth Cavalry, Commanding.

The ASSISTANT ADJUTANT-GENERAL, DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Worth, Kans., September 1, 1882.

Official copy respectfully forwarded to the assistant adjutant-general, headquarters Military Division of the Missouri, for the information of the division commander.

JOHN POPE,

Brevet Major-General Commanding.

[Indorsement.]

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, September 5, 1882.

Respectfully forwarded to the Adjutant-General of the Army.

P. H. SHERIDAN,

Lieutenant-General, Commanding.

LEAVENWORTH, KANS., January 10, 1883.

DEAR SENATOR: I have to-day sent a proposition to the Secretary of the Interior, for a lease of 185,000 acres of land, on the northwest corner of the Wichita Reservation, Indian Territory, with the privilege of inclosing the same. I asked for a lease for ten years at an annual rental of two cents per acre, or \$4,000 in advance yearly. I would say that the land referred to is unoccupied by the Indians, and what cattle are herded there they (the Indians) derive no benefit from. The Indians are anxious to make the lease. If you will take the trouble to see the Secretary about this and inform me what he will do, and also advise me what further action I shall take in the premises, you will place me under many obligations to you.

Very truly, your friend,

H. L. BICKFORD.

Hon. JOHN J. INGALLS,
United States Senate.

[Indorsement.]

Respectfully referred to the Secretary of the Interior, with request that the application of Mr. Bickford may be favorably considered if leases in the Indian Territory are authorized.

JOHN J. INGALLS,
United States Senate.

WASHINGTON, D. C., January 16, 1883.

The SECRETARY OF THE INTERIOR:

The undersigned is a resident of the county of Green, in the State of Missouri, and is associated in the business of raising cattle with Frank P. Knott and George T.

Knott, both of the county of Wichita, in the State of Texas; and the undersigned hereby makes to you application to lease, for the term of twenty years, or for such shorter term (not less than fifteen years) as may be agreed upon, one million acres of land in the Indian Territory, and in that part thereof covered by the treaty of October 21, 1867 (15 Stat., 581), the same to be bounded on the east by the ninety-eighth parallel of west longitude, on the south by Red River; on the north by the first township line south of Fort Sill, as marked on the Government map; and on the west by a north and south line so drawn as to take in said quantity of land.

I hereby offer to pay for said lease, for said term, at the rate of two cents per acre per year; the same to be used for grazing cattle; and I will give ample security for the performance of my part of said contract.

I am advised that it is not proper, and possibly not lawful, for said parties so desiring to lease to themselves initiate steps looking to the making of such a lease with said tribes, and we are advised to make application to the Interior Department, requesting the Secretary to take such steps as may be authorized by law for the making of such a lease.

This application in behalf of said parties I therefore hereby respectfully make, and if I am advised, in reply to this, that I may lawfully contract for such a lease with said tribes, and submit the same to the approval of the proper officers of the United States, then I will adopt that course.

Respectfully submitted.

WILLIAM H. WADE,

For himself and Frank P. and George T. Knott.

CORCORAN BUILDING,

Washington, D. C., January 16, 1882.

The SECRETARY OF THE INTERIOR:

We are attorneys for Col. Wm. H. Wade, the writer of the above, and he requests us to have any correspondence from the Department regarding the matters his letter relates to sent to us.

Colonel Wade is now in the Missouri legislature, and any letter to him should be sent to Jefferson City, Mo.

SHELLABARGER & WILSON.

DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS,

Washington, January 18, 1883.

SIR: In connection with the general subject of leasing large tracts of land in the Indian Territory for grazing purposes, and the propositions of interested parties arising thereout, now pending before this Department, I have the honor to lay before you for your further information the undermentioned communications which have been filed in this office, viz:

1. Letter of inquiry from E. P. Vollum, esq., dated Fort Hamilton, N. Y., December 15, 1882.

2. Letter from H. L. Newman, dated Stock-Yard Bank, National Stock-Yard, Ill., December 19, 1882 (presumably in reference to the application of B. H. Campbell to lease lands on Cheyenne and Arapahoe Reserve), asking priority in consideration of applications.

3. Letter from honorable Secretary of War, dated December 20, 1882, introducing Col. A. T. Babbitt, general manager, Standard Cattle Company, Chicago, engaged in cattle-raising in the Indian Territory under authority from the Indians, and who are fearful their rights will be interfered with.

4. Letter from F. L. Dodge, esq. (of Cook & Dodge, attorneys at law), Davenport, Iowa, dated January 1, 1883, asking for information as to rights of a certain corporation to herd ranch cattle in Indian Territory, 80 miles south of Medicine Lodge, Kansas, near or on Eagle Chief Creek, a tributary of the Cimarron.

5. Letter from Lawrie Tatum, esq., dated Springdale, Iowa, January 1, 1883, recommending that the Kiowas and Comanches be permitted to lease a district in the southern part of their reservation for grazing purposes, which he thinks would serve a double purpose, in producing them a rental of from \$15,000 to \$20,000 per annum, and keeping the Texas cattle off their lands.

6. Letter from F. P. Knott, dated Saint Louis, January 9, 1882, inclosing letter of introduction from Hon. C. B. Farwell, and proposing to lease for twenty years, for grazing purposes, about 1,000,000 acres of land, east of the Apache Reserve, extending west along Red River 45 miles and north 35 miles, at a rental of two cents per acre, erecting fences, &c.

7. Letter from H. L. Bickford, dated Leavenworth, Kans., January 10, 1883, proposing to lease for grazing purposes the northwest corner of the Wichita Reserve, as therein described, containing about 185,000 acres, for ten years, at an annual rental of two cents per acre, or \$4,000 per annum, in advance, erecting fences, &c.

8. Letter from Ikard and Harrolds, dated Wapello, Ill., January 13, 1883, proposing to lease lands west of the North Fork of Red River for grazing purposes. This is the tract of land in dispute with Texas, and known on the Texas maps as Greer County. These same parties made a similar application to the Department last May, which was refused. It appears, however, from their letter that they are occupying the land with 60,000 head of cattle under an arrangement made with, presumably, the Kiowa and Comanche Indians.

9. Letter from Hon. R. T. Van Horn, dated January 15, 1883, on behalf of George Shiedley, Kersey Coates, and others, applying for a lease of lands in the Indian Territory, thirty miles square, for pasturage and cattle ranch.

It seems proper that these applications should be before you in the consideration of the general subject.

Pending your decision, no action will of course be taken by this office on any of the applications.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Inclosure No. 1.]

FORT HAMILTON, NEW YORK HARBOR,
December 15, 1882.

SIR: I desire respectfully to inquire into the validity of the leases that the Indians who occupy the Indian Territory (such as the Cherokees) have been giving to cattle-raisers for some years past, allowing them to graze their herds upon lands within the Indian Territory, at an annual tax per head of from 15 to 20 cents. Will such leases be confirmed by the Interior Department, or the Indian Bureau, and for what length of time will they be drawn up? I would be thankful for a sample of the form in which said leases are made.

Very respectfully, your obedient servant,

EDW. P. VOLLUM.

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

[Inclosure No. 2.]

STOCK YARD BANK, NATIONAL STOCK YARD, ILLINOIS,
December 19, 1882.

SIR: We have just been informed another party has made an application similar to ours for leasing a portion of the Indian lands. I write to ask of you not to let them take precedence of us, as we were the very first to ask or apply for a lease; not only to you, but some three years since to Hon. E. A. Hayt, when he was Commissioner. I understand the parties to whom I refer apply for about two and a half million acres, should you desire to lease so much to one party. While we only applied for one-half million, we will take more.

We shall be pleased to have your decision as soon as possible. Col. R. D. Hunter's proposition was intended for himself.

Your obedient servant,

H. L. NEWMAN.

Hon. H. PRICE,
Commissioner, Washington, D. C.

[Inclosure No. 3.]

WAR DEPARTMENT,
Washington, December 20, 1882.

MY DEAR SIR: I inclose to you a letter of introduction, dated the 15th instant, from Mr. N. K. Fairbank and four other gentlemen of Chicago, all of whom are very old friends of mine, in which they present Col. H. T. Babbitt, who is general manager of a cattle company in which they are interested.

Colonel Babbitt wishes to confer with you officially in respect to raising cattle in a part of the Indian Territory, and I will be obliged if you will give him your attention as the representative of some gentleman of Chicago of the highest standing.

I am, very truly, yours,

ROBERT T. LINCOLN.

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

[Inclosure.]

OFFICE OF STANDARD CATTLE COMPANY,
No. 1 CHAMBER OF COMMERCE,
Chicago, December 15, 1882.

DEAR SIR: The trustees of this company have felt justified during the past season, on assurances received from persons in authority, in locating a herd of cattle in the Indian Territory. The arrangements they have made are such as are not in any way objectionable to the Indians themselves, but, on the contrary, they are extremely friendly and well-disposed towards us. Rumors have reached us, however, that our tenure there is not secure, and that we are liable to be ordered out at any time, and to our great inconvenience and loss, and we have therefore requested our general manager, Mr. A. T. Babbitt, to visit Washington and lay before you and Secretary Teller all the facts in the case, and we earnestly request that you will permit Mr. Babbitt to state to you the situation of affairs, and give the matter your personal and favorable consideration.

Very respectfully, yours,

N. K. FAIRBANK.
SAM JOHNSTON.
STEPHEN F. GALE.
WM. T. BAKER.
EDSON KEITH.

Hon. R. T. LINCOLN,
Washington, D. C.

[Inclosure No. 4.]

DAVENPORT, IOWA,
January 1, 1883.

DEAR SIR: Within the last few weeks a corporation has been organizing in this city whose purpose is to herd, breed, and ranch cattle in Indian Territory, about eighty miles south of Medicine Lodge, Kansas. Said ranch is near or on "Eagle Chief" Creek, so called, which is a tributary of the Cimarron River. The parties now occupying the ranch state that they rent of the Indians, and are violating no law in being and remaining where they are. I desire to know if this is true, and if they have the right to remain in possession. If you will have the kindness to answer this inquiry I shall be very much obliged to you.

Very truly,

F. L. DODGE.

Hon. HIRAM PRICE,
Indian Commissioner, Washington, D. C.

[Inclosure No. 5.]

SPRINGDALE, IOWA, *First month 1, 1883.*

DEAR FRIEND: I see by thy last annual report that the thought is entertained that the Indians who are now rationed must expect to have the rations discontinued, and they become self-sustaining, which seems very reasonable. On account of the frequent droughts it seems impracticable for the Indians in the southwest to obtain a subsistence by agriculture, but I hope they can by stock-raising, and am thankful to learn that some of them are working up herds of cattle.

The Kiowas and Comanches have a large district in the south part of their reservation that I expect is of no value to them whatever at present, and I have thought that if it could be rented to the satisfaction of the Indians and of the Department that it would probably bring them \$15,000 or \$20,000 per year, or perhaps more. I expect that it will become more and more difficult to keep the Texas cattle off of their lands unless they are utilized. I have cause to believe that in some agencies that it is now very difficult to keep them off, and that the disputed tract in southwest part of Indian Territory is covered with cattle.

I understand that J. D. Miles, of the Cheyenne and Arapahoe Agency, rented a portion of that reservation last summer for the benefit of his Indians, which was disapproved by the Department. Now, I would be thankful to know if the Kiowa and Comanche Indians saw proper to rent some of their reservation for a certain annual sum for the benefit of the whole tribe, to be paid directly to them in the way that annuities are paid by the Government, would such a contract with the Indians be likely to be nullified by the Department? I learn that the Cherokees receive an income in that way. If those Indians could rent a portion of their land for a term of

years to a party who would employ the Indians for herders they would receive a double benefit. I think that I know of such a party who would take hold of it if there was a favorable opening.

Thy friend,

Hon. H. PRICE,
Commissioner.

LAWRIE TATUM.

[Inclosure No. 6.]

SAINT LOUIS, *January 9, 1882.*

MY DEAR SIR: Inclosed please find letter of introduction from Mr. C. B. Farwell (Cong.), of Chicago.

I have lands and stock in North Texas adjoining the Apache Reservation on the south.

I desire to extend my interest into this reservation by securing a lease from the Government (and the Indians), and herein apply for the lease of a body of land commencing a little east of the east line of the Apache Reservation, extending west along Red River 45 miles and north 35 miles, so as to contain about 1,000,000 acres of land, which I will agree to fence and pay an annual rental of 2 cents per acre, the lease to extend twenty years, and to be used exclusively for grazing purposes.

Men are intermarrying, and by every means obtaining large bodies, and fencing, without paying royalty, and to lease would be a means of self-support.

If you will entertain any hopes, I will visit you in person and bring such sanction as you may require from the representative Indians.

Hoping you will favor me with an early reply, I am,

Your obedient servant,

F. P. KNOTT.

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

Please address to Wichita Falls, Wichita County, Texas.

CHICAGO, *January 8, 1883.*

MY DEAR SIR: This will introduce to you Mr. Frank P. Knott, who has interests in cattle-ranching in Texas, and in whose honesty you can place the fullest confidence.

Any attentions you may be able to show him in connection with his business will be esteemed by me as a personal favor.

Yours, very truly,

C. B. FARWELL.

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

[Inclosure No. 7.]

LEAVENWORTH, KANS., *January 10, 1883.*

SIR: I herewith transmit a proposition, which I hope will meet with your favorable approval, for a lease or permission to hold cattle on the northwest corner of the Wichita Reservation in the Indian Territory. I am engaged in raising cattle, and my business for the last eight years has been contracting for Government supplies and freighting for Government in the Indian Territory. I would respectfully refer you, as to my character and standing, to Senator Ingalls and Congressman Haskell, of the Kansas delegation.

Very truly, yours,

H. L. BICKFORD.

Hon. WM TELLER,
Secretary of the Interior, Washington, D. C.

LEAVENWORTH, KANS., *January 10, 1883.*

SIR: I would most respectfully submit the following proposition for a lease of the northwest corner of the Wichita Reservation in the Indian Territory for the purpose of grazing cattle, "commencing at a point on the Canadian River near the east end of Foot Island, at the intersection of said river of range line between ranges 10 and 11, west of the Indian meridian; thence south 12 miles; thence west to the western boundary of the reservation; thence north to the Canadian River; thence by the course of said river to the place of beginning, containing in all about 185,000 acres, more or less.

The above tract of land I propose to lease for the period of ten years, with the privilege of inclosing same with a good, substantial fence, and pay an annual rental of two cents per acre in advance, or \$4,000 per year for the entire tract.

I would say in this connection that this land is not occupied by the Indians, nor are they deriving any benefit from its possession, whereas this lease would insure them a permanent income during its existence. I agree to commit no waste on said premises, except timber for fire-wood, fence-posts for inclosing said premises, and necessary buildings in the use of said premises, and I further agree to maintain necessary fire-guards for the protection of the timber on said premises from destruction by the prairie fires.

HARVEY L. BICKFORD.

Hon. WM. TELLER,
Secretary of the Interior, Washington, D. C.

[Inclosure.]

WAPELLA, DE WITT COUNTY, ILLINOIS,
January 13, 1883.

DEAR SIR: I have heard that the Cheyennes and Arapahoes Comanche and Kiowa Indians of the Indian Nation are petitioning you to lease their territory to stock-men for grazing purposes, but have seen nothing in regard to it. We wanted to lease Greer County last winter, but you declined to lease to us, on what we thought very just reasons; but we are occupying Greer County with 60,000 cattle now, and have been for about 18 months. We got the consent of the chiefs of those nations before we went in there; we gave them 200 head of the cattle last June, and once and a while gave them some beef, probably 100 since we have been there, and have four of the bucks working for us.

We are getting along with them without any trouble, and they appear to be well satisfied, and bring in all of our cattle and horses that stray in amongst them; and if you can lease that country would like to have a show to get it, as we are already there, and am satisfied we can get along with the Indians peaceably. Can give you all the reference that is necessary, I think.

Hoping to hear from you as early as convenient.

Yours, respectfully,

IKARD & HARROLD,
Per E. B. HARROLD.

Mr. TELLER.

Direct to E. B. Harrold, Wapella, De Witt County, Illinois.

[Inclosure No. 2.]

HOUSE OF REPRESENTATIVES,
Washington, D. C., January 15, 1883.

SIR: Agreeably to notice given, and your assent to, its filing I ask that George Shiedley, Kersey Coates, James W. L. Slavens, Ed. H. Webster, of Kansas City, Mo., and James W. Camp, of New York, be entered until their papers are filed in form as applicants for the lease of, or otherwise obtaining, under such regulations as the Secretary of the Interior may prescribe, at such rates as the Secretary may fix for such privilege, the use of 30 miles square of pasture lands for the pasturage of cattle and use as a live-stock ranch in the Indian Territory.

Respectfully,

R. T. VAN HORN,
In behalf of the above-named gentlemen, at their request.

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

— — —
[Telegram.]

SAINT LOUIS, Mo., *January 18, 1883.*

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

Agent wires has leased 1,700,000 acres to Fenlon, Denman, and others, giving them choice and most desirable territory, leaving us about 900,000. We ask of you to please have a fair division, otherwise a large proportion of the territory will be worthless.

R. D. HUNTER.

[Inclosure.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 19, 1883.

SIR: In connection with my letter of yesterday, submitting sundry communications from United States citizens desiring to lease lands in the Indian Territory for grazing purposes, I have the honor to inclose herewith a letter (which has already been informally before the Department) of Agent Miles, Cheyenne and Arapahoe Agency, dated the 30th ultimo, transmitting a request of the Cheyenne and Arapahoe Indians for authority to lease a portion of their reserve for grazing purposes, the original proposition of B. H. Campbell in respect thereof, and the agent's views thereon and on the general subject.

Incident thereto I also inclose a letter from one James S. Morrison, a squaw-man at the Cheyenne and Arapahoe Agency, dated 18th ultimo, asking that sufficient land be reserved out of any lands proposed to be leased on the reserve to accommodate a herd of cattle for the benefit of his two children (half-breed Arapahoese), now at school at Lawrence, Kans., with Agent Miles's views indorsed thereon.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Inclosure No. 1.]

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., December 13, 1882.

SIR: I have the honor to inclose herewith, for your consideration and action, a request from the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians for authority to lease, for a term of years, for grazing purposes, the western portion of their reservation. Also copy of a letter from B. H. Campbell, making proposition for the lease of a portion of the Cheyenne and Arapahoe reservation for a term of fifteen years, and making an offer of \$50,000 per annum for the use of the same for grazing purposes.

Referring to the request of the Indians, I may inform you that the matter has been under consideration by them in their camp councils for over one week, and on yesterday came to my office, and without a dissenting voice were unanimous in making the request embodied in the inclosed written request. In their speeches in support of leasing these lands, they urge:

1st. That they do not occupy these lands, except in a few instances, by roving parties in search of game and to pick up stray cattle.

2d. That the lands they proposed to lease are too hilly and sandy for agriculture.

3d. That drift-cattle from the Cherokee strip and Texas Pan Handle, and intruders, are feeding off these lands, and they receiving no benefit therefor, and that by leasing these lands for a term of years would settle the question of intruders, and the question of drift-cattle would not be for them to settle. These Indian have been informed through the proper channels that they cannot expect the Government to continue to make appropriations for their support, and that they must make an effort themselves in some way at self-support and self-reliance, and they see no reason why they should be barred the privilege of leasing a portion of their reservation, now unoccupied by them, and at present not needed for their own herds. They propose to invest one-half ($\frac{1}{2}$) the means thus derived in the purchase of young stock-cattle, which they propose to turn over to the agent in charge, to be held, in connection with a school herd, for the benefit of the school children, and the other one-half ($\frac{1}{2}$) to be expended in supplementing their rations, under the direction of the Commissioner of Indian Affairs, with their consent.

Section 2117 Revised Statutes seems to anticipate the obtaining of such an arrangement with the consent of the tribes, and now that they are not only consenting but anxious to enter into contract with responsible parties, and have a number of square business propositions covering the entire country they propose to lease, it is only natural and proper that they should wish to avail themselves of the offers at once. And, from a purely business transaction, to the advantage of the Indians, and settling the matter of intruders, I fully approve of the granting their request.

With reference to the proposition of B. H. Campbell, I may inform you that it is responsible and purely business, but covers some of the lands occupied by the Indians of the agency for farming and grazing, and which they would not consent to lease; and the lands embraced in the request of the Indians is somewhat reduced from that embraced in the Campbell proposition. The lands proposed to be leased by them are

embraced in the country bounded on the South by the Kiowa and Comanché Reservation, and on the east by the Wichita Reservation to its north boundary, and thence on a straight line to the main Canadian River; thence up said river to a point opposite "Cottonwood Grove"; thence north to the north boundary of the Cheyenne and Arapahoe Reservation; thence west to the west boundary; thence south along Pan Handle of Texas to place of beginning, embracing about 2,400,000 acres, and which is at present yielding them no income, and should be utilized for their benefit. I would recommend that the country described be leased in about four (4) districts, so divided as to embrace a good supply of grass and water.

With such a revenue as this, and adding the proposed application of the greater portion of their clothing fund the coming year in the purchase of stock-cattle, we may hope for something better in the future.

Very respectfully

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner, Washington, D. C.

[Inclosure A.]

CHEYENNE AND ARAPAHOE AGENCY,
Dartington, Ind. T., December 12, 1882.

We, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, constituting the recognized authority of the tribes above named, being assembled in council this 12th day of December, A. D. 1882, for the purpose of transacting such business as may properly come before the council for action and consideration, would respectfully represent the following for your consideration and action of the Commissioner of Indian Affairs, viz:

The usual scarcity of rainfall in this locality renders agricultural pursuits very uncertain and unprofitable; and as our people cannot (as experience has taught them) rely upon securing a crop oftener than about one (1) out of every three years, they have become quite discouraged, and are now considering what they can do to supplement the scanty rations furnished by the Government by our own efforts, through any and all lawful and legitimate means placed at our disposal by the Government, and in this connection we come to the matter of our reservation and its utilization.

Some of us have noticed, when passing through the States and on the border, that a white man only cultivates a small portion of his soil and utilizes the remainder for grazing purposes, which will bring him equally as good, if not better, returns than the lands cultivated, and with less labor. Now, we only ask the same privilege, and in the consideration of this subject would respectfully represent that there is a large portion of our reservation, amounting to about 2,400,000 acres, which is almost worthless for agricultural purposes and unoccupied by our people (excepting a few families), which is bringing us no revenue, and as our cattle herds at present are very few and small, we cannot with our means and facilities make it useful to ourselves by farming or grazing, and with an exposed line of over three hundred miles on the north and west, by large herds of cattle, by authority of the Cherokees on the north and white settlers in the Pan Handle of Texas, it is impossible to prevent cattle from grazing on our reservation, for which we receive no compensation. Now, in order that this grass may be utilized for our benefit, and in conformity with the *inferred* privilege vouchsafed to the various Indian tribes, as set forth in section 2117, Revised Statutes, we would respectfully request that authority be given to carry out the following request, viz:

To lease to some responsible party or parties that portion of our reservation described in Executive order dated "Aug. 10," 1869, lying west of the reservation assigned to the Wichita Indians by agreement under date "Oct. 19, 1872," and south of the main Canadian River, and also that portion lying north of the main Canadian River, and west of "Cottonwood Grove," embracing about 2,400,000 acres, said lease or leases to date from January 1, 1883, or as soon thereafter as may be practicable, and continue for a term of not less than five nor more than fifteen years, subject to be revoked by the honorable Commissioner of Indian Affairs, with the approval of the honorable Secretary of Interior, at any time the necessities of our tribes may require, or our relations with the Government may be changed. After granting a lease or leases covering the lands embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located *all the farm and other improvements* of our tribes, and will not interfere with a full enjoyment of our tribes in every legitimate effort or enterprise at self-support in other industries.

In consideration of the use of the lands above described, it is expressly understood by us that the rate per annum to be paid for the use of the said lands, and for the purpose indicated, shall not be less than two cents per acre, and payable semi-annually,

at the discretion of the Commissioner of Indian Affairs, and to such person or persons as he may designate; and one-half to be applicable for the purchase of young heifers or young cows and sufficient young bulls for breeding purposes, and the other one-half of the funds thus derived to be expended for the benefit of the Cheyenne and Arapahoe tribes in such manner as may be prescribed by the Commissioner of Indian Affairs, with the consent of the Indians.

The party or parties to whom such lease or leases may be granted will be permitted to build post and wire fence, in tracts of not less than 20 to 30 miles square, so as to include sufficient water and good grass for the stock, and so divided as to embrace all the lands above described; and will be authorized to cut from the lands only sufficient timber to build the necessary fences, as above described, and corrals and ranches necessary for the accommodation of their cattle and men during the continuance of such lease or leases, and to leave all such improvements on the premises at the expiration of such lease or leases.

Subscribed this 12th day of December, A. D. 1882.

WHIRLWIND, his x mark,
LITTLE BIG JAKE, his x mark,
WHITE SHIELD, his x mark,
WHITE ANTELOPE, his x mark,
BAD FACE, his x mark,
WOLF CHIEF, his x mark,
BOB TAIL, his x mark,
WOLF FACE, his x mark,
BLACK ROCK, his x mark,
CLOUD CHIEF, his x mark,
OLD CROW, his x mark,
FLACO, his x mark,
BIG MAN, his x mark,
ELK HORNS, his x mark,

RED WOLF, his x mark,
SPOTTED WOLF, his x mark,
BIG OWL, his x mark,

Cheyennes.

LEFT HAND, his x mark,
POWDER FACE, his x mark,
TALL BEAR, his x mark,
WHITE MAN, his x mark,
BEAR ROBE, his x mark,
WHITE BUFFALO, his x mark,
CHEYENNE CHIEF, his x mark,
MEDICINE DISMOUNTING, his x mark,
PACKED UP, his x mark,

Arapahoes.

In the presence of—

CHAS. E. C. MPBELL,
W. W. CHARLES.

I certify on honor that I explained to the Indians herein named, and am satisfied that they understood the nature of the request made by them, and that the contents of the document fully expresses their own wish in the premises.

GEORGE BENT,
Interpreter.

CHEYENNE AND ARAPAHOE AGENCY, INDIAN TER.,
December 12, 1882.

I hereby certify on honor that I was in attendance at the council herein named, and heard the Cheyenne and Arapahoe Indians discuss the subject of leasing a portion of their reservation for grazing purposes, and am satisfied that the inclosed request embodies the wish of the two tribes on this subject, and that the request is made at their own instigation, and purely as a matter of business, looking to their own advantage.

JNO. D. MILES,
Indian Agent.

[Inclosure B.]

DARLINGTON, IND. T., *December 5, 1882.*

SIR: By reference to section 2117 of the Revised United States Statutes, it is obvious that it was intended to place the use of the lands embraced in Indian reservations under the control of the tribes to which they are assigned.

It is no doubt legitimate therefore for the tribes, acting through their chiefs, to lease portions of their lands for temporary use, and it is for you as their guardian to judge whether such a transaction is for their best interest.

As you must be aware, there is a large area of land embraced in the reservation for your people, which is absolutely worthless for agricultural purposes. Even if in time abundant rain should fall on that section of country, it could never be cultivated, because of the broken character of the country. A large part of these rough lands are well watered, and they produce nutritious grasses, which will sustain large herds of cattle the whole year round.

The mountainous character of the country affords the best of shelter from the winter storms, and, taken altogether, the western portion of your reservation offers great attractions for the frontier stockman.

The demand for these lands is rapidly increasing, and during the past year large herds have been grazed on parts of this reservation by unauthorized persons, who have ignored and even disputed the rights of the Indians to control these lands.

Under the present practice there is not only no revenue derived from this large grazing district, but a rupture is liable to occur any time between the trespassing cowboys and the Indians.

By leasing this district to responsible and law-abiding persons you may secure a valuable revenue for the benefit of the Indians, and you will thus be enabled to put an effectual stop to the occupation of the country by unauthorized and lawless persons.

My plan would contemplate fencing a tract of land for a cattle ranch, and as it would require a large amount of capital to fence and stock the ranch, the parties interested would require to be secured in the use of the property for a term of years. With this statement of the situation, I respectfully submit the following proposition:

1st. For a lease of fifteen years of that portion of the Cheyenne and Arapahoe Reservation lying west of the mouth of Coho Creek, or, say, beginning at a point not farther east than 18 miles west of Fort Reno. I will pay an annual rent of \$50,000. I will surround the whole with a substantial cedar post and steel wire fence. I will provide the whole inclosure with suitable pens, corrals, and houses for the necessary employés of the ranch. The timber for the improvements to be cut on the premises, but none to be destroyed, and none to be removed from the ranch unless upon the request of the agent.

2d. I will rent a lesser area, say thirty miles square, and pay the same rent in proportion as that named in the above offer.

To the end that I may get a positive and final answer to my proposals, I respectfully request that you call a council of the chiefs of the tribes interested, and submit to them fully the questions involved, and if my offer is accepted by them, I have to request such an indorsement and such information from you as will enable the head of your Department in Washington to decide the matter promptly, and without further reference.

I am, sir, very respectfully, your obedient servant,

B. H. CAMPBELL.

JOHN D. MILES,

United States Indian Agent, Cheyenne and Arapahoe Agency, Darlington.

[Inclosure No. 2.]

CHEYENNE AND ARAPAHOE AGENCY,
Darlington. Ind. T., December 18, 1882.

SIR: For the benefit of my two children, who are members of the Arapahoe tribe of Indians, and who are at present being educated at Lawrence, Kans., I have located and am occupying a range for my cattle upon the Washita River, in the vicinity of the mouth of Barnitz Creek, within the boundaries of the Cheyenne and Arapahoe Reservation.

It having come to my knowledge that a scheme is in progress to lease or rent this portion of the reservation for the use of cattle-men, I would most respectfully request that a sufficient portion of this territory, so occupied, might be so reserved from said lease or rental as to not interfere with the use of the range for cattle now owned by me, and held for the benefit of my children until such time as they may become of age.

Very respectfully, yours,

JAS. S. MORRISON.

Hon. H. PRICE,

Commissioner of Indian Affairs, Washington, D. C.

[Indorsement.]

CHEYENNE AND ARAPAHOE AGENCY, INDIAN TERRITORY,
December 23, 1882.

Respectfully forwarded to the honorable Commissioner of Indian Affairs, with the information that Morrison was married, *Indian fashion*, about fifteen years ago to the daughter of Big Mouth, Arapahoe chief. The wife is not now living, but he has two children, the fruit of this marriage, whom he is educating at Lawrence, Kans. Mr. Morrison is one of the noble exceptions to the general rule of squaw men. He always treated his Indian woman as a wife, and at her death did not forsake the children, but is educating them and otherwise caring for them. There is no objection on my part that he should be allowed grazing privileges on the reservation for such cattle as may be *actually and bona fide his own*, but know to a certainty that there is sufficient grazing ground on the Cheyenne and Arapahoe Reservation, outside the limits embraced in

the request of chiefs and headmen as set forth in my letter of 12th instant on this subject, and I am satisfied the Indians will make no objection to such occupancy by Mr. Morrison, provided he only holds his own cattle.

Truly, &c.,

JNO. D. MILES,
Indian Agent.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY, INDIAN TERRITORY,
February 2, 1883.

SIR: I have the honor to submit the following report of affairs at this agency for the month of January, 1883:

* * * * *
On the 12th of December 1882, the Cheyenne and Arapahoe Indians of this agency, in general council, decided to lease a portion of their reservation for grazing purposes. The scheme is a good one, and should by all means be approved by the Department, as it will bring to the Indians a large revenue from land at present unoccupied by them, and from which they at present derive no benefit, although occupied, or rather trespassed upon, by those who have no authority and who have never paid a cent of rental for the grass and lands they have been using.

Acting on the decision of the council of December 12, on the 8th of January, 1883, the Cheyenne and Arapahoe Indians leased, subject to the approval of the honorable Secretary of the Interior, about 2,000,000 acres of land on this reservation, to parties who entered into the lease in good faith. Official notice of this action has already been made the subject of special communications to your office.

* * * * *
Very respectfully,

JNO. D. MILES,
Indian Agent,
Per O. J. WOODARD,
Clerk and Com.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

HOUSE OF REPRESENTATIVES,
Washington, D. C., March 5, 1883.

SIR: Mr. B. H. Campbell, of Wichita, Kans., in behalf of himself and others, made a proposition last December to Agent Miles, of the Cheyenne and Arapahoe Agency, to lease for grazing purposes all or a portion of their western unoccupied lands; which proposition was favorably considered by him. After further consultation it was thought best that the assent of the Indians should be got also. Such assent was obtained, and it and the proposition, with the favorable indorsement of Agent Miles, was forwarded to you for your approval, and they are now on file in your office. Before the same were fully completed, Mr. Campbell, with the assent and I may say at the suggestion of said Miles, left for Washington for the purpose of laying the whole subject before you as soon as said papers should arrive, and of securing your approval to the leasing of at least one-fourth of said tract, as Miles recommended to you.

Mr. Campbell presented the matter to you, and you will recollect a decision was delayed for some weeks for the reason that you had to consider the policy before you took any action. Finally you concluded the policy a good one, but you thought you had no authority to make such a lease, and that you could act only in case an undue advantage was taken of the Indians, and that if Mr. Campbell made a fair contract you would not interfere. He supposed he had such a contract, though not technically in the form of a lease.

In the mean time, Mr. Miles, ignoring the transaction with Mr. Campbell, began negotiating with the Indians in behalf of other parties, and as soon as it was learned what your conclusion was, made, or caused to be made, through his influence with the Indians, a lease between them and such other parties for the whole tract, thereby attempting to freeze out Mr. Campbell and deprive him entirely of the benefit of his expense and foresight. I am informed that he now refuses to recognize Mr. Campbell in the premises, and says it will be his duty to clear the country of all cattle not owned by the lessees, meaning the party who have so leased the whole of said tract; and has stated that he was directed by the Secretary of the Interior to point out all such offenders, and to use the military to eject them; and further, that he knew the Secretary would approve said lease as soon as Congress adjourned.

Now, Mr. Secretary, Mr. Campbell claims that he was the first to inaugurate the policy of leasing, the first to obtain the assent of the Indians; that in good faith he came and sought your approval, willing to adopt such modifications as you might suggest; and he feels that no advantage should be taken of him while he was seeking your approval and awaiting your decision.

He feels that Mr. Miles has not acted squarely, and that he is now acting in the interest of other parties who have no claim of exclusive privilege as against him, Mr. Campbell; and he now asks that Mr. Miles be instructed to aid him to secure a lease of a portion of the lands. There seems to be no other means of rectifying the wrong that has been done him. If Mr. Campbell had acted surreptitiously or in bad faith I would not ask this for him, but he has acted openly and has sought your approval, and while so doing others have sought to obtain the whole, where he would have been content with a part.

Yours, truly,

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

EDWIN WILLITS.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
March 21, 1883.

Referred to the Commissioner of Indian Affairs.
Mr. Miles is not charged with any duty in this matter.

H. M. TELLER,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 24, 1883.

SIR: I have received, by Department reference, your letter of the 8th instant, addressed to the honorable Secretary of the Interior, complaining of the action of Agent Miles in leasing the unoccupied lands of the Cheyenne and Arapahoe Indians, to the exclusion of Mr. B. H. Campbell, who claims that he is entitled to priority of consideration.

The honorable Secretary personally indorses your communication in the following words: "Mr. Miles is not charged with any duty in this matter."

Agent Miles has been written to from this office for an explanation of his action.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Hon. EDWIN WILLITS,
House of Representatives.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 24, 1883.

SIR: I am in receipt, by Department reference, of a letter from Hon. Edwin Willits, M. C., dated the 8th instant, on behalf of Mr. B. H. Campbell, of Wichita, Kans., alleging that pending Mr. Campbell's endeavors to obtain the honorable Secretary's sanction of a contemplated lease to him of the unoccupied lands of the Cheyenne and Arapahoe Indians, you made or caused to be made through your influence with the Indians, a lease between them and certain other parties for the whole tract, "thereby attempting to freeze out Mr. Campbell and deprive him entirely of the benefit of his experience and foresight."

Mr. Willits adds:

"I am informed that he [you] now refuse to recognize Mr. Campbell in the premises, and says it will be his [your] duty to clear the country of all cattle not owned by the lessees, meaning the party who have so leased the whole of said tract, and has stated that he [you] was directed by the Secretary of the Interior to point out all such offenders, and to use the military to eject them; and further that he [you] knew the Secretary would approve said lease as soon as Congress adjourned."

Mr. Campbell claims (through Mr. Willits) that, under all circumstances, he was entitled to priority of consideration, and charges that "Mr. Miles has not acted

squarely, and that he is now acting in the interests of other parties who have no claim to exclusive privilege as against him, Campbell."

The honorable Secretary personally indorses this communication in the following words: "Mr. Miles is not charged with any duty in this matter."

You are directed to at once make a full statement to this office of your action in the premises.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

JOHN D. MILES, Esq.,
U. S. Indian Agent, Cheyenne and Arapahoe Agency, Indian Territory.

LEAVENWORTH, KANS., March 8, 1883.

SIR: A gentleman just returned from the Indian Territory has stated that a party or company have leased, or are about to lease, part of the Cheyenne Reservation for a ranch, and ask that you use your influence to prevent the confirmation of the same until parties who reside here can be heard in the matter.

Mr. John Volz, one of the most respected citizens, has now and has for the past two years occupied a strip 25 miles southwest of Cantonment, Ind. T., on which he has now over two thousand head of cattle, and has been supplying the Government with beef, and is willing to pay what taxes the Government requires. His ranch lies between the Cherokee and Cheyenne strips, and would materially injure him financially, unless this strip was exempted from said proposed lease.

Anything that you can do to protect his interest will be duly appreciated.

W. M. FORTESCUE.

Hon. JOHN A. ANDERSON,
House of Representatives, Washington, D. C.

[Indorsement.]

Respectfully referred, with strong indorsement of Mayor Fortescue.

J. A. ANDERSON, M. C.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., April 6, 1883.

SIR: I am in receipt of office letter "L 5490, 1883," dated 24th ultimo, setting forth complaint of Mr. B. H. Campbell, in which he alleges that unfairness has been shown him in his efforts to secure grazing privileges from the Indians of this agency, and a game of "freeze out" attempted, &c., and directing a full statement to be made at once to the office of my action in the premises.

I will first call attention to my letter of December 13, 1882, transmitting proposition of Mr. B. H. Campbell dated "December 5, 1882," (see copy on file in the office); also "Proceedings of council" of the Cheyenne and Arapahoe Indians dated December 12, 1882 (see copy on file in the office), and for reference in consideration of this matter. I will call attention to inclosed rough map on tracing-linen sketched from office map of Indian Territory, and specially designating this Reservation and its surroundings, and the leases granted by the Indians of this agency and made subject to your approval. In Mr. Campbell's proposition he proposes to lease, or include in his lease, "that portion of the Cheyenne and Arapahoe Reservation lying west of the mouth of Coho Creek, or say, beginning at a point not farther east than 18 miles west of Fort Reno" (see dotted lines on map designating this point). This you will observe embraces within the dotted lines marked "B. H. C." about 500,000 acres, which was considered in the council of December 12, 1882, above referred to, and emphatically voted down and stricken from the country to be leased for the reason that the Indians now occupy this portion of the reservation and will need it for agriculture and grazing purposes. The next objectionable feature of the Campbell proposition was the length of time said lease was to run (15 years), and in a subsequent council they decided to lease for 10 years only.

In my letter of "December 13, 1882," transmitting the "Council proceedings" and the Campbell proposition, you will find the following remark:

"With reference to the proposition of B. H. Campbell, I may inform that it is responsible and purely business, but covers some of the lands occupied by the Indians of the agency for farming and grazing, and which they would not consent to lease."

(As to responsibility Campbell claimed to be backed by J. V. Farwell & Co., of Chicago.)

The lands which they did decide to lease are indicated on the inclosed map by leases from No. 1 to 7, inclusive. Said leases were made subject to your approval and that of the honorable Secretary of the Interior, and transmitted in duplicate from this office under date of January 13 and 15, 1883, which were placed in the hands of responsible and interested parties who were going directly to your office, to be delivered to the Department in person. This course was pursued in order to avoid the frequent delays incident to the mail service in this country, and to bring the matter promptly before the Department for consideration and action. I herewith inclose "copies" of each of these letters referred to, viz, January 13 and 15, 1883.

There has been no desire or intent on my part to "freeze out" Mr. Campbell and the parties whom he represents, but the Indians certainly had a perfect right to reject the proposition on account of its very objectionable features, and to accept the propositions made by others, some of whom have had similar applications on file years ago, and with whom they are personally acquainted and hold in high esteem. Neither the Indians nor myself had ever met Mr. B. H. Campbell until the time he made his proposition on December 5, 1882, and only *knew of him* through his objectionable transaction in placing 3,000 head of cattle during the past year on the lands indicated within the dotted lines marked "B. H. C.", under cover of a half-breed Indian, and for which privilege he has never paid a dollar to Cheyenne and Arapahoe Council, nor even asked their consent, and I may further inform that these cattle are still on this range, which will account for Mr. C.'s persistence in his effort to secure a lease covering this particular district. The Indians in full council on the 12th day of "December, 1882," demanded that these (Campbell's) cattle *must be removed*, for the reason that they would need the country for their own stock, &c.

A brother of Mr. B. H. Campbell called at this office, I think during the early part of March ultimo, and I presume it was through him that information was received "that he now refuses to recognize Mr. Campbell in the premises, and says it will be his duty to clear the country of all cattle not owned by the lessees, meaning the party who have so leased the whole of said tract; and has stated that he was directed by the Secretary of the Interior to point out all such offenders, and to use the military to eject them; and, further, that he knew the Secretary would approve said leases as soon as Congress adjourned." To that portion of Mr. Willit's statement which relates to my "refusal to recognize Mr. Campbell in the premises," I may state that, pending the action of the Department upon the leases already presented, the Indians could not grant other leases covering the *same lands*, and that as they (the Indians) voted down the proposition of Mr. Campbell on the grounds and for the reasons previously stated, his case is not now before the council for consideration. If the informant confined his statement relative to my duty to clear the country of all cattle not owned by the lessees, &c., to that portion of the country reserved for the Indians, and on which Mr. Campbell's herd is now grazing, I will answer in the affirmative. This, I am sure, the Department would approve; for the Indians will need it, and they positively refuse to lease it, claiming that they have already leased all they can spare of their reservation.

So far as relates to the statement that "I knew the Secretary would approve said lease as soon as Congress adjourned," I never made any such statement. Mr. Campbell is not the only one who claims "priority of consideration" and entitled to "the benefit of their experience and foresight." There are numerous parties claiming that they should have been considered in these leases, but all cannot be accommodated on *this* reservation, and as the Kiowas and Comanches have a large tract of grazing country not occupied by the Indians, I would recommend them to seek grazing privileges there. As the matter now stands, the Indians claim that they have acted in good faith in this matter and will stand by these leases and the lessees, and, to use a chief's own words, "we were not *children*, nor at *child's play*, in granting these leases," and "will expect the rental promptly as agreed upon," and it would be a very great disappointment to them should anything now transpire to prevent the fulfillment of these agreements, and deprive them of this much-needed revenue. And to the end that they may fully realize their expectations, I would certainly approve of a fair and equitable adjustment of seeming differences between parties who may be justly entitled to consideration.

Concerning the indorsement made personally in the following words: "By the Hon. Sec'y of the Interior, Mr. Miles is not charged with any duty in this matter," I may inform that I have desired to place the whole matter at the disposal of the Department, by making and submitting every act or proposition to the Department for its approval, thereby placing the duty of approval or disapproval where it properly belongs. If I have failed in this it has not been intentional on my part. I do not wish to exceed my duty as an agent.

The following instructions dated in July, 1882, are the latest received at this office, viz:

"SIR: Referring to the continued cattle trespasses upon the Cheyenne and Arapahoe Reservation, and the Wichita, Kiowa, and Comanche reserves, you are informed that by letter from this Department dated the 27th ultimo (based upon recommendation of this office dated the 19th ultimo) the Hon. Secretary of War was requested to make such disposition of troops, in the above mentioned localities, as will effectually rid the lands referred to of all cattle-men and their herds, who are there without authority of law.

"You are therefore directed to place yourself in communication with the military commandant in your vicinity, giving him all information and assistance in your power necessary to carry out the request of the Department."

In order to enforce the above order, it is made the duty of Indian agents under "General Orders No. 28, Headquarters Department of the Missouri," Art. III: "From the foregoing rules it will be clearly understood that Indian agents (or their properly authorized subordinates) must in all cases accompany the troops whose aid they apply for, and point out to the commander of such troops the acts to be done and the persons to be interfered with. Troops cannot be used to expel unauthorized traders or intruders upon Indian reservations, or to seize the goods or other property of such persons except as a posse to act under the orders and in the presence of some proper officer or agent of the Indian Department."

The above instructions should be so modified as to apply to that portion of the Cheyenne and Arapahoe Reservation reserved for their own necessities during the continuance of the leases referred to, if approved, and it will be possible then to enforce compliance therewith to the letter. All of which is respectfully submitted.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., January 13, 1883.

SIR: I have the honor to transmit herewith for approval the following leases granted by the Indians of this agency for cattle grazing on a portion of their reservation not occupied by themselves, viz:

	Acres.
No. 1. E. Fenlon, Leavenworth, Kans.....	564,480
No. 2. Wm. E. Malaley, Caldwell, Kans.....	564,480
No. 3. Hampton B. Denman, Washington, D. C.....	575,000

In fixing the boundaries of these leases, it has been the desire of the Indians, as also myself, to embrace in each lease a portion of the undesirable, as well as the desirable grazing lands. The parties would have been willing to pay a higher rate for a portion of these lands if allowed to select for themselves, but this the Indians, nor myself, could consent to, as there would be left some sand hills and jack-oak country, which of itself, could not be leased.

I have endeavored to embrace in these leases as many points as possible that would be of benefit to the Indians; prominent among these is the employment of Indians as herders, as far as may be practicable. Numerous applications for such positions have already been made and will be assigned positions when approved and in active operation.

The subject of leasing these lands has claimed the consideration of these Indians for several weeks, and they now fully understand its full meaning, and the benefits that will accrue therefrom. They have taken hold of the matter in good earnest, and think they can see at the end of the ten years large herds of cattle, rental income, and almost independence from Government aid, if properly managed.

In my own estimation it is the most promising move that has ever been inaugurated, as it utilizes the waste grass, and relieves the Government from large appropriations in an effort to place the Indian on a self-supporting basis.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 2.]

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., January 15, 1883.

SIR: I have the honor to transmit herewith for approval four (4) leases granted by the Indians of this agency for grazing for a term of ten (10) years at the rate of two cents (.02 cents) per acre per annum, viz:

	Acres.
No. 4. Jesse S. Morrison, Darlington, Ind. T.....	138, 240
No. 5. Lewis M. Briggs, Muscotah, Kans.....	318, 720
No. 6. Albert G. Evans, Saint Louis, Mo.....	456, 960
No. 7. Robert D. Hunter, Saint Louis, Mo.....	500, 000
Total acres	1, 413, 920
Quantity embraced in No. 1, 2, and 3, forwarded 13th instant	1, 703, 960
Total number acres leased.....	3, 117, 880

I inclose herewith a rough map embracing Cheyenne and Arapahoe Reservation, and indicating by numbers from one (1) to seven (7), inclusive, as also by red lines, the lands embraced in the leases.

This embraces all the grazing lands these Indians proposed to lease, as indicated in the record of "Proceedings of the council" on this subject, under date of December 12, 1882, and careful computation places the number of acres at a little over 3,000,000 of acres, instead of 2,400,000 acres, and will bring them an annual rental of \$62,357.60, which, if properly managed, will make them independent and self-supporting at the end of the ten years.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 21, 1883.

SIR: I have the honor to acknowledge the receipt, by your special reference, or a letter from Hon. E. Willits, dated the 8th ultimo, on behalf of Mr. B. H. Campbell, of Wichita, Kans., alleging that pending his (Campbell's) application to the Department for confirmation of a lease of the unoccupied lands of the Cheyenne and Arapahoe Indians for grazing purposes, Agent Miles, of the Cheyenne and Arapahoe Agency, made, or caused to be made, through his influence with said Indians, a lease between them and other parties for the whole tract, "thereby attempting to freeze out Mr. Campbell, and entirely deprive him of the benefit of his expense and foresight."

After referring to Agent Miles's refusal to further recognize Mr. Campbell in the premises, Mr. Willits adds that he (Campbell) claims to be entitled to priority of consideration, and charges that "Mr. Miles has not acted squarely, and that he is now acting in the interests of other parties who have no claim to exclusive privilege as against him (Campbell)."

Mr. Willit's communication is indorsed by you personally in the following words: "Mr. Miles is not charged with any duty in this matter."

Upon its receipt in this office I immediately (24th ultimo) wrote to Mr. Miles, transmitting the substance of Mr. Willit's letter, and directed him to make full statement of his action in the premises.

I now inclose a copy of Agent Miles's report on the subject, dated the 6th instant, with copies of inclosures therein referred to, being copies of letters addressed to this office by Agent Miles on the 13th and 15th January last, respectively, with a diagram of the Cheyenne and Arapahoe Reserve, said letters purporting to transmit for approval certain leases of grazing lands granted by the Cheyenne and Arapahoe Indians

at a rental of 2 cents per acre, and for a term of ten years in each case, to the under-mentioned persons, viz:

	Acres.
1. E. Fenlon, Leavenworth, Kans	564,480
2. William E. Malady, Caldwell, Kans	564,480
3. H. B. Denman, Washington, D. C.	575,000
4. J. S. Morrison, Darlington, Ind. T	138,240
5. L. M. Briggs, Muscotah, Kans	318,720
6. A. G. Evans, Saint Louis, Mo	456,960
7. R. D. Hunter, Saint Louis, Mo	500,000

Total number of acres leased 3,117,880

as shown in detail on the accompanying diagram, producing a yearly rental in the aggregate of \$62,357.60.

In explanation of these leases Agent Miles, in his letter of the 13th January, states as follows:

"In fixing the boundaries of these leases it has been the desire of the Indians, as also of myself, to embrace in each lease a portion of the undesirable as well as the *desiring* grazing lands. The parties would have been willing to pay a higher rate for a portion of these lands if allowed to select for themselves, but this the Indians nor myself could consent to, as there would be left some sand-hills and jack-oak country which of itself could not be leased.

"I have endeavored to embrace in these leases as many points as possible that would be of benefit to the Indians; prominent among these is the employment of Indians as herders, as far as may be practicable.

"Numerous applications for such positions have already been made, and will be assigned positions when approved and in active operation.

"The subject of leasing these lands has claimed the consideration of these Indians for several weeks, and they now fully understand its full meaning and the benefits that will accrue therefrom. They have taken hold of the matter in good earnest, and think they can see, at the end of the ten years, large herds of cattle, rental income, and almost independence from Government aid, if properly managed.

"In my own estimation it is the most promising move that has ever been inaugurated, as it utilizes the waste grass and relieves the Government from large appropriations in an effort to place the Indians on a self-supporting basis."

And in his letter of the 15th January, he states:

"This embraces all the grazing lands these Indians proposed to lease, as indicated in the record of the proceedings of council on this subject, under date December 12, 1882, and careful computation places the number of acres at a little over 3,000,000 of acres, instead of 2,400,000 acres, and will bring them an annual rental of \$62,357.60, which, if properly managed, will make them independent and self-supporting at the end of the ten years."

In his report, Agent Miles states that these letters of January 13 and 15, with the leases in duplicate, "were placed in the hands of responsible and interested parties, who were going directly to your office, to be delivered to the Department in person. This course was pursued in order to avoid the frequent delays incident to the mail service in this country, and to bring the matter promptly before the Department for consideration and action."

As matter of fact it may be stated that said letters of January 13 and 15, with their inclosures, have never been received at this office.

The remainder of Agent Miles's report is devoted to a statement of his action, and that of his Indians, in regard to the Campbell proposition. From this it appears—

(1.) That Mr. Campbell proposed to lease that portion of the Cheyenne and Arapahoe Reservation lying west of the mouth of Coho Creek, or, say, beginning at a point not further east than 18 miles west of Fort Reno, about 500,000 acres (see plat marked B. H. C., within dotted lines on diagram). This proposition was considered by the Indians in council December 12, 1882, and emphatically voted down, for the reason that the Indians now occupy this portion of the reservation, and need it for agricultural and grazing purposes.

(2.) The most objectionable feature was the length of time said lease was to run, viz, 15 years.

(3.) Agent Miles claims that the Indians had a right to reject the Campbell proposition for the reasons stated, and to accept the proposition of others, some of whom had had similar applications on file years ago, and with whom they are personally acquainted and hold in high esteem; that neither the Indians nor the agent had ever met Campbell until the time he made his proposal of December 5, 1882, and only knew of him through his placing 3,000 head of cattle during 1881 on the lands indicated within the dotted lines marked "B. H. C." under cover of a half-breed Indian, for which privilege he has never paid a dollar to the Cheyenne and Arapahoe Council

nor even asked their consent; that these 3,000 head of cattle are still on this range, which will account for Campbell's persistence in his efforts to secure a lease covering this particular district, and that the Indians in full council on December 12, 1882, demanded that they be removed for the reason that they would need the country for their own stock, &c.

(4) To that portion of Mr. Willit's statement relating to his refusal to recognize Mr. Campbell, Agent Miles states that pending the action of the Department upon the leases presented with his letters of January 13 and 15 the Indians could not grant other leases covering the same lands, and that as they (the Indians) had voted down Campbell's proposition on the grounds and for the reasons previously stated, his case is not now before the council for consideration.

Agent Miles further states that Mr. Campbell is not the only one who claims priority of consideration; that there are numerous parties claiming they should have been considered in these leases, but that all cannot be accommodated on the Cheyenne and Arapahoe Reservation, and as the Kiowas and Comanches have a large tract of grazing country not occupied by the Indians, he recommends them to seek grazing privileges there; that, as the matter now stands, the Indians claim they have acted in good faith, and that it would be a great disappointment should anything now transpire to prevent the fulfillment of these agreements and deprive them of the much needed revenue; and, to the end that they may fully realize their expectations, Agent Miles recommends a fair and equitable adjustment of seeming differences between all parties who may justly be entitled to consideration.

In conclusion, Agent Miles disclaims all intention of exceeding his duty as an agent, and claims to have placed the whole matter at the disposal of the Department by making and submitting every act or proposition to the Department for its approval.

In submitting Agent Miles's report I beg to call your attention to the fact that the greater portion of the country covered by these leases is claimed by the Wichitas and affiliated tribes, and that, as stated in my report of the 19th instant, Special Agent Townsend is now in the Indian Territory, charged with the duty of ascertaining what arrangements can be made whereby the Wichitas, &c., and the Cheyennes and Arapahoes can be given reservations which shall be satisfactory to all parties.

Under date of June 16, 1882, you decided not to approve any leases of Indian lands in the Indian Territory. My understanding, however, of this decision now is, that it applies to applications for leases of particular tracts of land for specified periods, but is not intended to affect any fair and reasonable arrangement which a holder of stock may make with the Indians for a temporary right of pasturage in common with others on their unoccupied lands, subject to the approval of their agent and of this Department, as provided in section 269, "Instructions to Indian Agents, 1880"; and subject also to the further condition that no fencing shall be erected, timber cut, or settlement of any kind made upon the lands by the person to whom the permit is granted, or his employes, upon pain of immediate removal therefrom; also that such person shall observe all the intercourse laws and regulations of the Department. If I have misinterpreted your views upon the subject, I shall be glad to be corrected.

I presume that the parties to whom the leases referred to by Agent Miles have been granted are now in possession, and I therefore await your instructions as to what action shall now be taken in the premises.

Mr. Willit's communication is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 23, 1883.

Respectfully returned to the Commissioner Indian Affairs in connection with indorsement of the Secretary of this date upon No. 1751, Indian Division 83 (see *post*, page 210).

A. HADLEY,
Acting Chief Clerk.

APRIL 20, 1883.

DEAR SECRETARY: Inclosed please find letter from B. H. Campbell. I hope you will read inclosed. I think the agent out there is determined to have these men fenced out of the country, so that all the grazing can be taken by one company.

Yours truly,

JOHN A. LOGAN.

[Inclosure.]

WICHITA, KANS., April 17, 1883.

DEAR SIR: Upon receiving the first assurances from you and others that the unfriendly attitude of Agent Miles toward me was not encouraged but rather condemned by Mr. Secretary Teller, I sent a discreet friend to Darlington with a very respectful message stating to the agent that the honorable Secretary of the Interior regarded my application for a lease, approved as it was by all the Indian chiefs and strongly recommended by himself, as equivalent to a lease, and that the Secretary desired that my claim to graze cattle on the Cheyenne and Arapaho Reservation should be held at least equal to that of any of the lessees who came after me.

Agent Miles answered that he had no such instructions from Washington, but had instructions to remove all cattle not belonging to the last lessees, which he should do as soon as the grass would permit, at which time the other lessees would move their cattle on and occupy the country. You and others again represented to the Secretary the obstacles which Agent Miles was putting in the way of my occupying lands for grazing, and again the Secretary answered that I should be permitted to occupy a ranch, and that I should have no further opposition unless it came from the Indians, which, of course, he never undertook nor was expected to control nor influence in this matter. At the time of getting these last assurances of protection from the Secretary I wrote to Mr. Charles E. Campbell, who is engaged in business at Darlington, to act for me.

Mr. Campbell was for many years in the Indian service, and for several years was chief clerk under Agent Miles, and is widely known as a man of intelligence and veracity.

Besides this Mr. Campbell was present at the council of the Indians last December, and assisted Agent Miles to interpret and explain my proposition to lease these lands, and as he has had for years and has now the confidence of the agent, I thought him a proper person to act for me in this case, and I fully believe that his thorough knowledge of all the facts and his knowledge of and friendship for all the parties would enable him to harmonize all the conflicting interests.

Mr. Campbell used every argument to show Agent Miles that by all rules of fair dealing I was entitled to a ranch for my cattle, that I was not unfriendly to him, and did not wish to engage in a strife, and finally that Secretary Teller understood the whole matter, and that I had been unfairly treated, and that he was satisfied that I had at least an equal right with others, and that he had assured me I should be permitted to hold a ranch on that reservation, and that if this strife and war was persisted in the Secretary would soon become tired of it and would settle it by expelling the whole of us. Agent Miles answered by saying that I had made complaints against him at the Department, and that he would not recognize my claims. He also stated that Hunter and Evans, and in fact all the lessees but me, would be permitted to occupy, and at an early date would occupy their ranches. Cattle-men on the frontier understand the value of possession, and it is a matter of common report, and outside of the ring a matter of general ridicule, that while I with the full consent of the Indians and with the apparent hearty approval of Agent Miles obtained the first permission to graze cattle in that country for a compensation that I alone had been proscribed, and that military force was about to be used to drive out my cattle.

I wrote to Mr. Campbell that in case all his arguments failed to make a written demand upon the agent, and respectfully urge him to consent, or, in case of his refusal, to indorse his reasons on my letter of application. Inclosed I hand you a copy of Mr. Campbell's letter, written in my name, and while I fully approve of it, Mr. Campbell wrote it without special dictation from me. Agent Miles positively refused to make a written answer to the letter, simply replying that I had complained of him to the Secretary and charged him with having an interest with others, and he would not treat with me.

In conclusion I beg to call your attention to the fact there is no rupture nor unkindly feeling between me and the Indians, nor between any of my men and any member of either tribe. There is nothing to hinder me from treating with the Indians and carrying out in good faith my original arrangement with them except the hostile and defiant attitude of Agent Miles. I need hardly say, however, if the agent exerts his personal influence with the Indians against me I cannot hold my herd in that country, and even if the Indians did not trouble me, the enmity of other cattle-men, incited by the only person who has any authority in the country and acting in their interest, would render it impracticable for me to pursue my business there. Mr. Miles gives as a reason that I had represented in Washington that he had a personal interest in the business of the other lessees. The absurdity of this statement will be seen by examining the papers in the case. Mr. Miles approved the first steps I took to open that country to cattle grazing, and was particularly friendly to me, as his letter to the Commissioner of Indian Affairs, now on file with my papers, will show. It was impossible for me to charge that an offi-

cer was interested with and favoring others when he made me believe he was doing all he could for me, and at that time I did not have the least suspicion that he was acting in bad faith. But as soon as I had left the agency for Washington, other parties were informed of my work and they immediately went to Darlington, and Agent Miles actually made leases to them for the very land and a great deal more which he had sent me to Washington to lease. And even when I heard of this I made no charges against him, for I did not believe it. My application for a lease and all the steps I took were made in accordance with a plan agreed upon between Agent Miles and myself, backed by the advice of Indian Inspector Benedict, who happened at the time of my visit to Darlington to be there on official business. I urged for a positive lease described by metes and bounds, but both these officers decided that neither Agent Miles nor the Indians had any right to make an actual lease to an individual, but could only recommend such a plan or policy to the Secretary of the Interior, who would either make the lease or instruct the agent to do so. How then could I believe on the first report that Agent Miles had made such leases as soon as he had started me for Washington with a strong recommendation that the head of his Department should lease the same land to me. But even when I became satisfied there was some truth in these reports I did not make charges against Agent Miles, but I sent an agent to inquire what land had been reserved for my use to keep faith with the pledges made to me, and Agent Miles answered "none." He explained that he and the Indians had leased all their lands, and there was nothing could be done for me, as he was instructed by the Secretary to protect the lessees, and he would be compelled to eject all other cattle-men with their herds. As to my case it was unfortunate. I had only a recommendation for a lease, while the others had actual leases, and although theirs were made by the same parties as mine, namely, the Indians and himself, theirs were good and would be approved by the Secretary, while mine was worthless. I must be very stupid not to see the trick and very cowardly not to feel justified in asserting that I believed Agent Miles had a personal interest in the success of those who came after me. Common rumor makes the same charge, and with much less proof than I have given here.

I cannot tell you, General, how sorry I am to trouble you or Secretary Teller again with this matter, but to show you how hard I have tried to avoid it I will state that I instructed Mr. Campbell on the occasion of his last attempt at a settlement to accept a small portion of the land for which I applied. The leases made by Agent Miles cover over three million acres, and some of the lessees, one certain, has no cattle and is offering to sell his lease for a bonus. There are very few cattle in the country now, but within a few days the country will be covered with cattle, and camps will be scattered and established to cover the water courses to give the appearance of actual possession under a plan to hold all country embraced in these leases.

Mr. Campbell makes me say in my last letter to Agent Miles that the Secretary of the Interior is familiar with all the facts. I do not think this is so, or he would long ago have given his agent such positive instructions that no trickery could defeat his desire that I should be treated fairly in this matter.

May I ask you to write to the Secretary, and may I ask to be informed of his decision by letter sent here.

I am, sir, very truly yours,

B. H. CAMPBELL.

General JOHN A. LOGAN,
Chicago, Ill.

[Inclosure.]

APRIL 4, 1883.

SIR: Referring to my proposition made to the Interior Department through you, of date December, 1882, to lease a portion of the unoccupied lands of the Cheyenne and Arapaho Agency, at an annual rental of two cents an acre, and to your subsequent communication to me informing me that my proposition had been submitted to the chiefs and headmen of the tribes in council assembled, and by them cordially approved, I have now to request specific information as to the portion of land it is designed for me to occupy as a cattle ranch.

I am, of course, aware of the fact that leases were made between the Indians and yourself and certain cattle-men, covering all the lands which it is proposed to lease, but the fact of my prior application has been fully set forth to the honorable Secretary of the Interior, together with the fact that I stood ready at the time of my application to enter at once into a lease for the land required, and at the price stipulated, and the Secretary has informed me that he considers my application as having precedence over any leases made subsequent to its date, and advised me to occupy the land for which I made application, or such reduced area as circumstances made necessary, and so emphatic have been his sentiments on this point that I cannot doubt your instructions from his office must necessarily recognize my claim. These assurances were not only made to me and my agent

personally, but also to friends of mine who stand so high in public life that any idea that they were given to temporize or rid himself of an annoying applicant would be preposterous.

The time is rapidly approaching when all doubt and uncertainty in regard to this matter must be removed; and as a practical man acquainted as you are with the leading features of the stock business, you cannot but be aware that each day's delay entails a pecuniary loss from this time on. I have therefore purchased and shall drive on to the reservation at the first opportunity, or as soon as the state of grass will permit, a herd of cattle, and I would therefore request to be informed immediately upon receipt of this communication the exact locality and amount of land which has been reserved for my occupancy, giving as nearly as possible the metes and bounds, principal streams, and number of acres contained therein, approximately at least, and at what time the necessary legal papers in the premises will be ready, and when the first installment of rent will be due. Or, if your instructions from Washington are silent in regard to my claim, then I should like to be officially so informed.

This last, however, in the light of my advices, seems so incredible that I have only mentioned it to cover all possible contingencies.

I am, sir, very respectfully, your obedient servant,

B. H. CAMPBELL.

JOHN D. MILES, Esq.,
*Indian Agent, Cheyenne and Arapaho Agency,
Indian Territory.*

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 23, 1883.

Referred to the Commissioner of Indian Affairs. I have not, and have never expressed, any interest in Mr. Campbell, and have no intention of interfering in this matter.

H. M. TELLER,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, April 27, 1883.

SIR: Transmitted herewith is a copy of Department letter of 25th instant, to E. Fenlon, esq., on the subject of leases or agreements by Cheyenne and Arapaho Indians, in the Indian Territory, with cattle-men for grazing cattle on the land occupied by those Indians.

You will please prepare and furnish, for the guidance of the agents, the necessary instructions in accordance therewith.

Other papers on this subject are also inclosed herewith.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure No. 1.]

WASHINGTON, D. C., *April 4, 1883.*

SIR: On the 8th day of June, 1883, I made an agreement with the Cheyenne and Arapaho Indians of Darlington (Ind. T.) Agency, for grazing purposes, of a tract of land, being a portion of their reservation, of about five hundred thousand acres. The agreement is in writing, signed by the chiefs and headmen of both tribes, and witnessed by the agent, John D. Miles. This agreement was the result of a council held with the Indians, at which their agent was present, and in which everything pertaining to said agreement was fully explained to the Indians and thoroughly understood by them. The Indians were then and are now perfectly satisfied with the agreement as made, and are anxious to have me take possession under it, in order that they may derive its benefits. A copy of the agreement is hereto attached, and attention is respectfully invited to its provisions. A portion of the lands covered by the agreement being pastured by parties who have ranches in the Panhandle (so called) of Texas, and whose cattle conveniently go over the line into the Indian Territory, I am now ready to take possession under my agreement, and to comply with its terms; but as I am required to pay for my privilege I naturally want all I have contracted for. I therefore ask that the agent may be directed to put me in possession of the land covered by my agreement, and to remove all intruders therefrom; and that such agreement may be formally approved, if deemed necessary.

I also respectfully request that I be advised as to the wishes of the Department respecting the manner and terms of payments to be made by me to the Indians, under and agreeably to the conditions of my said agreement.

Very respectfully, &c.,

E. FENLON.

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

[Inclosure No. 2.]

DEPARTMENT OF THE INTERIOR,
Washington, April 25, 1883.

SIR: I have your communication of the 4th instant, concerning a lease or agreement made by you with the Cheyenne and Arapaho Indians of the Indian Territory. You allege that by the terms of such agreement with the Indians you are authorized to enter on the reservation and graze cattle, on the payment of two cents per acre for such lands as you may occupy. You ask that the Department approve of this agreement, and that the agent of the Indians be instructed to place you in possession of the tract of land mentioned in your agreement, and to remove all persons pasturing cattle on the land included in your agreement.

Without determining what may be the authority of the Department or the rights of the Indians in this matter, I will say it is not the present policy of the Department to affirmatively recognize any agreements or leases of the character you mention.

I see no objection to allowing the Indians to grant permission to parties desiring to graze cattle on the reservation to do so on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians from being imposed upon. Such privileges can only be recognized when granted by the proper authority of the tribe, and the benefits must be participated in by all the tribe, not by a favored few only. It is not desirable that a large number of white herders should be allowed to go into the Indian Territory, as their presence will be of doubtful advantage to the Indians. A few responsible men can easily oversee Indian herders, who, it is believed, can be employed advantageously to the cattle-owners as well as to the Indians. The Indians so employed will soon become skillful herders, familiar with cattle raising, and may avail themselves of the knowledge thus acquired and become stock-raisers themselves.

The Department will see to it that under such agreement, however, no permanent improvements are erected, and that no disreputable persons are allowed to remain within the Territory. All persons entering under the authority of such agreement, either as owners or employes, will be required to conform strictly to the statutes and rules of the Department with respect to the introduction of liquors, fire-arms, ammunition, &c., in the Indian Territory. With reference to the mode and manner of payment, such payment should, as far as practicable, be made in cattle, to be owned by the tribe, and should be preserved as the nucleus of a herd that in a few years shall take the place of the herds now occupying the Territory, and in which the Indians have no interest.

While the Department will not recognize the agreement or lease you mention, nor any other of the like character to the extent of approving the same, nor to the extent of assuming to settle controversies that may arise between the different parties holding such agreement, yet the Department will endeavor to see that parties having no agreement with the Indians are not allowed to interfere with those who have. Whenever there shall be any just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons, under cover of such lease or agreement, are allowed in the Territory by parties holding such agreement, or for any reason the Department shall consider it desirable for the public interest to do so, it will exercise its right of supervision to the extent of removing all occupants from the Territory without reference to such lease or agreement, on such notice as shall be right and proper under the circumstances under which the parties have entered such Territory and have complied with the terms of the agreement and instructions of the Department.

All parties accepting such agreement should accept the same subject to all the conditions herein, and subject to any future action of Congress and this Department as herein stated in relation to occupants of such Territory.

Instructions will be issued to the agents in accordance with this letter.

Very respectfully,

H. M. TELLER,
Secretary.

E. FENLON, Esq.,
Washington, D. C.

[Inclosure No. 3.]

WASHINGTON, *December 30, 1881.*

SIR: On or about the 11th instant, on behalf of myself and others, I petitioned you for a lease from the Government on account of either the Cheyenne and Arapaho, or the Kiowa, Comanche, and Apache tribes of Indians, of a tract of one and one-half million acres of land either off the southwest portion of the Cheyenne and Arapaho Reservation, or off the southwest or southern portion of the Kiowa, Comanche, and Apache Reservation, in the Indian Territory, for a term of from ten to twenty years, at a rental of two cents per acre per annum, to be paid annually in advance. Said lease only to be executed when ratified by said tribe of Indians.

I earnestly ask that action be taken on my said petition at as early a day as is practicable with your press of business.

I have the honor to refer you to the indorsement hereon.

Very respectfully, your obedient servant,

R. D. HUNTER.

The Hon. THE SECRETARY OF THE INTERIOR.

[Indorsement.]

UNITED STATES SENATE, *December 30, 1882.*

Col. R. D. Hunter is a citizen of Missouri, is an honorable, responsible, and reliable gentleman, as are his associates. They will faithfully and honestly carry out any agreement they may make, and will give good bonds. The large area of grazing lands allotted to these various small tribes of Indians will never be fully used by them. It will be used by some person or persons for grazing purposes. Shall it be used by honest, responsible persons under contracts and rules and regulations of the Department, with a full equivalent paid to the Indians, or by persons not so under contracts or rules and without any equivalent to the Indians.

It should be used by persons under contract and rules for an equivalent to the Indians.

We earnestly urge that Colonel Hunter and his associates be granted equal privileges with any other person or persons.

F. M. COCKRELL.
G. G. VEST.

[Inclosure No. 4.]

NATIONAL STOCK YARDS, ILLINOIS,
March 16, 1883.

DEAR SIR: Have you arrived at any conclusion concerning the leases of the Cheyenne and Arapahoes?

We are extremely anxious to have the matter settled so we can go to work forthwith. Please give me the desired information, and confer a great obligation on,

Yours, very truly,

R. D. HUNTER.

[Inclosure No. 5.]

LEAVENWORTH, KANS., *March 8, 1883.*

A gentleman just returned from the Indian Territory has stated that a party or company have leased, or are about to lease, part of the Cheyenne Reservation for a ranch, and ask that you use your influence to prevent the confirmation of the same until parties who reside here can be heard in the matter. Mr. John Volz, one of the most respected citizens, has now and has for the past two years occupied a strip twenty-five miles southwest of Cantonment, I. T., on which he has now over two thousand head of cattle, and has been supplying the Government with beef, and is willing to pay what the Government requires. His ranch lies between the Cherokee and Cheyenne strips, and would materially injure him financially unless that strip was exempted from said lease. Anything that you can do to protect his interest will be duly appreciated.

W. M. FORTESCUE,
Mayor.

Hon. JOHN J. INGALLS,
United States Senate, Washington, D. C.

[Indorsement.]

Respectfully referred to the Secretary of the Interior with request for information whether anything can be done for Mr. Volz as suggested by Mayor Fortescue.

JOHN J. INGALLS,
United States Senate.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 7, 1883.

SIR: Referring to your letter of the 6th ultimo relative to the granting by the Cheyenne and Arapaho council of grazing privileges on the unoccupied lands of their reserve to certain United States citizens, and inclosing copies of letters addressed by you to this office, dated respectively January 13 and 15, 1883, transmitting for approval leases Nos. 1 to 7, inclusive, as indicated on accompanying map, which letters you state were "placed in the hands of responsible and interested parties who were going directly to your [this] office, to be delivered to the Department in person," I have to say that such letters were never received at this office, nor, so far as I can learn, were they ever presented to the Department, save in the case of E. Fenlon, who, on the 4th of April last, addressed a letter to the honorable Secretary, inclosing for approval a lease granted to him by the Cheyenne and Arapaho Indians for 564,480 acres of land upon their reserve for ten years from the 8th of January, 1883, at a rental of 2 cents per acre, and asking that the agent for the Indians be instructed to place him in possession of said tract, and to remove all persons pasturing cattle thereon.

On the 25th ultimo the honorable Secretary replied to Mr. Fenlon, declining to approve the lease or agreement submitted by him, and setting forth his views upon the general subject involved.

A copy of the honorable Secretary's letter is herewith inclosed for your information and guidance. In conformity therewith you are directed to exercise a careful supervision of the matter of cattle-grazing upon the Cheyenne and Arapaho Reserve to the extent indicated in said letter, taking care that the Indians are fairly dealt with, and that the conditions prescribed by the Department are scrupulously observed. Any infraction thereof will be at once reported by you to this office.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian Agent Cheyenne and Arapaho Agency, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 7, 1883.

SIR: I inclose herewith for your information and guidance a copy of a letter addressed by the honorable Secretary of the Interior to Mr. E. Fenlon, on the 25th ultimo, in reply to an application from him for the approval of a lease of lands on the Cheyenne and Arapahoe reserve for grazing purposes. You will observe that the honorable Secretary declines to approve any lease or agreement of the character submitted, but sets forth his views as to what the Indians may legitimately do subject to the supervision of the Department.

As the views of the honorable Secretary may be considered as equally applicable to the reservation under your charge, you will in conformity therewith exercise a careful supervision of the matter of cattle grazing upon the lands within your agency to the extent indicated in said letter, taking care that the Indians are fairly dealt with, and that the conditions prescribed by the Department are scrupulously observed. Any infraction thereof will be at once reported by you to this office.

Very respectfully,

H. RICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent,
Kiowa, Comanche, and Wichita Agency, Anadarko, Ind. T.

WICHITA, KANS., April 27, 1883.

DEAR SIR: May I ask of the Hon. Secretary of the Interior, through your kindness, what provision, if any, has been made to hold my cattle on the Cheyenne and Arapaho reservation? Permit me to repeat that no conflict has ever arisen between me and the Indians to disturb the arrangement which I made with them last December, which was also heartily approved and recommended by Agent Miles at the time; and further that there is no cause for the conflict, or pretended conflict, between Agent Miles and myself.

The story is soon told. After a full discussion of the question with Agent Miles, and pursuing the plan agreed upon between us, I submitted a proposition, directed to him, to lease a portion of the reservation. In accordance with our plan he convened the

chiefs, and with the aid of Chas. E. Campbell, formerly a clerk in his office, obtained their unanimous consent to my proposition, and to this Agent Miles added a strong recommendation, all of which are on file in your Department. I went with these papers to the Secretary, or rather by agreement all the papers were sent by mail, while I appeared before the Secretary to urge the plan in person. Now observe the conduct of the agent and judge for yourself whether I have reason to complain of bad faith. As soon as I had left the agency, other parties were notified by telegraph that I had obtained the Indians' consent to open the country for grazing; and by the time I reached Washington with Agent Miles's recommendation to lease, he was engaged in leasing, and did actually lease to other parties, not only all the country embraced in my lease or recommendation to lease, but a great deal more. The amount of rent to be paid by me was not increased by these other parties, nor were any advantages offered to the Indians or the Government. Indeed I was always careful to say if others would pay more I would do so; and while in Washington I made a supplementary proposition, filing it with my other papers, withdrawing my request to be permitted to fence, and reducing the area to one-quarter of the original proposition, and proposing a higher rent if others would pay more.

During all this time, and ever since, Agent Miles has been doing all in his power to promote the interest of the last lessees, or, as it is generally termed, the interests of the ring. For this last assertion I can furnish ample proof if permitted to do so. But the most convincing proof that the Secretary can have is, that I have communicated to Agent Miles through discreet friends the fact that the honorable Secretary fully believed that I had a claim as good at least as the other lessees, and it was the wish of the Secretary that my rights be protected. Knowing this, Agent Miles did not attempt to conceal his hostility to my interests nor his defiance to the wishes of the head of his Department. What I wish to ask now is: can Secretary Teller so control his agent that the oft-repeated assurances made to me, that I should be treated fairly in the matter, shall be kept in good faith? There were 2,400,000 acres, as shown by the map in Agent Miles's office, which he asked me to bid on. I replied I did not want the whole. Agent Miles stated that he preferred to deal with but few tenants, and asked me to bid upon the whole tract. I knew that such a move would bring a fight upon me, and I hesitated; but believing the agent was acting in good faith, I said the land was worth 2 cents per acre annual rent, and if he wanted an offer for the whole I would give a bond to pay \$50,000 annual rent. Colonel Benedict of your Department was present and took part in the conversation. Both these officers seemed to think my valuation too high, and Agent Miles asked me if I were willing to put the proposition in writing. I answered, yes; and then the plan was formed to get the consent of the Indians to the lease, as before described. I am particular to state the fact that I only wanted a part of these lands to correct a false statement made to my prejudice, that I had attempted to lease the whole country and thus wrong my neighbors. But while bidding for the whole I was careful to add the offer of one-quarter of the rent for one-quarter of the land, which was all I ever wanted.

When Agent Miles finally made the leases he embraced 3,000,000 acres. I now ask for a lease of the 600,000 acres as originally understood; but if this shall seem to be more than the Secretary would approve of I ask for enough to graze my present herd, say 10,000 head of cattle, or 200,000 acres. I understand the lessees under Agent Miles's management are about making an advance payment to the Indians, and I ask to be permitted to do the same. In short, as the only practicable way to get at this matter and make the Secretary little trouble, I respectfully ask him to instruct Agent Miles to act in good faith with me and to permit me to enjoy the use of the lands on equal terms with the other lessees. To do this my range or ranche would need to be defined as the agent has done with others—describing my limits and bounds. For the information of the Secretary I will state that the lessees generally have not cattle enough at present to stock the ranches set apart for them, and one lessee has no cattle and is offering to sell his lease or sublet his ranche. This last assertion I can prove, if permitted to do so. I will gladly appear before the Secretary, at his request, and make a full explanation and verify all my assertions. In the mean time my business is suffering by this state of doubt, and I respectfully urge that you write me the decision of the honorable Secretary in the matter, and if not official, in a friendly manner inform me what my fate is to be. I am recently informed that the Secretary understands he has authority under a clause in the deficiency bill passed at the close of the session to lease public lands, and that he will at an early day lease these lands. I had expected only the tacit consent of the Secretary that I might deal with the Indians; but if he leases these lands, may I not hope for a permanent lease of a ranche?

May I hope to hear from you very soon?

Respectfully, yours,

B. H. CAMPBELL.

Hon. HIRAM PRICE,

Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

May 7, 1883.

SIR: Replying to your letter of the 27th ultimo, applying for a lease of grazing lands upon the Cheyenne and Arapahoe Reserve in the Indian Territory, I inclose herewith for your information a copy of a letter addressed by the Hon. Secretary of the Interior to Mr. E. Fenlon, on the 25th ultimo, in answer to a similar application made by him, as indicating the views of the Department upon the general subject involved.

Very respectfully,

H. PRICE,
Commissioner.H. B. CAMPBELL, Esq.,
Wichita, Kans.

WASHINGTON, D. C., March 5, 1883.

SIR: As an authorized representative of the Wichita, Caddo, Penetaker, Comanche, and other affiliated bands of Indians residing on the Wichita Reservation, I desire to lay before you a statement of certain facts in relation to the intrusion of cattle-men upon our lands against the protest of the Indians, and in violation of section 2117 of the Revised Statutes of the United States.

Among those who have and who are now violating the provisions of said law by herding and grazing cattle on the lands belonging to said Indians are the following named persons, to wit: Meeks Smith, whose herd of cattle numbers about 3,000 head; Wagner, whose herd numbers about 3,000 head; Allen, manager of the English Cattle Company, with a large part of a herd numbering about 30,000 head; "Billy" Malalla, with 11,000 to 12,000 head; T. L. Dickey, with 6,000 to 8,000 head; John Voltz, with 2,000 head, and Gray, with 3,000 head. Also large herds, aggregating 150,000 or more, in what is called Greer County, but which is a part of our reservation.

We humbly pray that these trespassers be required to at once pay to us the sum of \$1 per head for all the cattle unlawfully herded and grazed upon our lands in accordance with the terms and provisions of the statute above referred to, and that they be required also to immediately remove all of their said cattle beyond the limits of our reservation.

*Member of the Caddo tribe, and authorized representative of the
Wichita, Caddo, and affiliated bands of Indians.*

JOSEPH LEONARD,
Delegate and Interpreter.

The SECRETARY OF THE INTERIOR.

Attest:

T. A. BLAND.

[Indorsement.]

Referred to the Commissioner of Indian Affairs, with request that he investigate these complaints and report to me as to the matter herein complained of, and also as to the status of the tribe as to the land they occupy.

H. M. TELLER,
Secretary.

MARCH 12, 1883.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN OFFICE,
March 12, 1883.

SIR: I have received by Department reference, for report, a communication, dated the 5th instant, signed by Joseph Leonard, delegate and interpreter of the Wichita, Caddo, Penetaker, Comanche, and other affiliated bands of Indians residing on the Wichita Reserve, complaining of the intrusion of certain cattle-men (therein named) with large herds of cattle upon their reserve, in violation of section 2117 Revised Statutes of the United States, and asking that they at once be compelled to pay the penalty of \$1 per head as required by the statute, and to remove all their cattle beyond the limits of said reserve.

The honorable Secretary having called for a report on the subject, you will at once investigate the matter complained of, and report thereon to this office as early as possible.

Very respectfully,

H. PRICE,
Commissioner.P. B. HUNT, Esq.,
United States Indian Agent, Kiowa, Comanche, and Wichita Agency, Anadarko, Ind. T

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., April 5, 1883.

SIR: I have the honor to acknowledge the receipt of your letter of 12th ultimo, inclosing letter of Joseph Leonard to the honorable Secretary of the Interior in regard to cattle-men intruding on the Wichita Reserve, which came during my absence at Fort Smith.

In reply I have to say that there is not a hoof of cattle held by any of the parties named by Mr. Leonard on the Wichita Reserve; and further, there are no cattle held by any parties on said reserve except those who have a right to do so.

The cattle referred to by Mr. Leonard are on the Cheyenne and Arapaho Reservation and on the section of country west of North Fork of Red River.

I have no control over either section, nor have the Wichitas and affiliated bands any right to claim pay for grazing cattle on said land. I heard last year that Leonard made the honorable Secretary believe the Wichita Reserve was overrun with trespassing cattle, but as the matter was not referred to me I paid no attention to it.

The facts are that during the time I have had charge of the Wichita Reservation no person has had cattle on it except an Indian or white man who had an Indian family, and they were the actual owners of said cattle. Mr. Leonard knows all this to be a fact, but his letter to the Secretary is in keeping with his usual course. He claims to be a member of the Caddo tribe and authorized representative of the Wichitas, Caddoes, Penetakers, Comanches, &c., when it is a well known fact here that he was endeavoring nearly all winter to beg money of the Indians to go to Washington, but they refused him, and now he turns up signing himself their authorized representative.

I am now informed by the Wichitas and Caddoes that he has no authority to speak for them.

I think if you and the honorable Secretary knew Mr. Leonard you would not be annoyed with him, but he doubtless hopes to hang around you until he begs money to get out of Washington.

I see Mr. Leonard is furnishing good reading matter for the "Council Fire," and doubtless magnifies his importance by claiming he has the ear of the honorable Secretary.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 19, 1883.

SIR: I am in receipt, by your special reference for report, of a letter from Joseph Leonard, claiming to be an authorized representative of the Wichita, Caddo, Penetaker, Comanche, and other affiliated bands of Indians residing on the Wichita Reservation in the Indian Territory, dated the 5th ultimo, relative to the intrusion of certain cattle-men (therein named) with their herds upon the lands of said Indians, in violation of section 2117 Revised Statutes of United States, and asking that they be required to pay the statutory penalty of \$1 per head for all cattle unlawfully herded and grazed upon said lands and required to remove therefrom.

In said letter of complaint the following-named persons are specified, viz:

	Head.
Meeks Smith, about.....	3,000
— Wagner, about.....	3,000
— Allen (English Cattle Company), about.....	3,000
Billy Malalla.....	12,000
T. L. Dickey, about.....	8,000
John Voltz, about.....	2,000
— Gray, about.....	3,000

Also large herds, aggregating 150,000 head or more, in what is called "Greer County," but which is claimed by the Wichitas, &c., as a part of their reservation.

On the 12th ultimo I transmitted a copy of said letter to Mr. Hunt, agent for these Indians, with instructions to investigate the matters complained of and report thereon to this office.

I have the honor now to inclose a copy of Agent Hunt's report, dated the 5th instant, in which he states:

"There is not a hoof of cattle held by any of the parties named by Mr. Leonard on the Wichita Reserve; and further, there are no cattle held by any parties on said reserve except those who have a right to do so.

"The cattle referred to by Mr. Leonard are on the Cheyenne and Arapaho reservation, and on the section of country west of North Fork of Red River.

"I have no control over either section, nor have the Wichitas and affiliated bands any right to claim pay for grazing cattle on said lands. * * * During the time I have had charge of the Wichita reservation no person has had cattle on it except an Indian or white man who had an Indian family, and they were the actual owners of said cattle."

I also beg to call your attention to the remarks of Agent Hunt upon the claim of Joseph Leonard to represent the Wichitas and affiliated tribes, from which it appears that he (Leonard) has no authority to speak for them.

In this connection it may be stated that Mr. Leonard was requested (in another matter) on the 16th ultimo to furnish his credentials to this office, but has not hitherto complied.

In regard to the status of the lands occupied by these tribes, upon which by your indorsement I am directed to report, I have to say that by an agreement entered into by the Commissioner of Indian Affairs with a duly authorized delegation of the Wichitas and other affiliated bands on the 19th October, 1872, the following-described tract of land was set apart for them, viz: Commencing at a point in the middle of the main channel of the Washita River where the ninety-eighth meridian of west longitude crosses the same, thence up the middle of the main channel of said river to the line of 98° 40' west longitude; thence on said line of 98° 40' due north to the middle of the main channel of the main Canadian River; thence down the middle of said main Canadian River to where it crosses the ninety-eighth meridian, thence due south to the place of beginning. This agreement was never ratified by Congress, but the Wichitas, &c., have continued to occupy the lands set apart thereby. It will be remembered that these Indians lay claim to a section of country in the Indian Territory between the ninety-eighth and the one hundredth meridian and the Red and Canadian River, involving a portion of the country now occupied by the Cheyennes and Arapahoes (see office report May 6, 1882), and Special Agent Townsend is now in the Indian Territory charged with the duty (after having completed certain other work) of proceeding to the Cheyenne and Arapaho and Wichita Agencies, and ascertaining definitely what arrangements can be made whereby the Wichitas and affiliated bands and the Cheyennes and Arapahoes can be given reservations which shall be satisfactory to all parties.

Mr. Leonard's letter is herewith returned, and I should add in reference to Agent Hunt's assertion that the parties complained of, or some of them, are on the Cheyenne and Arapaho reserve, that Agent Miles has been written to for an explanation.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

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

SIR: It having been reported to this office that the under-mentioned persons (or some of them) are herding and grazing cattle on the Cheyenne and Arapaho reserve in violation of section 2117, Revised Statutes, you are directed to inform this office whether any, and which, of said persons are holding cattle on said reserve, and by what authority they are there.

	Head.
Meeks Smith.....	3, 000
Wagner.....	3, 000
Allen, Manager "English Cattle Company".....	30, 000
Billy Malalla.....	12, 000
T. L. Dickey.....	8, 000
John Voltz.....	2, 000
Gray.....	3, 000

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
*United States Indian Agent,
Cheyenne and Arapahoe Agency, Ind. T.*

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., April 11, 1883.

HUNT,

Agent Kiowa and Comanche, Fort Sill, Ind. T.:

I want an answer to letter of March 12 in reference to cattle on reservation.

H. PRICE,
Commissioner.

[Telegram dated Anadarko, Ind. T., April 11, 1883.]

TO COMMISSIONER INDIAN AFFAIRS:

Letter mailed on 5th in answer to yours of 20th ult.

HUNT, *Agent.*UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., May 2, 1883.

SIR: Replying to your letter of 20th ultimo ["L 4907, 1883—6932, 1883,"] making inquiry about certain parties said to be holding cattle on the Cheyenne and Arapaho reservation in violation of section 2117, Revised Statutes, "and by what authority they are there," I have the honor to inform that I have made careful inquiry as to names of parties and the numbers that each are at present holding and grazing on this reservation and on the Cherokee Strip line and Texas Pan-Handle line, and whose cattle drift and graze on this reservation, viz:

	Head of cattle.
Henry Street, about.....	300
Colonel Torry, about.....	3,000
Bickford Bros. and Powell Bros., about.....	4,000
B. H. Campbell, about.....	3,000
Daniel Waggoner, about.....	2,000
J. S. Morrison, about.....	2,900
Prairie Cattle Company (W. P. Herring, manager), about.....	5,000
Standard Cattle Company (Allen, manager), about.....	3,500
J. V. Voly, about.....	2,500
Total on reservation.....	26,200
Dickey Bros. (on line Cherokee Strip).....	15,000
W. E. Malaley (on Texas line).....	6,000
Tony Day (on line Cherokee Strip).....	4,000
	25,000
Total on line and grazing on reservation.....	51,200

Of the above-named persons, J. S. Morrison and W. E. Malaley have, in the month of January this year, in conjunction with other parties, arranged with the Indians of this reservation for grazing privileges, and on which a payment has been made to the entire satisfaction of the Indians.

Very respectfully,

JNO. D. MILES,
*Indian Agent.*Hon. H. PRICE,
Commissioner, Washington, D. C.

LEAVENWORTH, KANS., May 1, 1883.

SIR: Being the proprietor of a cattle range in the Indian Territory, located 25 miles west of cantonment on the South Canadian River, commonly called "Cheyenne Slips," I have of late been alarmed by rumors originating from corporations also located in the Territory threatening to lease from the Indian tribes all the grazing lands in said country including my range, fence the same, and force all not belonging to the syndicate to leave the Territory.

I therefore take the privilege of submitting to you the following queries which I hope

you will kindly respond to, as it would cause a great loss to me to be obliged to dispose of or move my herd of 3,000 cattle at present. Besides having lost nearly \$10,000 on Government contracts to supply Forts Leavenworth and cantonment with meat under very unfavorable and unforeseen circumstances. I hope you will grant my request.

1. Have the Indians any authority to rent their respective reservations to corporations or individuals for grazing purposes, and does the Government approve of such leases and acknowledge them as binding?

2. If so, can such corporations or individuals expel the present occupants from the Territory provided they are willing to pay the same amount of rent to the Indian tribes?

3. Have any corporations or individuals any legal authority to fence any lands within the Indian Territory?

Very respectfully,

JOHN VOLZ.

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

WICHITA, KANS., May 5, 1883.

DEAR SIR: Are my communications seen by yourself and the honorable Secretaries? If so, have I not a right to expect an answer? I wrote you some time ago that Agent Miles's lessees would make an advance payment to the Indians at an early day. I now have to report that they have now actually paid \$6,500 to the Indians on account of rent, and have obtained a receipt confirming their leases. All intended to secure the transaction and get it so complicated that it cannot be undone. The Secretary assures me and my friends that my papers are as good as the Miles leases, and if anybody is permitted to lease, I shall be. And at different times he has said to my friends, "Tell Campbell to put his cattle on those lands and hold them there, and if Miles moves them I will move Miles." To no less than five persons, Senators and Members of Congress, has Secretary Teller said this, and I must believe he meant it, and yet his agent goes steadily along to prevent me from doing what the Secretary tells me to do. I do not want to quarrel with Miles, and he knows it, and his pretense that I have given offense and provoked his hostility by my letters to the Secretary is all nonsense. All I have said I can prove, and the fact that Miles still persists in protecting the ring leaves little for me to prove.

I wrote General Logan a letter some two weeks ago, which he writes me he sent to the Secretary and added his own protest against Agent Miles's course. May I ask if the Secretary received General Logan's letter with my history of the Miles leasing schemes; and if so, is it too much to ask through you what action has been taken? If the Secretary does not intend to confirm the Miles leases, the parties should not be permitted to compromise him by paying rent in advance. I will repeat again, there is room for all; and as to my present needs, it is but a small part of the 3,000,000 acres being disposed of by Agent Miles.

May I ask you to telegraph me a reply?

Very respectfully yours,

B. H. CAMPBELL.

Hon. HIRAM PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 14, 1883.

SIR: I return herewith the application of the Mennonite Mission Board to hold a herd of cattle upon the Cheyenne and Arapaho reservation in the interest of the educational work done by the Mennonite Church for the benefit of the Cheyennes and Arapahoes, which was submitted by you for approval on the 3d instant.

In this matter, as in all others involving the right of pasturage on the reserve, you will be governed solely by Department letter of the 25th ultimo, copy whereof with instructions was transmitted to you from this office on the 7th instant.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian Agent, Cheyenne and Arapaho Agency, Ind. T.

A Chicago Scheme.

"A party of Chicago capitalists have been negotiating with the Cheyenne and Arapaho tribes of Indians for a lease of 2,400,000 acres of land for grazing purposes in the southern part of Indian Territory. These lands, being unavailable for agricultural purposes, have been lying idle. Councils of these Indians have considered the proposition favorably and have laid the matter before the Secretary of the Interior. They ask that a fifteen-year lease be given to the company, and that the annual rental (about \$50,000) be applied to the purchase of stock for the Indians and to supplement their present rations."

"It is believed that the Interior Department will consider the proposition favorably."

SECRETARY OF THE INTERIOR:

SIR: Please give me the names of the parties making the negotiations referred to in the above slip. I wish to communicate with them on business of mutual interest.

Yours, &c.,

JOHN W. HEDENBERG,
160 Throop street, Chicago, Ill.

LEAVENWORTH, KANS., May 29, 1883.

SIR: For several years beef contracts were awarded to me from the military department for delivery at different posts near the Indian Territory. To fulfill this contract I had to keep cattle near at hand, and so far, by certain privileges from the military authorities, I hold them on the South Canadian River, 25 miles west of Cantonment or Sheridan's Post, on the line of the Cherokee strip. I now learn that the land I occupy and surroundings is leased to other parties, and that I have to remove my stock therefrom. This would be an enormous loss to me. I therefore would respectfully request you to advise me in which way I could get privileges or lease to another strip of land in that Territory, as I am perfectly willing to pay the same price, or even more than other parties, but would prefer to stay where I am now if possible. Hoping through your authority and kindness a favorable decision will be granted, I remain sir,

Very respectfully yours,

JOHN VOLZ.

Hon. H. PRICE,

Commissioner of Indian Affairs, Washington, D. C.

[Extract.]

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlinton, Ind. T., July 2, 1883.

SIR: I have the honor to submit the following as my report for the month of June, 1883, viz:

* * * * *

About the middle of the month the Indians moved in most of their lodges close to the agency to be ready to receive their rental money for the lands leased for grazing purposes. The payment (first semi-annual installment) was made 21st of the month, and was highly satisfactory and appreciated by the Indians, and it is a noticeable fact that they have exercised a fair degree of judgment in the expenditure of this rental money and are buying necessary and needful articles. They realize that they must provide their own clothing the coming winter and a portion of their subsistence, and as the next semi-annual rental is to be paid them largely *in cattle*, it stands them in hand to economize in the expenditure of this, their cash payment.

On the 30th of the month I received on the Montgomery contract "for stock cattle" 750 head of cows and two-year-old heifers and 25 graded bulls, which are now being branded C. N., which we have adopted as the "agency brand," unless otherwise ordered by the Department. This "agency herd" will be held together on the range formerly occupied by what was once known as the "mission herd," and will be in charge of H. H. Campbell, an experienced cattle-man, under the supervision of the agent in charge, at an annual salary of \$1,200, to be paid by the Cheyenne and Arapaho Indians from the grazing funds of the tribes, and will at present be assisted by two Cheyenne and two Arapaho Indians at Government expense. At present these Indians are willing to place the cattle that they may receive from the grazing lessees in this herd, to be held

and added to by the Indians and the Government until such time as it will be wise to make a distribution by bands or individuals. The possibilities of such a herd and its ultimate success, if properly managed, are beyond any question or doubt, and the Government can in this way, by backing up the enterprise and adding something every year in proportion as the Indians will apply of their own means, very soon (say ten years) be relieved from any gratuity appropriations for the Cheyennes and Arapahoes.

This will require earnest, hard work, and the agent in charge will have to endure all sorts of criticisms and insinuations, if not direct charges of "thief" and "rascality," and in proportion as he may make it a success the ratio of charges will be heaped upon him.

* * * * *
The Indians have received from various sources cash as follows, viz:

Grazing leases.....	\$31, 178 80
F. Connell, hides.....	1, 170 00
Hemphill & Troy, hides.....	1, 244 75
Hemphill & Troy, sundries.....	75 25
Transporting supplies.....	1, 200 00

Total received during month..... 34, 868 80

* * * * *

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Lawrence, Kans., July 16, 1883.

SIR: Since my arrival here I am informed that certain "pestilent fellows" in vicinity of Camp Supply and Cantonment, Ind. T., have been engaged in a scheme to induce certain individual Indians of the Cheyenne and Arapaho Reservation to leave their reservation without authority, and to proceed to Washington in the interest of certain cattlemen, who are now, and have been, intruders on said reservation for some time past.

The parties engaged in this reserve claim that they have had some kind of an arrangement with one or two individual Indians or squaw men (whites) for grazing privileges on the Cheyenne and Arapaho Reservation, whereby they could graze large herds of cattle by paying these few individual Indians or whites (married to Indian women) a small salary and furnish the party with plenty of beef for food, and in this way they have enlisted a very few of the settlers, roving Cheyennes, to assist them in an effort to establish claims to grazing lands of the reservation. It is due the Department and to myself and the Indians of the agency, Cheyennes and Arapahoes, representing more than nineteen-twentieths of the two tribes, to state that the Indians who may accompany this unauthorized party are in no way authorized to speak for the tribes at the Cheyenne and Arapaho Agency, and that these Indians have been induced to take such a step purely from selfish motives, and in the interest of certain parties who have had the use of extensive grazing districts for which they have paid no revenue whatever into the hands of the tribes.

These Indians (Cheyennes and Arapahoes) during the past winter, in full council and with the full knowledge of every Indian on the reservation, leased to certain responsible parties about three millions of acres of the western portion of their reservation at an annual rental of 2 cents per acre, payable semi-annually in cash and cattle, and during the past month the parties thus leasing have in good faith paid to these Indians on the family-ration check the per capita share of the first semi-annual payment, and the Indians have in good faith received the same, and the only Indians who did not come forward and receive their proper share of this payment were those who were prevented by and through the influence of the intruders above mentioned.

I have telegraphed the commanding officer at Camp Supply, asking him to request this party of Indians to return to their reservation, and if they should refuse to obey the request, then to arrest the Indians and the party or parties who may have them in charge, and report to me by telegraph. From this I have learned nothing, although the telegram was sent by me four days ago. I have also taken steps to intercept the party should they reach the railroad, and will proceed against the parties who may have them in charge or may be backing the unlawful move, and will make further report to your office. Should they however, succeed, in reaching Washington, I desire to place this

information in your possession, and would respectfully request that the party of Indians be placed in charge of some officer of the Indian Department and returned forthwith to their agency. You will observe in recent letters from the honorable Secretary of the Interior that the action of individual Indians (and I will include squaw men) in granting grazing privileges cannot be sanctioned; that the benefits thus derived must be participated in by the whole tribe or tribes, "not the favored few only." It has been my aim to carry out this just and equitable provision to the letter, and so long as the land of these Indians is held in common it is the only manner in which the distribution can be made satisfactorily. To recognize the right of any individual Indian in deprivation of grazing lands or other privileges would subject the Indians to all manner of imposition from unscrupulous whites and gratify only the selfish aims of the few. As the leases now stand and are confirmed, provision is made for equal benefits for every man, woman, and child, and instead of the few individuals receiving only about \$1,000 per annum, the tribes will now receive over \$60,000 from the same territory, and the possibilities for good results could not be better if properly managed.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
July 23, 1883.

SIR: I have the honor to inclose herewith a copy of a communication received from Agent J. D. Miles, dated the 16th instant, reporting the movements of a party of Indians who have been induced to leave the Cheyenne and Arapaho Reservation and proceed to Washington in the interest of certain cattle-men now and for some time past intruders on said reservation.

Agent Miles reports the measures taken by him to intercept the party *en route*, and requests that should he be unsuccessful and the Indians succeed in reaching Washington, they be placed in charge of some officer of the Indian Department and returned forthwith to the agency.

A copy of the letter is furnished, in order that the Department may be in possession of all the facts should the Indians arrive.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The SECRETARY OF THE INTERIOR.

KANSAS CITY, Mo., July 30, 1883.

DEAR SIR: The firm of Dickey Bros. is now occupying a ranch in the Indian Nation, the location of which is shown upon the map of the Territory which we send herewith. The northern portion of this ranch is in the Cherokee country, and we hold it under an agreement with the Cherokee tribe, and by their consent, and have always so held it. The southern portion is in the Cheyenne and Arapaho country, and in a portion of it exclusively occupied by Cheyennes, particularly Coho's and Little Robe's bands. These Indians have never recognized any right of any other Indians to this country, and we have therefore dealt with them in the matter. We have been on these lands now some three years, and have paid these Indians—Coho's and Little Robe's bands—from \$350 to \$500 in money and cattle, &c., per month for our privilege, and have always occupied with their consent. We went there three years ago with some 6,000 head of cattle, and we have now on this ranch 22,500 head. In addition to the regular payments to the Cherokees and the amounts paid the Cheyennes, as above stated, we have frequently employed these Indians in our service, and have rendered them many favors, and have been and are on terms of entire friendship with them. Something over a month ago we received a notice from Agent Miles that our lands had been leased by the agency Indians to other parties, and that we must remove our cattle from the country. Last week an officer from the agency, in charge of a body of forty Indian police, visited our ranch and notified us to vacate immediately, and threatened that the consequences would be something very serious in case of our failure to do so. The report among the Indians is that they are to be turned loose to destroy our cattle. This is for us a very serious matter.

The cattle cannot be removed this season; a removal is out of the question, and is an utter impossibility. Our herd is of the value of \$600,000, and this proceeding involves its sacrifice. We do most earnestly protest against this proceeding as a violation on the part of the officers of the Government not only of law than of justice. The lessees for whose benefit we are to be removed are not the men who have made these ranches valuable; we have done it ourselves. They are mere speculators who undertake by this means, by sharp practices, to obtain the benefits which we have developed. Other things being even, we, the original ranchmen, ought to be preferred to them. But what rights have these lessees by virtue of their lease?

By section 2116 of the Revised Statutes a lease from an Indian tribe or nation is void, and the lessee is a criminal. Does the holding of such a lease in violation give them the right to call on the United States Government to destroy us for their benefit? It may be said that we are on these lands in violation of law; our Cherokee lands we hold in strict and exact conformity to law. The Cheyenne and Arapaho lands we use not with the consent of the tribe, but with the consent of that part of the tribe to which the whole tribe has given the exclusive control of the land which we occupy. In spirit if not in letter we are in exact compliance with the law. Now, are these lessees the inventors of a policy which would make these lands a source of revenue and benefit to the Indians? We have always been paying them a revenue and giving them this benefit. If anybody originated this policy we did it long before the present syndicate of speculators began to take an interest in the Indians or their lands. So critical is our situation that we are willing to submit to any terms or condition that may be prescribed. If required to do so, we will reimburse the lessees for any expenses incurred or payments made on account of lands included in our ranch and pay the Indians as much or more than they pay them.

We learn that wire for the fencing has been already purchased by them, and is on its way to the Territory, and that immediate action is to be taken in the matter. We ask, as a matter of legal right and common justice, that these lessees be prohibited from causing the sacrifice of our herd or compelling us to sell it at what would be a sacrifice.

Unless aided by the Indian Department they cannot injure us, and we therefore make this appeal.

Your most obedient servants,

DICKEY BROS.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 7, 1883.

SIR: I inclose herewith a copy of a letter received in this office from Dickey Bros., of Kansas City, Mo.; dated the 30th ultimo, stating that for the past three years they have occupied a cattle ranch in the Indian Territory, the northern portion of which is in the Cherokee country, held under an agreement with the Cherokees, and the southern portion in the Cheyenne and Arapaho country, in a part exclusively occupied by Cheyennes, particularly Coho's and Little Robe's bands, to whom they have paid from \$350 to \$500 in money and cattle per month for the privilege, besides employing the Indians in their service and rendering them many favors; that about a month ago they received a notice from you that the lands they occupy on the Cheyenne and Arapaho Reserve had been leased by the Agency Indians to other parties, and that they must remove their cattle from the country; that quite recently an officer from the agency, in charge of a body of forty Indian police, visited their ranch, and notified them to vacate immediately, threatening them with very serious consequences if they failed to do so, the current report amongst the Indians being that they were to be turned loose to destroy the cattle.

Messrs. Dickey further state that this is a very serious matter for them; that the removal of their herd (which comprises 22,500 head valued at \$600,000) at this season is an utter impossibility, and that this proceeding involves its sacrifice.

Protesting against what they conceived to be a violation of law and justice they now ask the intervention of this Department to prevent the sacrifice of their herd either literally or by forced sale thereof, proffering their readiness, so critical is their situation, to submit to any terms or conditions that may be prescribed.

If the facts are as stated Messrs. Dickey would appear at any rate to have strong equities, which cannot safely be ignored. I can scarcely credit the report that the Indians were to be turned loose to destroy their cattle in case of their failure to remove, much less that you would sanction even such an announcement.

Whilst it does, indeed, appear from their own admissions that these queementsl are not

strictly within the letter of the honorable Secretary's communication to Mr. Fenlon, of April 25 last (copy sent you May 7), in that, they have not the consent of the tribe as such, but only the consent of that part of the tribe to which, as they state, the whole tribe has given the exclusive control of the lands they (the Dickeys) occupy, and that hence the benefits resulting do not accrue to the whole tribe, but only to a portion thereof, I do not understand the honorable Secretary's letter as contemplating the arbitrary removal of persons holding cattle on the reservation under prior agreements with the Indians, entered into in good faith, whose rights (such as they are) are now jeopardized by leases of the same lands to other parties, which the Department, for valid reasons, refuses to approve.

In his letter to Mr. Fenlon the honorable Secretary said:

"I see no objection to allowing the Indians to grant permission to parties desiring to graze cattle on the reservation to do so on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians being imposed upon."

Further on he says:

"While the Department will not recognize the agreement or lease you mention, nor any other of the like character, to the extent of approving the same, nor to the extent of assuming to settle controversies that may arise between the different parties holding such agreements, yet the Department will endeavor to see that parties having no agreement with the Indians are not allowed to interfere with those who have."

By "parties having no agreement with the Indians," I understand the Secretary to mean such only as drive their cattle on the reservation without authority or consent of the Indians, and who pay no compensation therefor, those who are, in fact, trespassers, pure and simple, on the reservation. An agreement need not of necessity be in writing; it will be equally good if verbal and the terms are understood by both parties and lived up to.

In the case before me, if the statement of Messrs. Dickey is to be credited, and there is nothing before me at present to discredit it, they have had an understanding or agreement with certain Indians of the Cheyenne and Arapaho tribe for three years, under which they have occupied certain lands of the reservation, for which they have paid a valuable consideration of from \$4,200 to \$6,000 per annum, and have increased their herd from 6,000 to 22,500. All this appears to have been done with the acquiescence of the tribe, and I am not aware that any objection has been raised or complaint made from your office to the Department on the subject.

Admitting the facts to be as stated it would seem to be an act of great injustice to temporarily require the immediate removal of Messrs. Dickey, and if no satisfactory arrangements can be made for their continuance on the reserve they should, at all events, be allowed a sufficient reasonable time within which to remove or dispose of their cattle without a sacrifice; and to that end you are directed to suspend all action looking to their removal pending investigation and report by you to this office and the decision of the Department on this question.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES,
*United States Indian Agent,
Cheyenne and Arapaho Agency, Darlington, Ind. T.*

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 7, 1883.

GENTLEMEN: Acknowledging the receipt of your letter of the 30th ultimo, relative to the alleged action of Agent Miles, in requiring your immediate removal from lands of the Cheyenne and Arapaho Reservation, Indian Territory, which you claim to have occupied as a cattle ranch for the past three years under an arrangement with certain Indians of the Cheyenne and Arapaho tribes, and the threatened destruction of your herd in case of your non-compliance, I have to inform you that Agent Miles has this day been directed to suspend all action in the matter, pending an investigation and report and decision of this Department in the premises.

Very respectfully,

H. PRICE,
Commissioner.

Messrs. DICKEY BROS.,
Kansas City, Mo.

WASHINGTON, D. C., August 5, 1883.

SIR: As attorney for the Wichitas, Caddoes, and their affiliated bands of Indians, I have the honor to ask for a copy of the lease or leases of the country made by the Cheyenne and Arapaho Indians that formed the subject-matter of the correspondence between one E. Fenlon and Secretary Teller in the month of April (April 4 and 25) of the present year. The lease or leases, as I am advised, are chiefly of country south of the main Canadian River, to which the Indians, Wichitas, Caddoes, and their affiliates, for whom I am acting as attorney, have been defending their title before your office and the Department of the Interior under their right of original occupancy and the agreement made and entered into at Fort Arbuckle, in the Chickasaw country, on the 1st of July, 1859, by and between their legal representatives and those of the United States.

If your office has not in its possession a duplicate, original, or authentic copy of the said lease or leases, I have to request that John D. Miles, Cheyenne and Arapaho agent, be forthwith requested and required to transmit without delay to your office duplicate, original, or authentic copy of the lease or leases in question.

Advised that a large sum of money (\$31,000) has been distributed among the Cheyennes and Arapahoes on account of said lease or leases, in violation, as I think, of the act of Congress approved March 3, 1883, chap. 80, and for and on account of a country of which the Wichitas, Caddoes, and their affiliates are the lawful owners against all the world other than the United States, I have the honor to ask for an authentic list of the Indians to whom the said money was paid, showing the sum paid to each, and the receipt given therefor, and that said Agent Miles be directed to transmit forthwith to your office such list or lists, he having already informed you by letter of July 16, 1883, that said money was paid out to said Indians *per capita* on the family-ration check.

I ask for the copies named because the acts and doings involved seriously affect the interests of my clients, and because as attorney I desire authentic information to the end that I may be able to proceed intelligently in such legal proceedings as I may be advised to take in the interest of my clients.

I am sir, very respectfully,

LUTHER H. PIKE,
218 Third St., N. W.

Hon. H. PRICE,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 9, 1883.

SIR: I have received your letter of the 5th instant, wherein, "as attorney for the Wichitas, Caddoes, and their affiliated bands of Indians," you ask to be furnished with a copy of the lease or leases of the country made by the Cheyenne and Arapaho Indians that formed the subject-matter of the correspondence between one E. Fenlon and Secretary Teller in the month of April (April 4 and 25) of the present year."

Also, if this office has not in its possession a duplicate original or authentic copy of the said lease or leases, you request "that John D. Miles, Cheyenne and Arapaho agent, be forthwith requested and required to transmit without delay to your (this) office duplicate original or authentic copy of the lease or leases in question."

Also, "being advised that a large sum of money, \$31,000, has been distributed among the Cheyennes and Arapahoes on account of said lease or leases." * * * You ask "for an authentic list of the Indians to whom the said money was paid, showing the sum paid to each, and the receipt given therefor, and that said Agent Miles be directed to transmit forthwith to your (this) office such list or lists, he having already informed you (me) by letter of July 16, 1883, that said money was paid out to said Indians *per capita* on the family-ration check."

In reply, I have to state: (1) That the lease or leases referred to by you, duplicate, original, or copy or copies thereof, are not in file in this office, and never have been.

(2) A list of the Indians to whom the *per capita* payment is stated to have been made under said lease or leases is not on file in this office.

(3) Inasmuch as you have not complied with the law, and placed yourself in a position to be recognized as the duly authorized attorney of record for the Wichitas, Caddoes, and other affiliated tribes of Indians, I must most respectfully decline to take any steps looking to a compliance with your several requests.

Very respectfully,

H. PRICE,
Commissioner.

LUTHER H. PIKE, Esq.,
218 Third Street, N. W., City.

S. Ex. 54—8

WAR DEPARTMENT,
Washington City, August 11, 1883.

SIR: I have the honor to inclose herewith a copy of a communication dated the 18th ultimo, received through the regular military channels, from the commanding officer at Fort Supply, Ind. T., submitting, with report, statements by Little Robe and other Cheyenne Indians relative to alleged encroachments on their reservation—lease of lands to whites, &c.—contrary to the provisions of the treaty of October 27, 1867, and to invite attention to the indorsement by General Pope, commanding the Department of the Missouri, dated July 26th ultimo.

Very respectfully, your obedient servant,

J. STONE,

Acting Chief Clerk for the Secretary of War in his absence.

The SECRETARY OF THE INTERIOR.

[Inclosure.]

FORT SUPPLY, IND. T., July 18, 1883.

SIR: I have the honor to inform you that recently a party of Cheyenne Indians arrived at this post, and requested, through the guide, Amos Chapman, to see me and to make some statements in regard to their affairs.

The party consisted of Stone Calf, Little Robe, Keha, White Shield, Little Robe's son (Sitting Medicine), White Horse, and Running Buffalo.

Chapman informed me that these men were representative men of the nation; that three of them were chiefs and four of them represented the young men of the dog soldiers. I directed Chapman to tell them that their agent was the proper officer to consult on matters of business, and to advise them to go to him, and declined to see them. They remained here two or three days, and during that time I understood that they wanted to consult me in regard to the limits of their reservation, and sent me a copy of their treaty concluded October 28, 1867, which they reported they had recently obtained from Washington. The party insisted that they must see me, and on the 14th instant they came to my office. They had with them a Mr. Wells and a colored man (both of them speak Cheyenne) and Chapman, the guide. They said that they wanted to make me some statements in regard to their lands and the leases of these lands to white men.

They then made certain statements, a copy of which I inclose herewith. I then told them that the agent was the proper officer to attend to such matters, and advised them to go to him. They said that they wanted me to send their talk or statements to Washington or to General Sheridan. I told them I would think the matter over and they left. A few minutes after they had left my office I received the following telegram from Agent Miles:

LAWRENCE, KANS., July 13, 1883.

TO COMMANDING OFFICER,
Camp Supply, Ind. T.:

I have information that Stone Calf and other Cheyenne Indians have or are about to leave the reservation without authority. If such is the case you will please notify them to return, and if they decline cause their arrest and detention with any who may have them in charge. Answer.

MILES,
Indian Agent.

I then sent for these Indians and had the dispatch read to them and advised them to return to their homes, and they promised to do so. On the morning of the 16th these Indians sent me word that they would leave the next morning. During the day I received a second dispatch from Agent Miles [as follows]:

EMPORIA, KANS., July 16, 1883.

General POTTER,
Commanding Fort Supply, Ind. T.:

Your telegram, 14th, received. You will notify Stone Calf and party that they are already off their reservation without authority, and that they must return at once, and I have to request that you will institute means to at once carry out this request. Answer here.

MILES,
United States Indian Agent.

I telegraphed him that the Indians had informed me that they would leave the following morning. I make this report because I am of the opinion that there may and will be trouble between these Indians and the white men who are supposed to have

leased these lands, unless the Indians are satisfied in some way. They are very emphatic in speaking of these leases, and in saying that they will not agree to it, sales or leases. I am further of the opinion that the matter should be attended to as early as practicable. I would further state I have notified Agent Miles of my action, and sent him a copy of the statements made by the Indians.

Very respectfully, your obedient servant,

J. H. POTTER,

Colonel 24th Infantry, Commanding Post.

ASSISTANT ADJUTANT-GENERAL,

Department of the Missouri, Fort Leavenworth, Kansas.

Record of statements made by "Little Robe" and other Indians, to commanding officers Fort Supply, Ind. T., on July 14, 1883, relative to unlawful leasing of land which they claim by right of treaty in the Indian Territory.

[These statements were translated into English by Amos Chapman at time of delivery.]

"LITTLE ROBE" said: I have come here to know why they [the parties alleged to have improperly leased the land] took this land. I have done nothing to make them do so; am getting old, and was present when the treaty was made, and now they have taken the land that was given us away. By the treaty the land belonged to us [meaning the southern Cheyenne]. The agent has come to us. Bob Bent, George Bent, and Ben Clarke, all have come with money to give up the land to be leased for ten years. The half-breeds, John Parrsell, Jack Fitzpatrick, and Mary Keith, have come. I live on the Washita; have a place so fixed up that in a few years I shall be able to support myself, and now those white men [the leasers of the lands] have come upon the land. The agent told me it was my land to settle on. I have been to him time and again to know what right he had to give this land away; have never taken any money or agreed to lease it away.

STONE CALF here mentioned as signers of the alleged unlawful lease the following Cheyenne Indians: Big Joke, Bobtail Bull, and Whirlwind, and the Sioux Indian who now calls himself a chief [Big Horse]. He also names the following Arapahoes as signers of said lease: Left Hand, Powder Face, Raven, White Antelope, and Heap of Birds, who include all the signers of the lease. Stone Calf said: "I have been down there and have never signed any papers; my father before me told me that this land belonged to us to hold on to. They [the white men] keep coming in, and I and the headmen don't want to give the land away, because what will become of us when we are old, and the land has been taken from us?"

"While I was at Washington this land was given to us, and who is it that has the right to now take it away? It is now literally covered with cattle. I want the commanding officer to write and see what can be done about it. Who are they who have made the bargain for the leasing of the lands? At Washington I was told not to sign the land away, and if they tried to take it from me to go to the nearest commanding officer and make complaint, and I have come this far to see the commanding officer to get permission to go to Washington to make my complaint there. I have complained to the agent, but he would say nothing and he gave us no satisfaction, and since then I have not gone back to him. He, the agent, offered us money for our land, but we would not take it. The agent said if we did not take the money we would get no rations, and I have not been back to him since and have not received rations."

COHOE said: "Who is it that has made the road [meaning the agreement] by which all the cattle are allowed to graze on our land, and that for only the small amount of \$5 a head? I have come so far to see if I can't find some way to stop this arrangement. I would like the general to write to Washington, to General Sheridan, to see if we can get our land. What business had these half-breeds [Bent and others] to take this land which was given to us at Washington? I have come this far expecting to be able to go on to Washington to help 'fix' this matter. I will not agree to take any money to lease the land. It was our intention to go on to Washington to try and get a deed for this land. The agent never would show us the treaty which Mr. Wells wrote on for and obtained. Up to the last moment the agent denied that the land had been leased. Where I live, near Sheriden Roost, there are now many, many head of cattle, and they keep on crowding in. I would like to know the answer, if our complaint goes on to Washington, so I will understand how the matter is settled. All here present are just as much interested in this business as I am, and they will speak for themselves before we get through. I have been to the agent, but could get no satisfaction."

WHITE SHIELD said: "I wanted to go to the commanding officer first, but Amos Chapman kept me off. I expected to go on to Washington to try and get a paper to

keep the white men from getting the land. The commanding officer may go down there himself and see the cattle spread over all around. Our land was given us in Washington, and now the white men are stealing it. We do not know anything about a paper or treaty to give the land to the whites. I would like to go on to Washington; have been to the agent, but could not get satisfaction."

WHITE HORSE said: "There are three chiefs here, and we [pointing to his companions] are the soldiers. We have come to see what can be done about this matter. I think it would be good to go on to Washington to see the President. I say just what those who spoke before me said."

SITTING MEDICINE (Little Robe's son), said: "You can see the cattle-men crowding in all over our land. Who is it that allows them to come in? By what right do they come upon this land? Soon the white men will have all the land, if they continue coming in as they do now. All our old men know this land was given to us. I think the agent is playing the wolf, trying to 'beat' us out of the land. The men who signed the lease are lying idly about, are doing nothing. There sits my father, who knows the land was given to us, and he has already been 'beaten' out of half his share. When we complained to the agent he would not look at us, would not have anything to do with us [meaning the complaining Indians]. We now wish the commanding officer here to do what he can for us. The way things are we shall not be able to have two more years on our land. They [presumably the Indian agent] may stop our rations, but we will not consent to lease away this land for money."

RUNNING BUFFALO said: "I know all these present [referring to the Indians]; I have been with the soldiers a long time; am a soldier now. I went down below to see about this matter; the agent has made this arrangement; the Indians are poor now and will be much poorer in two more years; if there is a God, he ought to take pity on them and not take the last bit of their land. These Indians all have children, and they would like to reserve some land for them. The Kiowas and Comanches went on to Washington, paying their own way, to get the deed for their land, and they got it. These men come here as chiefs and head soldiers to complain to the commanding officer, because they could get no satisfaction from their agent. I think now it would be best for them to go on to Washington. I have always been with the soldiers and want to be with them, and want to get my rations from the soldiers and commanding officer."

STONE CALE said: "I want the commanding officer to do all he can for us in this matter."

The above is a correct transcript of the record kept by myself while the foregoing statements were being made.

LEWIS JOHNSON,
Captain Twenty-fourth Infantry.

FORT SUPPLY, IND. T., *July 14, 1883.*

A true copy:

W. H. W. JAMES,
First Lieutenant and Adjutant Twenty-fourth Infantry.

[Indorsements.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Garland, Colo., July 26, 1883.

Respectfully forwarded to the assistant adjutant-general, Military Division of the Missouri, with the request that Colonel Potter's letter and the statement accompanying it be laid before the division commander as soon as possible.

I do not undertake to pass judgment upon the action of the Indian Bureau in the case of these Indians, but it is very manifest that there is some misunderstanding which may, at any moment, lead to serious trouble.

I trust the matter will be laid before the proper authorities at as early a date as possible.

JOHN POPE,
Major-General, Commanding.

HEADQUARTERS MILITARY DIVISION OF THE MISSOURI,
Chicago, August 2, 1883.

Respectfully forwarded to the Adjutant-General of the Army, inviting attention to preceding indorsement of General Pope.

P. H. SHERIDAN,
Lieutenant-General, Commanding.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 15, 1883.

SIR: I have received, by Department reference, a letter from the Hon. Secretary of War, dated the 11th instant, inclosing a copy of a communication, dated the 18th ultimo, received through the regular military channels, from the commanding officer at Fort Supply, Indian Territory, submitting, with report, statements made to him by Little Robe and other Cheyenne Indians, relative to the leasing, against their consent, of lands of the Cheyenne and Arapahoe Reservation to certain white men for grazing purposes, and your action in threatening to withhold their rations unless they accepted certain moneys alleged to have been tendered them by you in respect of said lands, a copy of which statement Colonel Porter reports he furnished to you.

Colonel Porter and General Pope are both apprehensive that serious trouble may grow out of this matter, and you are therefore directed to make a full report upon the subject to this office at once.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian Agent, Cheyenne and Arapahoe Ag'cy, Darlington, Ind. T.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., August 28, 1883.

SIR: I am in receipt of office letter "L 14817, 1883," dated 15th instant, directing that I make full report upon the subject of leasing certain lands of the Cheyenne and Arapahoe Reservation against the consent of "Little Robe" and others, as submitted in a statement made by Little Robe, Stone Calf, and others, to the commanding officer at Fort Supply on July 14 ultimo.

I may first inform that Little Robe, Cheyenne, and others represented in this protest were present at the council of December 12, 1882, in which the subject of leasing was fully discussed and final action taken, resulting in the unanimous conclusion to lease certain lands for a term of ten years, as set forth and embodied in the E. Fenlon and other agreements, dated January 8, 1883. This arrangement was no hasty conclusion, forced upon the Indians without due deliberation, nor were the proceedings a secret, but every Indian and band of Indians on the reservation were invited to be present and were present or represented when final action was taken, and either signed or concurred in the agreement; and not until the whole subject was fully understood and urged upon by a very large majority of the Indians was the arrangement reduced to writing, and, when reduced to writing, it was done in the presence of the commanding officer at Fort Reno, Ind. T., who had been invited to be present, as also many other competent witnesses.

On June 20, 1883, the day before the lessees made the first semi-annual payment on the agreements made with these Indians, Stone Calf and Little Robe were present, and in council, in the presence of the commanding officer at Fort Reno, myself, and others, sanctioned the leases made, and confirmed the same in the Indian form by smoking the pipe, and required E. Fenlon, Col. E. D. Hunter, and others of the lessees to smoke with them; said they had been told by certain parties that these agreements or leases embraced the sale of the lands, and on this point they wished a test. Stone Calf and a few others did not receive their share of the payment referred to, but Stone Calf, in his speech, said that "he would take his share in cattle at the next payment." The tribes, however, represented and authorized did receive the full amount of the payment, and, with the exception of the few who had been tampered with by Dickey Bros. and other trespassers on the reservation, were well pleased. It is a fact that certain parties who have been holding cattle on this reservation contrary to law, without compensating the Indians, are now and have been making a strong effort through Amos Chapman, who has an Indian wife, and is in the employ of the military at Fort Supply, Ind. T.; also one W. W. Wells and Wesley Warren (the latter colored), squaw-men, to hold on to the range they have previously occupied, and for which they have only compensated these squaw-men in a limited way; and, in order to do this, very questionable measures have been resorted to through the unscrupulous men above named. The Indians have informed me (1) that they have been advised not to receive any portion of the cattle or cash offered to them under these agreements, promising that they (the trespassers) would pay these individuals more than they would realize from the lands; (2) that the leases or agreements embraced the sale of the lands; (3) and should any of the lessees attempt to stock up the

range occupied by them, to kill the cattle and resort to any means to drive them from the premises. This latter threat or "bluff," I understand, comes from the parties occupying range west of Dickey Bros. and south of Fort Supply.

Some of the Indians who were parties to the statements made at Fort Supply July 14, 1883, say they were induced to go there by Chapman, Wells, and "Wesley" through promise made by certain cattle-men who had promised to take them to Washington and who made them other substantial promises; and as they were all very anxious to make a trip to Washington they readily consented to go to Supply. So far as relates to the statements made by the Indians, that money had been used by the agent and half-breeds to induce them to give up their lands, *I know it is false*. I have taken the stand favorable to leasing a portion of the surplus lands of this reservation squarely on its merits, from the Indian standpoint, as the best thing for them to do, and my reasons are on file in your office, and I have seen nothing to change my mind on this point. The statement purporting to be made by Stone Calf, threatening to withhold rations if they did not take the money, is also false, and, considering the fact that Stone Calf and party have drawn their bread and beef rations regularly up to the present time, excepting the one week's issue of beef on 20th instant, which they took forcible possession of while being driven to the agency for delivery to the contractor, inclines me to the belief that a false interpretation had been given to his statements.

In Colio's statement he says, "I will not agree to take any money to lease the land." In this connection it is proper to state that the man Wells (now deceased) was living with one of Colio's daughters, and as Wells was in the paid employ of Dickey Bros., and other intruders, it is presumed that he (Colio) received some benefits to the exclusion of other members of his band and tribe; in fact, in a talk with Colio myself at cantonment, in June last, he told me he had been having trouble with Wells, because he (Wells) would not divide the 'spoils' fairly, and he also informed me that he should oppose the lease because it would interfere with his own "levy" of cattle tax.

"White Shield," who makes a statement, was the first Indian on the reservation to invite cattle-men to come on the reservation, and through his own selfish aims several cattle-men were induced to seek his protection, but as soon as the lawful representatives of the two tribes (Chey and Araps) take the matter in hand in a lawful manner and for the benefit of the whole, *then* he is induced by certain interested parties to say that "the whites are stealing it."

To make a long story short, the Indians named in the "statement" made at Fort Supply, July 14, ultimo, are the identical men, and the only Indians of this agency who have in an unlawful manner been receiving small benefits from intruders on this reservation, and are the only Indians who are willing to become the tools of certain parties in holding possession of grazing lands in an unlawful manner, and for little or no pay. After some of these Indians had received their pro rata share of June installments these same parties advised them to return it, saying that "we will give you more and make it to *your* interest to stick to us."

I have tendered no moneys to the Indians of this agency in payment for grazing privileges. I have, however, witnessed (such) payments of moneys by the parties holding leases, to the Indians, as also has the commanding officer at Fort Reno.

Should trouble grow out of this matter, as apprehended by Colonel Potter and General Pope, it will be the fault of certain trespassers and their paid emissaries in their effort to ignore and trample under foot the acts of the lawful representatives of the tribes and the Government.

The man Chapman, who served as interpreter at Fort Supply, is so irresponsible in his statements that it is difficult to find any one in military or civilian life who would believe him under oath, so that the "statements" purporting to have been made by the Indians must be taken with a good deal of allowance; yet, as inducements were held out to these Indians, I am confident they did tell a gloomy story. A reaction is about to take place in the minds of some of the Indians above referred to. They have learned that these squaw-men were receiving the pay, while they (the Indians) were doing the dirty work. I am told by one cattle-man that this man Chapman was so sure of his ability to hold his grip on this range that he (Chapman) was going to charge him \$3,000 for his influence this year.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Telegram received Department Interior, August 7, 1883, dated Leavenworth, Kansas, 7th.]

To H. M. TELLER,
Secretary of the Interior:

I have located my cattle on Cheyenne land; now being ordered to move; can't you assist to stay there by paying as much as anybody else. Please answer.

JOHN VOLZ.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY, *Ind. T., September 8, 1883.*

SIR: I am in receipt of your letter "L 13970, 1883," dated 7th ultimo, inclosing copy of letter addressed to you by Dickey Bros., of Kansas City, Mo., dated July 30, 1883, in which they make complaint to you of action taken by this office looking to the removal from the Cheyenne and Arapahoe Reservation of all unauthorized cattlemen and their herds, and in which they ask you to protect them, &c.

In reply, I have to inform you that the Dickey Bros. are holding a portion of their cattle on this reservation without authority and in violation of law, and the orders issued by the Indian Office, "L. 9850, 1882," relating to the unlawful grazing of cattle on this and the Kiowa and Comanche Reservations.

Messrs. Dickey have never sought to secure an agreement with the Indians of this agency for grazing privileges, either with the Indians direct or through this office. The Cheyenne and Arapahoe Reservation, assigned to them by Executive Order of August 10, 1869, is held in common by the two tribes, and they have given no exclusive right or authority to any individual Indian or band of Indians to control any specified portion of the same. There is no law by which they can do so. (See Department instructions on this point, dated June 26, 1879. Copy herewith numbered one.) Cattle-men have trespassed upon this reservation for years, regardless of the efforts of the Department to keep them out. In reply to your letter A, July 12, 1882, relative to grazing points, I informed you, under date of July 20, 1882, that no leases or permits had been granted, but notwithstanding this, large herds of cattle were constantly grazing on the reservation, "and in every instance where cattle-men have been notified that they were trespassing upon this reservation and notified to remove their herds, they claim to have paid a tax to the Cherokees, who are selling privileges on our north for over 100 miles on an east and west line, or that they own a ranch in the Texas Pan Handle immediately on the line. In this way you will observe that this reservation is exposed to 'drift' cattle on a border of over 200 miles, and so long as the reservation is thus exposed, the Cheyenne and Arapahoe grass will feed many thousand of cattle." This office has used various endeavors to rid the reservation of such trespassers, having given due notice to all such parties at various times, as shown by inclosures (copies of correspondence, &c.) herewith, numbered 2, 3, 4, 5, 6, 7, 8, and 9. At all times when notified to leave the reservation Messrs. Dickey have claimed to be holding cattle on the Cherokee strip and not on the Cheyenne and Arapahoe Reservation. As late as December 22, 1882, when notified by this office to move their cattle, the Messrs. Dickey said, in a communication to this office, as follows: "We have about 7,000 cattle, all of which we try to keep on the Cherokee strip; when they drift on the Cheyenne Reservation we keep men over there to drive them back. Our horses are all on the Cherokee strip, numbering 200 head. We have been in the Indian Territory two years and a half."

Under date of May 2, 1883, your office was notified that the Messrs. Dickey, with others, were intruding on this reservation. (See inclosure number 10 herewith.)

The Cheyenne and Arapahoe Indians have leased a part of their reservation in good faith to responsible cattle-men, reserving a sufficient and suitable portion for their own grazing and agricultural purposes. Up to July 31, the date of the last notice served on one of the Messrs. Dickey, they were holding the bulk of their cattle on the reserved portion of the Cheyenne and Arapahoe lands and not on the leased land, thereby forfeiting any considerations they might otherwise have had. The Indians, Coho, Stone Calf, and Little Robe, claim that the Dickey Bros. have not been paying them. It is known, however, that they did pay money to Wells and other squaw-men, which no doubt covers the alleged payments to the Indians.

Dickey Bros. claim, in their letter to you, that they "have been and are on terms of entire friendship with them"; that they have been and are paying them for grazing privileges, and notwithstanding their alleged "friendship, privileges," &c., they telegraph me, under date of 16th ultimo, as follows: "Indians Stone Calf and Coho, both living on Cherokee land leased by us, are killing cattle, and running off men. We ask for immediate protection or we will be compelled to protect ourselves."

This office has no knowledge of the fact (if such) that the Indians named are living on the Cherokee strip. Admitting for a moment that they have made payments to the

Indians as claimed by them, they have done so in violation of the wishes of the Cheyenne and Arapahoe Indians, and contrary to the instruction of the Department as expressed in the Hon. Secretary's letter to Mr. Fenlon, wherein he says: "Such privileges can only be recognized when granted by the proper authority of the tribe, and the benefits must be participated in by all the tribe, not by a favored few only."

The claim of the Messrs. Dickey that they cannot move their cattle this season is not within reason. This is the season of the year to move cattle without loss. They have had sufficient notice to move at times when they could have moved without sacrifice. Other parties are moving cattle to and from the Territory all the time; within a month past the Messrs. Dickey moved some 800 head of beeves off the range.

I therefore hold: First. That the Messrs. Dickey are intruders on the Cheyenne and Arapahoe Reservation without a semblance of authority.

Second. That when ordered off they have claimed to be holding Cherokee land, when in fact they were holding on this reservation under the plea that their cattle had "drifted."

Third. That they have been paying certain squaw-men, not as a revenue to the Indians for grazing privileges, but as a bribe for their influence in keeping Coho, Little Robe, and Stone Calf from insisting on the collection of the penalty under section 2117, Revised Statutes.

Fourth. That they have been holding the most of their cattle on that portion of the reservation reserved for the use of the Indians themselves.

Fifth. That their action in connection with cattle-grazing on this reservation is incendiary to the best interests of the Indians and the Government, and is protested against by the Cheyenne and Arrapahoe Indians.

Sixth. That they have ignored the Department and this office in all matters pertaining to the interests of the Indians.

Seventh. That in view of the facts herein set forth the Messrs. Dickey can set no claim to equity in the premises. I therefore ask to be upheld in my action looking to the removal of the Dickey Bros. from the reservation.

Very respectfully,

JNO. D. MILES,
Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 26, 1879.

SIR: In reply to your letter of 27th ultimo, relative to assigning lands in severalty to the Indians at your agency, I have to inform you that by the provisions of article two of the Cheyenne and Arapahoe treaty of October 28, 1867 (15 Stat., p. 594), the United States set apart for the absolute and undisturbed use and occupation of the Indians, parties to said treaty, and for such other friendly Indians as they might be willing, with the consent of the United States, to admit among them, a reservation therein described lying south of Kan as and west of the Arkansas River. The Cheyenne and Arapahoes did not locate upon this reservation, but settled upon the lands now occupied by them. These Indians claimed they did not understand the location of the land set apart by the treaty of 1867, and as they desired a reservation on the North Fork of the Canadian River, the President of the United States, upon the recommendation of this office, authorized by Executive Order, dated August 10, 1869, their location on a tract of country described as follows, viz: "Commencing at the point where the Washita River crosses the ninety-eighth degree of west longitude; thence north on a line with said ninety-eighth degree to the point where it is crossed by the Red Fork of the Arkansas (sometimes called the Cimarron River); thence up said river in the middle of the main channel thereof to the north boundary of the country ceded to the United States by the treaty of June 14, 1866, with the Creek Nation of Indians; thence west on said north boundary, and the north boundary of the country ceded to the United States by the treaty of March 21, 1866, with the Seminole Indians, to the one hundredth degree of west longitude; thence south on the line of said one hundredth degree to the north boundary of the country set apart for the Kiowas and Comanches by the second article of the treaty concluded October 21, 1867, with said tribe; thence east along said boundary to the point where it strikes the Washita River; thence down said Washita River, in the middle of the main channel thereof, to the place of beginning." The provisions of the treaty of 1867, which authorized the issuance of certificates of selection for 320 acres of land to heads of families who desired to commence farming, contemplated the Indians settling on the lands set apart by said treaty and cannot be enforced on their present reservation, nor is there

any other law which would authorize the assignment of the lands within their present reservation to the Indians in severalty.

In regard to whether the Indians have any right to the land set apart by the treaty of 1867, I have to state that as the Indians refused to locate upon said lands, and accepted other lands in lieu thereof, they will not now be allowed to occupy the same; besides, a portion of said land has been granted to other Indians in accordance with the terms of article 16, of the Cherokee treaty of July 19, 1866 (14 Stat., p. 804).

Very respectfully,

E. A. HAYT,
Commissioner.

JOHN D. MILES, Esq.,
*United States Indian Agent,
Cheyenne and Arapahoe Agency, Ind T., via Wichita, Kans.*

[Inclosure No. 2.]

[United States Indian Service, — Agency, —, 188—. War Department, Signal Service U. S. A.
United States telegraph, dated Cantonment, 9-28, 1880, m. Received at Reno, 9-28, 1880, 1.10 p. m.]

To Agent MILES, *Reno* :

A large number of cattle, probably five thousand or more, are being held on the North Fork, Canadian, between this post and Persimmon Creek. They are owned by one Tony Day, Dickey Bros., Lee and Reynolds, Volly & Wells. They are on Indian ground and the Indians are complaining. Have these men authority from you? Please take some immediate action in regard to these trespassers and let me hear from you, to-day if possible.

DODGE,
Commanding.

[Inclosure No. 3.]

[United States Indian Service, — Agency, —, 188—. War Department, Signal Service, U. S. A.
United States telegraph, dated Cantonment, 9-29, 1880, m. Received at Reno, 9-29, 1880, m.]

To CHAS. E. CAMPBELL, *Acting Agent, Reno* :

I find that the persons holding cattle on the reservation claim that they are on Cherokee grounds. The military map of this Department locates the south boundary of the old Cherokee strip between sections 12 and 20, about latitude 36. This line runs east and west only about three miles north of this post. Please let me know exactly where the Cheyenne and Arapahoe Reservation is, and I will have the cattle driven off it.

If they are, as they claim, on Cherokee ground and pay the tax, we cannot interfere.

Please send me a map, if you have one to spare, showing the reservation.

DODGE,
Commanding.

[Inclosure No. 4.]

UNITED STATES INDIAN SERVICE, — AGENCY, —, 188—.

HEADQUARTERS CANTONMENT, NORTH FORK CANADIAN RIVER, IND. T,
December 23, 1880.

SIR: In reply to your communication of the 17th instant in reference to cattle on Left Hand's premises, I have the honor to state that the cattle of the beef contractor who furnishes beef for the use of this command, and milk cattle of Mr. John Volry, who supplies us with milk and butter, are the only cattle I know of as being held by white men in the vicinity of this post under permission of the post commander of this post. The cattle that are troubling Left Hand I presume have drifted from the Cherokee strip.

If you deem it necessary please send permits to the above mentioned parties, and I will be obliged.

Very respectfully, your obedient servant,

W. L. CLARKE,
First Lieutenant Twenty-third Infantry, Commanding Post.

JOHN D. MILES,
United States Indian Agent, Darlington, Ind. T.

[Inclosure No. 5.]

HEADQUARTERS CANTONMENT, NORTH FORK CANADIAN RIVER, IND. T.;
September 3, 1881.

SIR: I have requested Mr. Amos Chapman, the Indian interpreter of this post, to see you concerning a complaint made by the cattle men charging Big Horse and other Indians with burning the grass on the ranges used by them for their herds, and which is alleged to be in the Cherokee strip.

It is also asserted that some of the Cheyennes and Arapahoes have located on land on this strip, which they claim to have done with your sanction.

The cattle men in this vicinity assert they are paying taxes to the Cheyennes for the privilege of grazing their cattle on this strip, and that the object of the Cheyennes in locating on this land is to levy an additional tax. As Chapman is conversant with all the details in this matter, and can explain them fully, I will be glad if you will converse with him upon the subject, and will thank you to write me, giving me such suggestions and advice as you may deem best.

Very respectfully, your obedient servant,

R. F. O'BEIRNE,

Major Twenty-fourth Infantry, Commanding Post.

JOHN D. MILES, Esq.,

United States Indian Agent, Darlington, Ind. T.

[Inclosure No. 6.]

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., September 7, 1881.

SIR: I am in receipt of yours 3d instant, concerning complaints made by cattle men against Big Horse and other Indians, grazing privileges, &c., and have also conversed with Mr. Chapman on the subject. On examining the map (herewith inclosed) it is believed that Mr. Crawford's cattle and ranch are located on the reservation assigned the Cheyenne and Arapahoe Indians by executive order of August 10, 1869; consequently, has no authority for grazing his cattle thereon, or for putting up hay, or building a ranch. I send by Mr. Chapman my office map in order that you may be able to determine exactly the line of the "Cherokee strip," and notify all persons holding permits from the Cherokee authorities that their herds must be kept north of said line. I have no authority to grant grazing permits on this reservation, but am instructed by the Indian Office to report all trespassers on this reservation, and require them to vacate.

Should any of the Indians of this agency interfere in any way with the herds on the "Cherokee strip," I will thank the cattle men to report the matter promptly to this office, or to any other office of the Government, in order that prompt measures may be had to stop such interference and punish the guilty parties.

Very respectfully,

JNO. D. MILES,

United States Indian Agent.

Maj. R. F. O'BEIRNE,

Commanding Cantonment, Ind. T.

[Inclosure No. 7.]

NOTICE TO STOCKMEN.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. T., July 29, 1882.

The following section of intercourse law and instructions from the Indian Office are published for the information of the parties concerned:

Section 2117, Revised Statutes, provides that "Every person who drives or otherwise conveys any stock of horses, mules, or cattle to range and feed on any land belonging to any Indian or Indian tribe, without the consent of such tribe, is liable to a penalty of one dollar for each animal of such stock."

INSTRUCTIONS.

INDIAN OFFICE,
Washington, D. C., June 20, 1882.

SIR: Referring to the continued cattle trespasses upon the Cheyenne and Arapahoe Reservations, and the Wichita, Kiowa, and Comanche Reserves, you are informed that, by letter from this Department, dated the 27th ultimo (based upon recommendation

of this office dated the 19th ultimo), the Hon. Secretary of War was requested to make such disposition of troops in the above mentioned localities as will effectually rid the lands referred to of all cattle men and their herds who are there without authority of law.

You are therefore directed to place yourself in communication with the military commandant in your vicinity, giving him all information and assistance in your power necessary to carry out the request of the Department.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian Agent, Cheyenne and Arapaho Agency, Ind. T.

In conformity with the above instructions, notice is hereby given that all intruders, as above specified, found upon this reservation on and after August 10, 1882, will be promptly removed by the military, respecting only the rights of the Indians in the possession of their own herds, and the families of those who have intermarried with whites in the possession of herds that are actually and bona fide their own. The attention of drovers is also called to the fact that the only trails over which cattle are authorized to pass is east of this agency about 16 miles, and west of cantonment about 10 miles, and herds found passing over this reservation at any other point will be stopped, and the penalty of \$1 per head imposed.

The boundaries of the Cheyenne and Arapahoe Reservation are described as follows: "Commencing at a point where the Washita River crosses the 98th degree of west longitude; thence north on a line with said 98th degree to the point where it is crossed by the Red Fork of the Arkansas River (sometimes called the Cimarron River); thence up said river, in the middle of the main channel thereof, to the north boundary of the country ceded to the United States by the treaty of June 14, 1866, with the Creek Nation of Indians; thence west on said north boundary and the north boundary of the country ceded to the United States by the treaty of March 21, 1866, with the Seminole Indians, to the 100th degree of west longitude; thence south on the line of said 100th degree to the north boundary of the country set apart for the Kiowas and Comanches, by the second article of the treaty concluded October 21, 1867, with said tribes; thence east along said boundary to the point where it strikes the Washita River; thence down said Washita River in the middle of the channel thereof to the place of beginning."

The above instructions will be rigidly enforced.

JOHN D. MILES,
United States Indian Agent.

[Inclosure No. 8.]

FORT RENO, IND. T., December 7, 1882.

SIR: I have the honor to inform you, that in accordance with request in your letter of October 26th, I sent my interpreter, Mr. Ben Clark, with a detachment of scouts to the camps of the parties indicated in your letter, as holding herds of cattle unlawfully on the Cheyenne and Arapahoe Reservation.

Mr. Clark, in accordance with my orders, notified all of the parties you mentioned, or their representatives, that they were ordered to leave the reservation with their herds, and he also showed them your letter and its inclosures. Mr. Clark returned on November 26, and reports that these parties are making no preparations to move, and that in his opinion, they will not move until forced to, and that they claim that it will be almost impossible for them to remove their cattle until the general round up in the spring. * * *

Very respectfully, your obedient servant,

F. T. BENNETT,
Capt. Ninth Cavalry, Commanding.

JOHN D. MILES, Esq.,
United States Indian Agent, Cheyenne and Arapahoe Agency, Ind. T.

[Inclosure No. 9.]

CIRCULAR LETTER.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHOE AGENCY, IND. T.,
May 22, 1883.

SIR: In conformity with a letter from the Hon. H. M. Teller, Secretary of the Interior, dated the 25th ultimo, and instructions from the Indian office, dated the 5th

instant, I have to inform you that on January 8, 1883, the Indians of this agency, the Cheyennes and Arapahoes, in a full council and representing the two tribes, entered into agreement with the following-named persons for grazing privileges on the western portion of their reservation for a term of ten years, at an annual rental of 2 cents per acre, payable to the tribes in cash and cattle, viz:

	Acres.
1. Ed. Fenlon, Leavenworth, Kans	564, 480
2. Wm. E. Malaley, Caldwell, Kans	564, 480
3. H. B. Denman, Washington, D. C	575, 000
4. I. S. Morrison, Darlington, Ind. T	138, 240
5. Lewis M. Briggs, Muscotah, Kans	318, 720
6. A. G. Evans, Saint Louis, Mo	456, 960
7. R. D. Hunter, Saint Louis, Mo	500, 000
Total number of acres leased	3, 117, 880

The above leases or agreements were made in strict accordance with council proceedings, held in due form and according to law under date of December 12, 1882, in which the two tribes were fully represented and attested. In this connection I may call your attention to the following language of the honorable Secretary in his letter above cited, "Such privileges can only be recognized when granted by the proper authority of the tribe (or tribes), and the benefits must be participated in by all the tribe (or tribes), not by a favored few only." Also, "while the Department will not recognize the agreement or lease you mention, nor any other of the like character, to the extent of approving the same, nor to the extent of assuming to settle controversies that may arise between the different parties holding such agreements, yet the Department will endeavor to see that parties having no such agreement with the Indians are not allowed to interfere with those who have."

The Hon. H. Price, Commissioner of Indian Affairs, in transmitting his instructions to this office, says: "In conformity therewith, you are directed to exercise a careful supervision of the matter of cattleg-razing upon the Cheyenne and Arapahoe reserve to the extent indicated in the said letter, taking care that the Indians are fairly dealt with, and that the conditions prescribed by the Department are scrupulously observed." The leases or agreements above referred to embrace all the lands the Indians of this agency desire to lease for grazing privileges, and at their request, and in conformity with the instructions and letter above referred to, notice is hereby given to all persons who are not parties to said leases or agreements, and who are holding cattle or other animals on this reservation, under any pretext whatever, whether it be on the lands embraced in said leases or not, to at once remove said cattle or other animals from and beyond the limits of this reservation.

Further notice in this respect will not be necessary, and the parties holding such leases have this day been notified to proceed at once to occupy the leased lands.

Very respectfully,

JOHN D. MILES,
United States Indian Agent.

[Inclosure No. 10.]

UNITED STATES INDIAN SERVICE, CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Indian T., May 2, 1883.

HON. H. PRICE,
Commissioner, Washington, D. C.

SIR: Replying to your letter of 20th ultimo, 4907 and 6932, 1883, making inquiry about certain parties said to be holding cattle on the Cheyenne and Arapahoe reservation in violation of Sec. 2117 Revised Statutes, "and by what authority they are there," I have the honor to inform that I have made careful inquiry as to names of parties and the numbers that each are at present holding and grazing on this reservation, and on the Cherokee line, and Texas Pan Handle line, and whose cattle drift and graze on this reservation, viz:

	Head of cattle.
Henry Street, about	300
Colonel Ferry, about	3, 000
Bickford Bros., and Powell Bros, about	4, 000
B. H. Campbell, about	3, 000
Daniel Waggoner, about	2, 000
I. S. Morrison, about	2, 900
Prairie Cattle Company, W. P. Henning, manager, about	5, 000
Standard Cattle Company, Allen, manager, about	3, 500
I. V. Volz, about	2, 500
Total on reservation	26, 200

Head of cattle.

Dickey Bros. (on line Cherokee strip)	15,000
W. E. Malaley (on Texas line).....	6,000
Tony Day (on line Cherokee strip).....	4,000
<hr/>	<hr/>
Total on line and grazing on reservation	51,200

Of the above-named persons, J. S. Morrison and W. E. Malaley, have in the month of January, this year, in conjunction with other parties arranged with the Indians of this reservation for grazing privileges, and on which a payment has been made to the entire satisfaction of the Indians.

Very respectfully,

JNO. D. MILES.
Indian Agent.

UNITED STATES INDIAN SERVICE, K. C. AND W. AGENCY,
Anadarko, Ind. T., November 8, 1883.

SIR: I beg to report that on Tuesday, the 6th instant, the Caddoes and some of the Wichitas came to my office and said they wanted to talk to me. They at once demanded of me in the most haughty and insolent manner that I put a stop to the wire fencing on their land (meaning that portion of the Cheyenne and Arapaho reservation south the Canadian River, now leased to cattle-men). I began to explain to them what had been done, and that I had no control over that part of the country; that at my request that some one be sent to examine their claim to that section of country, you had sent Special Agent Townsend who had carefully gone over the whole thing, but I knew nothing of results, and had no authority to act. I was told to stop, that they did not want to hear anything more about it—that they owned the country and they knew it; that Special Agent Townsend was dishonest and made a dishonest report, for in it he had said every Caddoe and Wichita lived in a fine house, and besides were rich and did not need anything more. I was then told if I did not stop the fencing, they would, and they in a body abruptly left the office. I at once notified Agent Miles that these Indians were bent on mischief, and he had better prepare to meet it if he could.

Now, Mr. Commissioner, this is a part of the programme of Leonard and Pike, as intimated in my letter to you dated September 22d.

The Indians have been made believe by Pike and Leonard that when you sent Special Agent Townsend to look into their business, you sent a dishonest man. Pike claimed to have a copy of Townsend's report, while here, and used it as shown above. I would like to be furnished with a copy of Mr. Townsend's report so I might be able to tell the Indians just what he did say.

Leonard said just after he came back to the Territory in September, that the fencing on the country the Cheyennes and Arapahoes had leased had to stop, and the step taken by the Indians on Tuesday is the first one to carry it out.

Leonard was seen on the Wichita reservation about one week ago, and there is no kind of doubt about his having advised and directed the step taken by the Indians. If Leonard is allowed to remain in the Territory and make these Indians dissatisfied, it may cost the Government many dollars before the matter is settled.

Very respectfully,

P. B. HUNT,
Indian Agent.

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

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
November 16, 1883.

HUNT,
Agent, Anadarko, Ind. T., Dodge City, Kans.

If there are indications of serious trouble arising out of Leonard and Pike's movements, you will give prompt notice here by wire, so that if necessary, the military may be called on.

H. PRICE.

UNITED STATES SENATE,
Washington, D. C., September 8, 1883.

Mr. SECRETARY: Please send me the names of the different lessees of the Cheyenne and Arapahoes under leases claimed to have been made by or through your Department.

Very truly,

A. H. GARLAND.

Hon. SECRETARY OF THE INTERIOR, *City.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 8, 1883.

Hon. A. H. GARLAND,
National Hotel, City.

SIR: Your letter of this date addressed to the Hon. Secretary of the Interior, asking to be furnished with "the names of the different leases of the Cheyennes and Arapahoes under leases claimed to have been made by or through your (this) Department," has been referred to this office.

In reply, I have the honor to state that on April 6, last, United States Indian Agent J. D. Miles, in charge of the Cheyenne and Arapahoe Agency, reported by letter to this office that he had, on the 13th and 15th January, then last transmitted by hand to this office, certain leases granted by the Cheyenne and Arapahoe Indians for cattle-grazing purposes, to the undermentioned persons, viz:

1. E. Fenlon, Leavenworth, Kans.
2. Wm. E. Mullaley, Caldwell, Kans.
3. H. B. Denman, Washington, D. C.
4. Jesse S. Morrison, Darlington, Ind. T.
5. Lewis M. Briggs, Muscotah, Kans.
6. Albert G. Evans, Saint Louis, Missouri.
7. Robert D. Hunter, Saint Louis, Missouri.

It is proper for me to add that said leases, or either of them, were never presented to this office, neither have they or any of them received the approval of this office, or of the Department.

Very respectfully,

H. PRICE,
Commissioner.

No. 3.

COPIES OF DOCUMENTS AND CORRESPONDENCE ON FILE AND OF RECORD IN THE OFFICE OF INDIAN AFFAIRS AND DEPARTMENT OF THE INTERIOR, SO FAR AS THE SAME RELATE TO LEASES OF CHEROKEE LANDS WEST OF 96° INDIAN TERRITORY, TO CITIZENS OF THE UNITED STATES, FOR CATTLE GRAZING AND OTHER PURPOSES.

[Furnished in obedience to Senate resolution dated December 4, 1883.]

UNITED STATES SENATE CHAMBER,
Washington, January 17, 1881.

DEAR SIR: I am advised that arrangements have been in contemplation for the leasing of what is known as the Cherokee lands in the Indian Territory, to a company of cattle men for a period of years.

A number of my constituents are largely interested in grazing lands in the west and southwest, and they feel that it would be injustice to them to grant privileges to others from which they will be excluded; and if such lands are to be leased for such purposes there should be competition.

Please advise me whether such lands are to be leased, and, if so, when, and what opportunities will be afforded those desiring to lease them.

Your very earliest attention will very greatly oblige

Yours, truly,

F. M. COCKRELL.

Hon. ROWLAND E. TROWBRIDGE,
Commissioner.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
March 10, 1881.

SIR: I have the honor to acknowledge the receipt of your letter of the 17th January last, stating that you are advised that arrangements are in contemplation for the leasing of what is known as the Cherokee lands, in the Indian Territory, to a company of cattle men, for a period of years; and a number of your constituents, largely interested in grazing lands in the west and southwest, feel that it would be an injustice to them to grant privileges to others from which they will be excluded, claiming that if such lands are to be leased for such purpose there should be competition, and you inquire whether such lands are to be leased; and, if so, when, and what opportunities will be afforded those desirous of leasing them.

In reply, I have to state that no arrangements have ever been contemplated by this Department looking to the leasing of the lands indicated to any person or company for a period of years or for any other term, for any purpose whatsoever.

Within the past few months an application was made to the Department by Mr. R. D. Hunter, a large cattle dealer, for permission to hold and graze cattle upon a certain portion of the Indian Territory, designated by him as being bounded on the south by the Canadian River, west by the Abilene cattle trail and by the Cimarron River, and east by a line to be designated from thirty to forty miles east of the western boundary, embracing a large portion of the country claimed as being open to settlement, or what is known as the Oklahoma district, either for a term of years, or from year to year, and under such regulations and restrictions as might be prescribed by the Government. Such application was promptly refused by the honorable Secretary.

It is probably this application which has given rise to the rumor amongst your constituents.

Very respectfully,

THOS. M. NICHOL,
Acting Commissioner.

Hon. F. M. COCKRELL,
United States Senate.

[Alvord & Woodruff, attorneys-at-law.]

BETHANY, MO., January 17, 1881.

DEAR SIR: One of the citizens of this county, a Mr. Lewis, desires to know whether or not permits can be obtained from your Department to herd cattle upon the lands embraced in the Indian Territory.

Recently while traveling through the Territory he found many herdmen who claimed to have license from the authorities at Washington, or their subordinates, to occupy for grazing purposes.

Mr. Lewis is an old soldier, and a good citizen. He has no intention of removing or attempting to remove into the Territory, but would like a grazing permit, if such a thing can be obtained from the proper authorities. Will you be kind enough to give us a reply?

Very truly yours,

ALVORD & WOODRUFF.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 21, 1881.

GENTLEMEN: Referring to your letter of the 17th January last, wherein you inquire, on behalf of your client Mr. Lewis, whether a permit can be obtained for him to graze cattle in the Indian Territory, I have to state, that before an intelligent reply can be given to your inquiry, it will be necessary for Mr. Lewis to specify in what particular portion of the Territory he desires to obtain grazing privileges.

Very respectfully,

THOS. M. NICHOL,
Acting Commissioner.

MESSRS. ALVORD & WOODRUFF,
Attorneys-at-law, Bethany, Missouri.

[Alvord & Woodruff, attorneys-at-law.]

BETHANY, MO., *March 29, 1881.*

SIR: Replying to your letter marked L, 1214-1881 respecting the application of Merrett Lewis to graze cattle in the Indian Territory, we have to say that Mr. Lewis desires a limited tract of land in that portion of the Territory lying between the twentieth and twenty-first parallels of longitude west from Washington, making the centre of said tract a point between the Pahabe River and Big Salt Branch of the Arkansas River, 8 or 10 miles south of the north line of the Territory, about 15 miles southwest of Arkansas City, Cowley County, Kansas, and about 20 miles south of Sumner City, Sumner County, Kansas.

An early reply will greatly oblige and any further information or assurances will be promptly given.

Very respectfully,

ALVORD & WOODRUFF.

Hon. T. M. NICHOLS,
Dept. Interior, Office Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 6, 1881.

GENTLEMEN: Replying to your letter of the 29th of March last, I have to state that the portion of country in the Indian Territory upon which your client, Mr. Lewis, desires permission to graze cattle is within the present possession and jurisdiction of the Cherokee Nation (under the treaty of July 19, 1866), to the executive authorities of which you are respectfully referred.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Messrs. ALVORD & WOODRUFF,
Attorneys at Law, Bethany, Mo.

[Bateman & Co., bankers and brokers, 1517 Pennsylvania avenue.]

WASHINGTON, D. C., *October 10, 1881.*

SIR: I represent a party of gentlemen who are engaged in the cattle business. Our headquarters are in Barbour County, Kansas, but our herds are and have been for some time grazing on the Indian lands south of and immediately adjoining the Kansas line, the Indian authorities consenting thereto and collecting an annual head tax from us. These lands are in the western portion of the Indian Territory and are called "reserved lands" and are not occupied by the Indians. The Cherokee Indians claim dominion and collect the tax and grant the license to herdsmen.

We desire to largely increase our herds, and in order to save expense of herders and to prevent straying, and also to avoid contact with cattle being driven north from Texas which produce contagion, we desire to surround our grazing grounds with a wire fence or barrier.

Our rights on the Indian lands are now defined by an annual license granted by the Indian authorities, and will not justify us in investing large sums of money as desired, unless we can have a license to graze upon these lands for a term of years.

I have the honor, therefore, to request that you will officially advise me whether the Interior Department will permit us to negotiate with the Indian authorities for a permit to graze on these lands, running for a term of years, and whether the Government will recognize, and if need be protect our property right in such license or permit.

Our purpose is not to make any settlement upon the Indian lands, but to keep our headquarters on the Kansas side of the line.

An early answer will greatly oblige,

Yours, truly,

J. W. STRONG.

Hon. HIRAM PRICE,
Commissioner Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

October 11, 1881.

SIR: I am in receipt of your letter of the 10th instant, stating that you represent a party of gentlemen engaged in the cattle business having headquarters in Barbour County, Kansas, whose herd are now and have for some time past been grazing on the Cherokee Indian lands south of and immediately adjoining the Kansas line, the Indian authorities consenting thereto and collecting an annual head tax; that you desire to largely increase your herds, and in order to save expense of herders and to prevent straying, and also to avoid contact with cattle driven north from Texas, which produce contagion, you desire to surround your grazing grounds with a wire, fence or barrier; but that your rights on the Indian lands being now only defined by an annual license granted by the Indian authorities, you do not feel justified in investing large sums of money unless you can have a license to graze thereon for a term of years.

You therefore request to be officially advised whether this Department will permit you to negotiate with the Indian authorities for a permit to graze on said lands running for a term of years, and whether the Government will recognize and if need be protect your property right in such license or permit. You further add that it is not the intention of the parties whom you represent to make any settlement upon the Indian lands, but to keep your headquarters on the Kansas side of the line.

In reply I have to state that under the terms of the treaty of 1866 the right of possession of and jurisdiction over all that part of the Cherokee country west of the ninety-sixth degree is in the Cherokee Nation until the same is sold and occupied by such friendly Indians as the Government of the United States may see fit to settle thereon.

The matter of permits to graze cattle upon said lands is one which is regulated by the internal laws of the Cherokees, which laws it may be remarked also prohibit the leasing of real estate in the Nation to any person other than a citizen of the Indian Territory.

Independently of these considerations this Department, representing the Government in its character of equitable trustee for friendly Indians whom it may hereafter desire to settle upon said lands, could not approve of any act or legislation of the Cherokee Nation which would interfere with the due execution of such trust.

Very respectfully,

H. PRICE,
Commissioner.

J. W. STRONG, Esq.,
Care of Bateman & Co., 1517 Pennsylvania Avenue, city.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

December 28, 1882.

SIR: I have the honor to acknowledge the receipt by your reference of a communication, without date, from C. M. Scott, of Arkansas City, Kans., indorsed and filed by Hon. Thomas Ryan, with reference to permits granted by the Cherokee authorities to certain parties, citizens of the United States, to graze cattle on lands west of the Arkansas River, in the Indian Territory, and the rights of the respective parties thereunder. Mr. Scott states, in substance, that, under date of September 30, 1882, a permit or license was granted himself and one Topliff (Scott and Topliff), by the Cherokee authorities, to graze cattle on the lands in question, a copy of which is inclosed in his letter; that before the expiration of thirty days after the payment of the stipulated tax, one Spence Stevens, and one Jonathan Gore, representing themselves to be citizens of the Cherokee Nation, appeared upon the ground in company with one _____, representing the Pennsylvania Oil Company, and proceeded to fence in 200,000 acres, lying one half mile south of the south line of the State of Kansas, and east of the Arkansas River and north of the Ponca Reservation, being about 18 miles square; that they (Scott and Topliff) protested against the fencing, claiming the right to graze or range on the land, the privilege for which they had paid, &c., but that their protest was ignored, and that the posts are now on the ground ready for the barbed wire. Mr. Scott further states that this movement takes in almost their entire range, cuts them off from water and the hay they have stacked for the winter, and virtually compels them to seek a range elsewhere; that in addition to the great inconvenience resulting to themselves, it will close the roads over which the United States mail passes daily, necessitating the opening of gates, and, in case of high water, when the regular crossings cannot be used, the carriers of the mail will be brought in contact

with the fence where there are no gates. He also states that this company, in addition to fencing the land, are erecting permanent substantial houses, having a citizen of the Cherokee Nation claim them, and, in conclusion, he asks for the removal of the fence and the protection of their rights under the permit, hereinbefore referred to.

The honorable Attorney-General, in opinion dated February 25, 1880 (16 Opinions, 470), held that the Cherokee Nation has no right to settle its citizens on the lands west of the 96° mentioned in the sixteenth article of the treaty of 1866, and that where persons claiming to be citizens of the Cherokee Nation settle upon these lands their removal by the military is justifiable. Therefore, any settlement or improvement made on the lands in question by citizens of the Cherokee Nation, or by other parties through them, is unauthorized, and in violation of law. Neither have the Cherokees, in their national capacity, the right to make settlement and improvement, or to authorize the same, on the lands in question.

This right, I understand, the Cherokee authorities do not claim, and that they have not authorized such settlement and improvement.

Certainly no white person has any right to make settlement and improvement on these lands.

As an additional evidence of the wholesale extent of these operations, the "Comanche Pool," a Kansas stock company, are said to have fenced a tract of about 20 by 50 miles east of the Red Fork, bordering on the Kansas State line; the "Eagle Chief Pool," another stock company, a tract of about 25 by 35 miles east of the Comanche Pool; and one Drum a tract of about 15 by 20 miles, still further east; besides numerous smaller tracts, all fenced, under the names of individual Cherokees, who receive from \$500 to \$2,500 for the privilege of their names. Drum is said to have a two-story house for a commissary department on the tract fenced by him, and one Schlupe a building of like character.

At the last session of the Cherokee legislature a bill was passed declaring all inclosures for pasture purposes on lands west of the 96° in the name of individual Cherokee citizens unlawful, and for confiscation of the fences, &c., unless removed within a stated period. This bill appears to have been vetoed by Chief Bushyhead.

There should be an end put to this unauthorized settlement and improvement. The protection of the rights reserved to the Government by the sixteenth article of the treaty of 1866 demands that speedy and summary steps be taken in this matter. These reserved rights are sufficient to justify the interference of the Government; and besides, we have the intercourse laws for our protection. I have the honor, therefore, to recommend that the honorable Secretary of War be requested to direct the proper military officer to furnish, upon the written request of John Q. Tufts, agent at the Union Agency, a sufficient number of troops to remove or destroy all improvements of every character made upon the lands in question, or material upon the ground for that purpose. The agent will be instructed to notify all parties who have made improvements or contemplate making them that all such improvements and all material upon the ground must be removed within twenty days, and in the event of failure to do so, that such removal will be made by the military.

I return herewith Mr. Scott's letter, and inclose a copy of this report.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington City, December 29, 1882.

SIR: I have the honor to inclose herewith a copy of a report by the Commissioner of Indian Affairs of the 28th instant on the subject of unauthorized erection of improvements and fencing by certain parties on lands in the Indian Territory west of 96° mentioned in article 16 of the treaty of 1866 with the Cherokee Indians.

I concur in the recommendation of the Commissioner that the proper military officer be required to furnish, upon the written request of Agent Tufts at the Union Agency, Ind. T., a sufficient force of troops to remove or destroy all improvements of every character made upon the lands in question, or material upon the ground for that purpose, in the event of the refusal or failure of the parties making said improvements to remove the same and the materials from the lands within twenty days after due notice given by Agent Tufts for said removal.

I respectfully request that the matter receive your attention.

Very respectfully,

H. M. TELLER,
Secretary.

The SECRETARY OF WAR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 30, 1882.

SIR: The attention of this office having been called to the fact that certain parties, citizens of the United States, are fencing and otherwise improving large tracts of the lands west of the Arkansas, mentioned in the 16th article of the Cherokee treaty of 1866, the matter was laid before the honorable Secretary of the Interior by letter of the 28th instant (copy inclosed), in which it was recommended that the honorable Secretary of War be requested to direct the proper military officer to furnish, upon written request by you, troops sufficient to effect the removal of all improvements of every character, or material for that purpose, upon the lands in question. This recommendation was concurred in by the honorable Secretary, and by letter of the 29th instant the honorable Secretary of War was requested to issue the necessary instructions. You are therefore directed to notify all persons who have made improvements of any character upon these lands, or who have material upon the ground for that purpose, that all such improvements and material must be removed from the lands referred to within *twenty days* from receipt of notice, and that in the event of failure or neglect to remove the same within the time limited the removal will be made by the military.

At the expiration of the twenty days, if necessary, you will call upon the proper military officer for the necessary troops, and proceed to remove or destroy all of the improvements and material that may be found on the lands named.

You will make due report of your action to this office.

Very respectfully,

H. PRICE,
Commissioner.

JOHN Q. TUFTS, Esq.,
United States Indian Agent, Union Agency, Ind. T.

WAR DEPARTMENT,
Washington City, December 30, 1882.

SIR: I have the honor to acknowledge the receipt of your letter of the 29th instant, indorsing a copy of a report made by the Commissioner of Indian Affairs on the subject of unauthorized erection of improvements and fencing by certain parties on lands in the Indian Territory, and concurring in the recommendation of the Commissioner that the proper military officer be required to furnish, upon the written request of Indian Agent Tufts, at the Union Agency, Ind. T., a sufficient force of troops to remove such unauthorized improvements, &c.

In response I beg to state that I would be glad to be advised of your views as to what provision of law there is which would protect military officers and troops in removing and destroying the improvements mentioned in your letter.

Very respectfully, yours,

ROBERT T. LINCOLN,
Secretary of War.

The SECRETARY OF THE INTERIOR.

WASHINGTON, D. C., *January 2, 1883.*

SIR: In a recent conversation had with you I am satisfied I omitted some facts which will be of value to you in the action you are about to take in the matter of removing improvements made by cattle-men in the Cherokee outlet, and I have taken the liberty of reducing my statements to writing.

It seems that a wealthy corporation known as the Standard Oil Company has taken possession of a large tract of land, under a right obtained from an individual citizen of the Cherokee Nation, and has proceeded to inclose the same with a fence. Complaint is made to your Department that said company has inclosed lands, the use of which belonged to other and smaller stock-men, who held leases from the Cherokee Nation, and the Government is asked to interfere to protect the weak against the aggressions of the strong.

It appears, further, that your Department has decided and is about to issue an order for all stock-men to remove their fences from the Cherokee outlet.

There is no doubt but these individual conflicts, being brought to officers of the Government for settlement, are vexing; but is the remedy you propose the proper one? Is it a just one, and is it a remedy at all? There is a large amount of money invested in the enterprise of grazing cattle on these Cherokee lands. Four years ago the legislature of the Cherokee Nation fixed a rate of taxation for stock-men to pay for the privilege of grazing on these lands, and by this act all were invited to

bring in their herds and occupy the country; all being treated as equals and each taking as large a district or ranch as, in his judgment, he required. As the tax fixed by the Indians was so much per head, it was a question for them to ascertain how many cattle their tenant held, and not how many acres he occupied. As the business proved successful, not only were the profits used to increase our herds, but new capital was attracted to the enterprise, and ranch room became scarce. As the country became crowded with herds we had to change our system of handling cattle, and abandon the neutral ground, marking the divisions between our ranches, and especially during the winter did we let our herds mingle together as one herd, and so range over the whole Cherokee strip. By this system of herding we lost many cattle. It was particularly hard on the owners of small herds, and very destructive to the interests of those who were breeding cattle, as many calves were lost by being handled with such large herds of steer cattle. This state of things suggested the plan of separating our herds by fences, and some of the more enterprising cattle-men proposed the plan to officers of the Cherokee Government, who had established a collection office at Caldwell, Kans. The treasurer of the Cherokee Nation, Major Lipe, was present and took part in the discussion. He stated that he had no power to authorize fencing, but, for himself, he had no objection to the plan, and could not see as his people could have any objection; that they expected we would pay our tax promptly at the rate fixed by law, and that they should expect neither more nor less if our cattle were guarded by a fence instead of being controlled by riders. He could not authorize the fence, but he certainly could not forbid it, for if they rented us the land, or collected the tax by the head, we could choose our own plan of herding. At another time Treasurer Lipe expressed himself gratified that we were fencing, and said it would be approved by his people, he thought, for the reason that it would facilitate the collection of the tax. He further stated that he should warn us against one danger, namely: The treaty of 1866 between the United States Government and the Cherokee Nation reserved the right to the Government to settle friendly Indians upon these lands, and if it should be required for this purpose, the cattle-men would have to abandon their ranches and lose their improvements; and Treasurer Lipe was so careful of our interests that he repeatedly spoke of this danger, thus impressing upon me, at least, that he did not fear any other interruption to our continued possession. For one, I did then, and do now, regard this contingency a very remote one, and yet this was understood by both parties and by all interested as the only danger to our investment in fences.

I deem it of great importance to impress upon the Secretary that the act of fencing our ranches did not in any way change our status as tenants on the Cherokee lands, and it was so distinctly understood by both parties. We were to occupy the same ranches; our lines were in no case enlarged or changed thereby; we simply used a wire fence in place of men and horses to restrain our cattle within the limits of our respective ranches, which limits were understood by the Cherokee Nation and described in our leases, and acquiesced in by our neighbors who joined ranches with us.

With these facts before us let us look at the case of the Standard Oil Company and its alleged encroachments. If the situation has been fairly set forth the Secretary will readily see that the act of fencing by this company, *per se*, will give it no advantage over its neighbors, but will rather restrain it within given limits. To make it plain, we will suppose this company has acquired by lease a tract of country ten miles square. This will support the entire year 3,200 head of cattle. The company has a large capital, and desires to put upon the range 20,000 cattle, which will require by the same rule twenty-five miles square. The surrounding lands are so leased that no addition can be made to the ten miles square. Now, this company, if without fence, may buy and put upon this limited ranch 20,000 cattle. All cattle-men understand what this means, namely: That the range proper which belongs to this company will not support this large herd, and that the owners secretly intend to let about 17,000 of their cattle get off their ranch and graze upon the neighboring ranches, and it is more difficult to compel this company to keep its cattle within its own proper limits without a fence than it would be to restrain it to its proper boundary at the time of erecting its fence. Or, to make it plainer, if owners of small herds and flocks who join lines with this company cannot defend their rights and compel the company to place its fence on the proper lines, how much less will they be able to prevent the large and constantly increasing herds of this powerful neighbor from overrunning and crushing out, not only the immediate neighbors, but a whole tract of country limited only by the avarice of a wealthy combination?

It has been suggested by the Commissioner of Indian Affairs, and it has been a fear with a small class of full-blood Indians, that the cattle men would claim in time that these fences were improvements, and gave them some claim upon the country that they would not otherwise acquire. This is an error. Every man with enterprise enough to build a fence has the intelligence to know that we have no permanent rights in the Indian Territory, and can acquire none by surrounding our ranches by fences, and every fencer is prepared to surrender his ranch whenever it shall be re-

quired by the Government to settle friendly Indians upon, or to open these lands, for settlement.

I think I have shown the honorable Secretary that the contemplated order to remove all fences would not only not afford better protection to owners of small herds, but would—except for other influences, which I will explain—give this mammoth corporation license to overrun the whole country. The strongest protection which the owners of small herds have is the fence. They do not necessarily fence separately, but a number join together, thus greatly reducing the cost per acre of fencing, and putting themselves on an equal footing, so far as expense is concerned, with the larger capitalist. I know of one inclosure with no less than twenty owners, many of them poor men, and with the largest part of their property invested in their fence. I know of persons who have invested all their means in fencing, knowing that with an inclosed pasture they could get cattle to keep on shares, or they could borrow capital to stock their pasture. This class of men would be utterly ruined by the execution of this order to remove their fences. To remove, means to destroy, for the fences torn down would not bear transportation to the nearest point in the State of Kansas.

I will now explain what the other influences are which might be used to restrain the Standard Oil Company, or any other, from encroaching upon its neighbors, and I trust at the same time we may see an easy solution of the difficulty before us.

No large industry ever existed long without laws in some form, and in the cattle business on the plains we have an unwritten law, feeble at first, but as the needs grew the law grew, until now it is sharply defined, and it is this: He who moves his herd or flock upon lands not occupied at the time, acquires peaceable possession, and his right to hold is good against any who may come after him, subject, of course, to the laws of the country; and all good cattle-men will unite in enforcing this law, whether it be against the owner of a large herd or a small one. I have known several instances of alleged trespassing on the Cherokee outlet, and they have always been submitted to arbitration. They have generally been settled by neighboring ranchmen, but in some instances the Cherokee tax collectors have adjusted the differences, and in all cases they have been settled amicably.

There has never been a single instance of violence growing out of these disputes, and when one of the parties to the conflict has been a poor man his rights have been more than fairly protected in the settlement. To such a tribunal this case should have been referred, or if the stronger party would not consent to such an arbitration the oppressed party should have appealed to his neighbors or to the Cherokee authorities for protection. These parties are tenants of the Cherokee Nation, and whether they fence or not, they pay their tax, and it should be the duty of the Cherokee tax collectors to settle all conflicts growing out of ranch boundaries.

I think it will appear plain now that this case never should have been brought to Washington, but as it has been and your Department has seen fit to notice it, I would respectfully suggest that the Secretary send a competent agent to the scene of complaint and collect all the facts, and report the same for final action.

I would especially urge the Secretary to cause careful inquiry to be made as to the truth of the statements herein set forth, and also as to what effect the removal of the fences in the Cherokee outlet would have, who can be benefited thereby; what good end, public or private, would be subserved? I do not claim that we had the authority of law for what we did, but I deny that we violated any law in what we did, or in any manner infringed upon the rights of the State or the individual. It was the consciousness that what we did harmed nobody that gave us the assurance that our work would not be destroyed.

And now, in closing, we come to the most difficult part of this whole matter to explain; I mean the action of the legislature of the Cherokee Nation on the question of fencing. You are aware that at their recent session a bill passed both houses declaring fencing illegal and the property subject to confiscation.

The Cherokee Nation, in imitation of its white neighbor, has two or more political parties, and all the outs combined to attack the acts of the party in power, no matter what may be their merits. No Indian raised his voice against the system of fencing while it was being done; but, as has been stated, it was encouraged by prominent officials and good citizens of the nation; but, at the time their legislature met, stories were circulated that the party in power had sold out to the white man, and with but a feeble defense, a combination was easily made against the administration with the result indicated.

It is greatly to the credit of their executive that he had a sufficient sense of honor to veto the bill. This prejudice against the white man amongst a portion of the Cherokees we still have to contend with, but when all the facts are fairly put before them, I am willing to trust the matter in their hands.

We took this chance when we invested in fences, and whatever may be the outcome we will not complain. But we never did reckon on our own Government being against us, and we confidently expect, when these statements and opinions are found

to be fairly correct, that the Interior Department will at least do no act unfriendly to the interests of the frontier stockmen.

I am, sir, very respectfully, your obedient servant,

B. H. CAMPBELL.

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

(Indorsed:) Referred to Indian Office April 27, 1883.

TITUSVILLE, PA., *January 2, 1882.*

(Received Office Indian Affairs January 8, 1883.)

Commissioner PRICE: I take the liberty of sending you the inclosed article, taken from the Caldwell Post, in Southern Kansas, communicated by one of the revenue collectors of the Cherokee Nation, appointed by D. W. Lipe, treasurer of the nation. This sets forth clearly the condition of affairs, and what the Cherokee people desire. For years the people of Kansas living along the line have pastured large herds of cattle in our Territory without paying any tax to the nation. Most of the fences that are being constructed west of 96° is being done by citizens of the Cherokee Nation, receiving money from capitalists to carry on the improvements, thus enabling the authorities of the Cherokee Nation to collect their tax without trouble, and preventing non-citizens from stealing their valuable timber, which is being done every day by hundreds of wagon-loads, and thus destroying the most valuable "winter-breaks" for cattle. The fencing of this Cherokee outlet enables stockmen to use all the range to good advantage.

What our people desire is to be protected in their interests west of 96°, and be allowed to use the land for pasturage upon the plan already adopted by our authorities, not allowing United States citizens to occupy our lands without a permit from the nation, and in one or two years we will not be molested by outsiders, and will hold the land always subject to the treaty of 1866.

I write this much that you may be apprised of the facts, as the people of Kansas along the line see that if we are permitted to take possession of our own property they will be cut off from trespassing and obtaining pasture and timber without permission or paying for it.

I would be pleased at any time to give you any information you may seek in regard to this subject.

My address: Spenser S. Stephens, Vinita, Cherokee Nation, Indian Territory.

Yours, truly,

S. S. STEPHENS.

P. S.—I respectfully refer you to our revised laws of the Cherokee Nation, Chapter XII, Article II, in reference to stock grazing on our lands west of 96°.

[Inclosure.]

ARKANSAS CITY, KANS., *December 12, 1882.*

Editor Caldwell Post:

A few remarks on the proceedings of the so-called stock meeting held here, as it was my lot to be the only Cherokee present to debate the charges set forth, some of which seriously conflict with, and ignore Cherokee rights and authority on the strip. In the absence of our treasurer and in behalf of our nation, I set forth a few points in relation to stockmen on our lands west of 96° which are covered by the same patent that our homes east of 96° rest under, with but one clause in the treaty of 1866, article 16, that provides for a change of title, to wit: That the United States may settle friendly Indians on Cherokee lands west of 86°, to be in compact form, not to exceed 160 acres per head, to be valued by parties in interest and paid for, &c. Then follows last clause in same article which declares the Cherokee Nation to retain the right of possession and jurisdiction over the same until thus sold and occupied, &c. Same treaty, article 26: The United States guarantee to the people of the Cherokee Nation the quiet and peaceable possession of their country. * * * They shall also be protected against interruptions and intrusion from all unauthorized citizens of the United States who may attempt to settle on this land or reside in their territory. But, one remark here: if a patent from the United States is valid, then we own and control all of said land west of 96° the same as east of 96°, and all rights and privileges emanating from that title to Cherokee blood east extends to the last acre west until a sale west be completed.

In regard to said meeting I will state that said resolutions read and adopted were

a declaration of war upon through cattle-men and fence-builders. Declaring wire stock-fences a monopoly that would bring Texas cattle in and drive out natives by occupying the range of the Territory to the detriment of their small herds, which they propose to stop by force of arms, each contributing according to means and number of employés.

Most of them engaged in said measures have no license and never could be induced to pay one cent for tax, while a few have paid about one-fourth due, and some of the red-hot agitators of the move own not a hoof of stock anywhere. That class want our land kept open so they can dodge State tax and use our range and timber at will. They have enjoyed comfort and wealth a long time at our expense, hence it hurts to be shut off. Fencing ranges by licensed stockmen stops the tremendous stealing of timber and beating tax on our range, while it could have no more to do with driving out native cattle by Texans than herds held by horsemen would. Their bitterest animosity was directed against through cattle and moneyed men, the very source we derive our greatest revenue from, and which acquire their right under our law granting grazing license on all stock. To satisfy their demands we would have to shut off all through herds and only admit little herds of Kansas cattle.

It is a well-known fact that Kansas quarantine laws cut cattle-men off from market, forcing them back on the Territory, and causing them to make terms with the Cherokee Nation to graze under license upon their land west of 96° and joining Kansas on the south.

Said men authorized an honorable stock association and act in concert with Cherokee authority. Erecting wire stock guards to hold herds was an enterprise of their own under the control of individual Cherokees, to reduce expense and prevent loss by drift (during storms); also to shut out deadbeats and keep their stock out of Kansas herd law damages. They do inclose some small herds under license that refuse to take an interest, but only to the extent that a pool of herds held by herdsmen do, with no more right or tendency to drive them out.

Said fence enables stockmen to use all the range to good advantage and leave no great waste for dividing grounds between herd lines, thereby increasing our revenue.

No licensed herd can be turned out, and the Cherokee Nation will protect all alike, but cannot exclude one class of stock in favor of another. None are forced into the nation to take the chances. The above facts have been called forth to correct false rumors and impressions now existing with many people, and are submitted solely with that view.

JOHN W. JORDAN.

"Chieftain" at Vinita will please copy. — J.

JANUARY 2, 1883.

To the Hon. Secretary of the Interior and Commissioner of Indian Affairs:

We, the undersigned, cattle-raisers in the Cherokee outlet, or strip, in the north-western part of the Indian Territory, would most respectfully pray that the order to remove fences in said strip be withdrawn, or the time for removal extended till the facts are fully made known to you.

We state that we represent more than 90 per cent. of the cattle-growers, both large and small, in said strip. That all cattle-men concur in the wisdom of fencing; that we all pay taxes to the Indians, they deriving a large revenue from us, and that all fences have been made with their consent. That we are not seeking permanent ranches or making permanent improvements or structures, but distinctly avow that we hold only subject to said Indians and the Government, and that our fences are built only for the more economical use of the land.

Signed by E. M. Ford; A. Drumm, of Drumm & Snider; Eli Titus; Hewins & Titus; A. G. Snider, of Drumm & Snider; P. Montgomery; Jesse Evans; Underwood, Clark & Co.; The Texas Land and Cattle Company, by Underwood, Clark & Co.; The Kansas City Cattle Company, by F. L. Underwood, president; Henry Jayne; W. A. Clark; C. M. McClellon (Cherokee citizen); W. H. Harrelson, Eagle chief Pool, Indian Territory; Ewell Brothers, Eagle chief Pool, Indian Territory; Sluff & Ballenger, Eagle chief Pool, Indian Territory; Sherlock & Mills, Eagle chief Pool, Indian Territory; F. E. Bates; Finis Y. Ewing; W. B. Ewing; Thomas George; J. L. Kellogg; Gregory, Eldred & Co.; Stone & Larimer; I. W. Broderick.

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Signed by Evans, Hunter & Newman, Comanche Pool; E. W. Payne; R. Kirk; W. A. Clinkscales; J. M. Rawlins; R. W. Phillips; R. J. Clinkscales; Lee Clinkscales; Wm. Blair; Henry Barnett; W. P. Ewing; Finis Y. Ewing; Ira Boon; Peter Chase; L. J. Lamont; Thos. M. Potter; David Stith; D. L. Yates; R. L. Gregory; John Wilson; M. Strong; W. R. Colcora; J. A. McCarty.

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Signed by J. C. Pryor & Co.; T. F. Pryor & Co.; Ben. S. Miller; A. L. Raymond; Reed & Wood, per K; S. Tuttle; Z. Tuttle; S. T. Tuttle; Bridge & Wilson; A. McLain; F. E. Bates & Co.; H. Hodgson & Co.; M. H. Bennett; Wheeler Timberlake; J. A. Blair & Co.

KINGMAN, KANS., January 3, 1883.

DEAR SIR: I have spent the summer in Kansas and thus far the winter. I am engaged in the sheep business, having purchased a ranch of 1,600 acres 40 miles from the line of the Indian Territory, and stocked it with 1,600 head of fine merino ewes, and purpose breeding sheep. Together with the business just mentioned, I am also familiar with the cattle business, as it is carried on in the Territory. It is that that I wish to speak of. The Territory is full of cattle, and there is a great deal of trouble among stockmen, growing out of the fact that companies of heavy capital have leased great tracts of land for grazing purposes, and are fencing, to the detriment of companies of smaller capital; hence there is a bad state of affairs, with a good prospect of growing worse. It strikes me that if the Government would take charge of the Territory lands, and lease or rent the grass on the same for the benefit of the Indians, and collect the rent for the privilege of grazing, that there might be an immense revenue obtained from that source, as the amount of cattle on the lands is very great.

Now I see no reason why the Government will not rent the grass, and make it a profitable source of revenue through its agent for the benefit of the Indians. It looks to me as though some such course will have to be followed by the Government, or put all cattle men out of the Territory in order to keep things quiet.

I expect to leave for Urbana next week, intending to stay the remaining part of the winter, and would be glad to hear from you at that place.

Very respectfully,

E. W. STAFFORD.

HON. J. WARREN KEIFER,
Speaker of the House, Washington, D. C.

[Indorsement.]

WASHINGTON, D. C., January 18, 1883.

Respectfully referred to the Secretary of the Interior. This man is a most intelligent and reliable man, and his statements, &c, can be relied on.

J. WARREN KEIFER.

WASHINGTON, D. C., January 3, 1883.

SIR: I am requested by a letter from Spencer S. Stevens, a Cherokee citizen by blood, to appear for him, before you, in regard to his occupancy of a tract of land in the Cherokee country, west of 96°.

Mr. Stevens, during the last summer, inclosed with a fence a tract of land in the Cherokee country, west of 96°, with the intention of occupying it personally. With that intention he has given up his former business, a teacher in the nation, and is arranging his business so as to occupy such land. It is best adapted for grazing, and is in the midst of the grazing country. In the mean time, and that the nation may not lose the benefit of the grazing tax, the tract so inclosed by him is used to its fullest extent by the cattle owners and herders in his name, they paying the usual tax to the Cherokee national treasurer.

The only question which can be raised in this matter is: has a Cherokee citizen a right to inclose an improvement, large or small, for his own use, west of 96°. There is no Cherokee law forbidding a citizen inclosing any quantity of land within the Cherokee country east of 96°, and holding it as his own. As the treaty of 1866 only gives the United States the right to purchase west of 96° for certain purposes, and upon certain conditions, and it has not yet been purchased, and until so purchased, the Cherokee Nation, holding the patent, and having by said treaty possession and jurisdiction of the land in which Mr. Stevens' "improvement" is located, it is submitted that he should not be ousted or his fence destroyed or removed.

He prays that you will order the agent, Colonel Tufts, not to molest him or his fence or to suspend action until he can be fully heard before this Department and his rights determined.

N. REEVE,

Attorney for Spencer S. Stevens, 64 Corcoran Building, Washington.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

WASHINGTON, January 5, 1883.

SIR: On behalf of Spencer S. Stevens, a Cherokee claiming possession of a tract west of 96°, and the right to maintain a fence inclosing same, I respectfully submit in addition to my former communication:

Your Department has no jurisdiction over such territory west of 96° except to eject intruders upon application of the chief, or in pursuance of some law of the Cherokee Nation. As I learn, no such application has been made, and no law against fencing has been made.

The fences are now there, at least by sufferance of the nation, the treasurer knowing the fact and not forbidding it, and accepting rent, as per capita cattle tax, from persons maintaining the fences. If the fences are a wrong toward the United States Congress could easily pass a remedial law, providing it has the power under the treaties to exercise any jurisdiction, which I deny. If Congress has no right certainly the Department of the Interior has none, and the Hon. Secretary is too good a lawyer to take the responsibility of destroying a million dollars of property upon his own "*ipse dixit*."

I have my own private views upon this fence matter, as well as other matters pertaining to Indian relations, but it is pertinent to say that the Cherokees are very intelligent as well as rich, and if they pass no law in regard to this matter that should be the end of it. If in the absence of a law which they could provide, their lands become somewhat monopolized, it will be a useful lesson to them. To use an expression of the highest United States official in the Indian Territory, applied to those Indians, "Let Mr. Indian be swindled once in awhile by one of his own adopted citizens and he will learn something."

If your order to destroy the fences is maintained I ask to see the papers upon which the order is founded.

Very respectfully, your obedient servant,

N. REEVE,

Attorney for Spencer S. Stevens.

The SECRETARY OF THE INTERIOR.

UNITED STATES INDIAN SERVICE, UNION AGENCY,
Muskogee, Ind. T., January 3, 1883.

SIR: Referring to office letter dated December 30, 1883, (L.) I have the honor to report that a number of "wire-fence" men and "anti wire-fence" men from the Cherokee country west of the Arkansas River have been at this office on business in regard to the removal of the wire fence from that country as directed by the honorable Commissioner of Indian Affairs.

The "wire-fence" owners claim they have been condemned without a hearing—*ex parte* statements—and that they have invested \$100,000 in building these fences with the consent of the Cherokee authorities, and, as they thought, not in violation of any law.

There seems to be so much money invested and so much excitement at its destruction that I am of the opinion that it would facilitate the settlement of the matter and give better satisfaction to all parties if a hearing could be granted and a full report to your office.

So far as the time and labor are concerned, I would prefer to go to that country, investigate and report than to be bothered with them here and the correspondence growing out of the trouble.

If I thought best at the office to grant these parties a hearing, I would respectfully suggest that the investigation take place at as early date as possible.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

UNITED STATES INDIAN SERVICE, UNION AGENCY,
Muskogee, Ind. T., January 4, 1883.

SIR: Referring to office letter dated December 30, 1882 (L), I have the honor to report that I have notified the parties as directed, fixing the date on which all improvements must be removed February 1, 1883.

The impression seems to be that some arrangement will be made by which the Indian Office will not carry out the present intention to remove those improvements.

If any other course is decided upon by the office, I respectfully ask that I be informed by telegraph. At the expiration of the time given, if the wire fences and other improvements are not removed, I shall take steps as directed to remove them.

If improving that land is to be stopped, it should be done at once, or permission given to all persons to improve as they may see fit, by permission from the Cherokee authorities.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Telegram—Received Office Indian Affairs, January 8, 1883.]

KANSAS CITY, MO., *January 5, 1882.*

Hon. ARTHUR P. GORMAN,
United States Senate Chamber, Washington, D. C. :

Secretary Teller has passed order directing removal of fencing and herders from Cherokee outlet strip within twenty days from date of order. This order deeply affects important and honestly established interests in behalf of cattle-men.

Let me ask you to procure from Secretary Teller postponement of action on this order until the Cherokee Nation make its wishes known to Administration. I am here looking into this business. You will confer a great favor upon me. Will explain fully when I come East. Please answer if favorable or unfavorable to Saint James Hotel, Kansas City.

JNO. L. MCATEE.

[Telegram—Received Office Indian Affairs, January 8, 1883.]

KANSAS CITY, MO., *January 5, 1882.*

Hon. HIRAM PRICE,
Washington, D. C. :

Am writing you concerning Secretary's order ordering removal of cattle from Cherokee strip. Please have action suspended until we can be heard from.

UNDERWOOD, CLARK & CO.

[Received Office Indian Affairs, January 9, 1883.]

KANSAS CITY, Mo., January 5th, 1882.

DEAR SIR: I have just telegraphed you as follows:

"Am writing you concerning Secretary's order ordering removal of cattle from Cherokee strip. Please have action suspended until we can be heard from"—which I hereby confirm.

The order of the Secretary, if carried out at the present time, would work a great injury to a great many men engaged in a legitimate business, and who are entitled to some consideration, and would cause a loss of hundreds of thousands of dollars' worth of property.

The order is arbitrary and at the present moment unjustifiable, as there is no range to which these cattle can be moved, and the men owning the cattle, have I believe in almost every instance, paid a reasonable sum for privilege of grazing on these lands. In my case we have been there several years and have been prompt in paying the taxes imposed upon us by the Cherokee Government, which has amounted to several thousands of dollars every year. These cattle owners are occupying lands which are unavailable for every other purpose than grazing, and which can never be utilized for any other purpose.

I believe it is for the best interest of the Indians that these lands should be grazed, and that they should be the recipients of the taxes paid by us.

If you should desire it, our Mr. Wilson will personally visit Washington and lay the matter before you.

Very truly, yours,

F. L. UNDERWOOD.

Hon. HIRAM PRICE,

Commissioner of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

January 6, 1883.

SIR: I am in receipt, by Department reference for report, of a letter from the Hon. Secretary of War, dated the 30th ultimo, wherein referring to Department request, based upon recommendation of this office of the 28th ultimo, for the assistance of the military in the removal of unauthorized improvements and fencing erected by certain parties on the Cherokee lands, west of the 96° Indian Territory, he asks to be advised of the views of this Department, as to what provision of law there is which would protect military officers and troops in removing and destroying such improvements.

In reply I have the honor to state that whilst I do not find any specific provision of law authorizing in terms the military to remove or destroy unauthorized improvements on Indian lands, I do find sundry treaty and statutory provisions guaranteeing the Cherokees against intrusion and settlement by United States citizens on their lands, and empowering the President to use and employ the military forces to remove intruders from Indian lands; and I submit that the power to remove intruders carries with it as a necessary incident the power to remove all unauthorized improvements.

In the recent removal of D. L. Payne and others from the Oklahoma lands, the military forces did not hesitate to remove the teams, wagons, and other equipments of the intruders, but took the entire outfit out of the Territory.

Article XXVI of the Cherokee treaty of July 19, 1866 (14 Stat., 806), guarantees to the people of the Cherokee Nation protection "against interruptions or intrusion from all unauthorized citizens of the United States who may attempt to settle on their lands or reside in their Territory."

Article XXVII of the same treaty declares:

"And all persons not in the military service of the United States, not citizens of the Cherokee Nation, are to be prohibited from coming into the Cherokee Nation, or remaining in the same, except as herein otherwise provided, and it is the duty of the United States Indian agent for the Cherokees to have such persons, not lawfully residing or sojourning therein, removed from the nation, as they now are, or hereafter may be, required by the Indian intercourse laws of the United States."

Section 2118 Revised Statutes (intercourse act, June 30, 1834) provides:

"Every person who makes a settlement on any lands belonging, secured, or granted by treaty with the United States to any Indian tribe, or surveys or attempts to survey such lands, or to designate any of the boundaries by marking trees or otherwise, is liable to a penalty of one thousand dollars. The President may moreover take such measures, and employ such military force, as he may judge necessary to remove any such person from the lands."

Section 2147 (*ibid*) provides:

"The Superintendent of Indian Affairs and the Indian agents and sub-agents shall have authority to remove from the Indian country all persons found therein con-

trary to law, and the President is authorized to direct the military forces to be employed in such removal."

Section 2150 (*ibid*) enacts, that

"The military forces of the United States may be employed in such manner and under such regulations as the President may direct.

"First. In the apprehension of every person who may be in the Indian country in violation of law, and in conveying him immediately from the Indian country by the nearest convenient and safe route to the civil authority of the Territory or judicial district in which such person shall be found, to be proceeded against in due course of law.

"Second. In the examination and seizure of stores, packages and boats, authorized by law.

"Third. In preventing the introduction of persons and property into the Indian country contrary to law; which person and property shall be proceeded against according to law. * * *

The United States court for the western district of Arkansas (to which district the Indian Territory is attached) has only a limited jurisdiction in respect of crimes and punishments as regulated by the intercourse act of 1834.

Under the treaty and statutory provisions above cited, I submit that it is quite competent to the President to direct the employment of the military in the removal of the fencing and improvements referred to, and I am at a loss to perceive what personal responsibility attaches to the military officers and troops in carrying out his orders. As a matter of fact, I understand that the Cherokee authorities do not so much desire the removal of the stockmen from whom the nation derives considerable yearly revenue for grazing privileges, as the breaking up of a system of apparent ownership which is sought to be exercised over these lands by inclosing large tracts in the names of individual Cherokees who have nothing more than a right in common with other members of the nation.

It must be apparent that apart from the illegality of the proceeding, the tendency of such a system is to create monopolies in the hands of a few moneyed individuals and corporations to the exclusion of the many less favored, and unless promptly checked by the strong arm of the military must inevitably lead to further and greater complications.

The United States has a joint interest with the Cherokees in the protection of the lands west of 96°, against all encroachments in the nature of settlements, and in the maintenance of its treaty privileges, is, in my judgment, under the opinion of the Attorney-General referred to in my report of the 28th ultimo, justified in removing all fences and other improvements illegally placed on said lands, and restoring them to their normal condition.

The letter of the Hon. Secretary of War is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, January 8, 1883.

SIR: In reply to your letter of the 30th ultimo, requesting to be advised as to the views of this Department "as to what provision of law there is that would protect military officers and troops in removing and destroying" fencing and other improvements erected by unauthorized persons in the Indian Territory west of the 96th degree, as requested in Department letter of December 29, 1882, I have the honor to inclose herewith, for your information, a copy of letter of the Commissioner of Indian Affairs of 6th instant, reciting the provisions of treaties and laws bearing upon the subject.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

[Telegram.]

MUSKOGEE, IND. T., *January 9, 1883.*

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C. :

Has order to remove improvements from Cherokee lands west of Arkansas River been rescinded?

TUFTS, *Agent.*

[Telegram.]

OFFICE OF INDIAN AFFAIRS,
January 10, 1883.

TUFTS, Agent, Muscogee, Ind. T. :

Order to remove improvements has not been rescinded, but has been referred to military authorities.

H. PRICE.

UNITED STATES SENATE CHAMBER,
Washington, January 10, 1883.

MY DEAR SIR: F. Y. Ewing, of Nevada, Mo., whom I know well, and who is an honorable and reliable gentleman, has lands fenced in in what is called Cherokee strip, in Indian Nation, and has cattle there and has had for some years, and has been paying regularly the agreed tax or rent to the Indians or to the Cherokee Nation—has been acting under their direction and with their approval.

He advises me that Chief Bushyhead is expected here very soon to lay the matter before you; and that it would work great hardship and injustice, and entail heavy losses, to be compelled within the twenty days named in your recent order to tear down his fences, temporarily constructed to prevent cattle being driven south by northern winds or storms. Some time ago, year or more, in behalf of Mr. Ewing and Col. W. L. Stone, his associate, I addressed you or the Commissioner of Indian Affairs about securing a lease on grazing lands, and received a reply, which I forwarded to Colonel Stone, of Nevada, Mo. I presume they have acted under and according to the terms of that letter.

It is mid-winter, severe weather, and your order gives but precious little time for action. In view of these facts I most respectfully submit to you whether it is not best for the interests of the Indians—for the interests of all parties in fact—to postpone the execution of that order until the Indian authorities can lay before you the exact situation, and all their actions and the surroundings. And then, after full hearing, such action can be taken as will protect the Indians in all their best interests, and not entail any serious losses upon parties there by permission of Indian authorities. It does seem to me that this course and the postponement of the recent order would be equitable and just. So believing, I submit same for your favorable action.

Yours truly,

F. M. COCKRELL.

Hon. HENRY M. TELLER,
Secretary of the Interior.HOUSE OF REPRESENTATIVES,
Washington, D. C., January 12, 1883.

SIR: One of my constituents writes that he has some cattle on the Cherokee outlet, that there is a rumor an order has been issued by the Interior Department all such stock must be withdrawn. I will be greatly obliged for any information you may see proper to impart bearing on this subject. He is much alarmed, as he is not at this time prepared to provide for his stock elsewhere.

I have the honor to remain, very respectfully, &c.,

NICH'S FORD.

Hon. SECRETARY OF INTERIOR.

ANTHONY, KANS., January 12, 1883.

DEAR SIR: A meeting of what is known as the Cherokee Strip Stockmen's Association held in Topeka, Kans., on the 18th day of January, 1883, has, by resolution and committee, appealed to you in behalf of the owners of 90 per cent. of the cattle held on said Cherokee strip (or outlet.)

I wish to call your attention to the interest and right of a much larger number of persons, the owners of the remaining 10 per cent. of stock held in said Cherokee outlet, whose interest appears not to have been mentioned at said meeting.

Many men of small means have or have had stock on the Cherokee outlet, and have paid and are willing to pay the rate per head paid by the large owners, but they are continually crowded out. This is accomplished first, by fencing, and secondly, it is claimed that when found straying that they are in no case turned homeward but driven in the direction where they will meet with large herds and become so mixed that it becomes impossible to find their whereabouts or get them back; they then re-

main until they are wanted as "mavrocks" for the tables of the large holders of stock, or become the rich man's spoils when marked.

These large owners of stock, or the Cherokee Strip Stockmen's Association, as they call themselves, are composed, no doubt, of honorable men; in fact, I know some of them to be such, fully equal to the standard that money men and corporations assume, but it appears, in some instances, that they have not been fully able to control their employés who look out for their interest.

Now, unless it is the settled policy of the Government to permit men and corporations of great wealth to absorb that region, it is plain that the exclusive occupation of such large tracts should not be countenanced to the detriment of those who have small means.

It has been stated by some papers that the objection to large cattle men as made by the small ones is, that the small wants to steal timber.

I am fully satisfied that all of the small stock-owners have not cut as much timber as any one of the large stockmen who have fenced in from ten to twenty miles square.

Yours, truly,

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

J. A. MCPHEE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 16, 1883.

SIR: Referring to office letter of the 30th ultimo, relative to the removal of fencing and improvements erected on the Cherokee lands west of 96°, and to your letters of the 4th and 5th instant in connection therewith, you will report to this office as early as practicable:

1st. How much fencing has been done on the lands in question.

2d. To whom do the fences belong.

3d. Name of each individual, company, or organization claiming to own such fences, and the quantity claimed by each.

4th. How long since fencing was commenced.

5th. What effect has such fencing had upon legitimate trade and travel, and also upon mail routes.

6th. What effect upon preservation or destruction of timber on said lands.

You will suspend all further operations under office letter of the 30th ult. until a full report, as called for above, is made, and action had thereon by this Department, and communicated to you. Please acknowledge receipt hereof.

Very respectfully,

H. PRICE,
Commissioner.

JOHN Q. TUFTS, Esq.,
United States Indian Agent, Union Agency, Ind. T.

WICHITA, KANS., January 18, 1883.

MY FRIEND: I have closely observed all the moves concerning fencing up the grazing lands in Cherokee outlet, Ind. T.

The latest noted is that Hon. Secretary of the Interior has decided to send a special agent to investigate the whole matter. Assuming that you are fully posted in the whole matter, and know of my special experiences in the Southwest and fitness for the duties proposed, I ask you to present my name, with such recommendations as truth will warrant, to the Hon. Secretary of the Interior, as a suitable person for the duties of special agent.

I am sure the Census Office would fully certify to my special fitness for the duties named. I have just written to Col. W. A. Phillips, attorney for Cherokee Nation, and think he will aid me also. If other indorsements are needed I can procure them.

I will be glad to receive a letter from you concerning this matter.

Courteously, yours,

J. G. McCOY.

P. S.—If it is needful to telegraph me concerning this, it will be at my expense.

Yours,

J. G. M.

HON. R. T. VAN HORN,
Washington, D. C.

[Indorsement.]

HOUSE OF REPRESENTATIVES,
January 22, 1883.

Respectfully referred to the Secretary of the Interior with the statement that the writer is a first-class man—the pioneer of the Texas cattle trade with the northern pasture lands. He was agent of the Pension Bureau for collecting the live-stock statistics of the West, and known to the trade of all the great West. He would be the right man in the right place in this case.

R. T. VAN HORN.

WASHINGTON, December 15, 1882.

SIR: This Department has in operation mail route No. 32128, from Arkansas City, Kans., by Ponca Agency, Red Rock, and Pawnee Agency to Sac and Fox Agency, Ind. T.

The postmaster at Arkansas City, under date of the 11th inst., makes the following statement, viz:

"Some parties from the East are now fencing up large tracts of grazing land in the Territory south of us here, within 1 mile of the State line and about 5 miles from town, and extending several miles east and west and some 20 miles south. They are fencing in the name of one Cherokee, who says he has the right to fence all the land he wants, and they promise to leave the gates open at the different roads, which have been made by travelers, on one of which the mail runs between here and Ponca, Red Rock, Pawnee, and Sac and Fox Agencies. * * * Now I claim, as also the subcontractor, that these gates, so far apart, are going to hinder and delay the mails and cause trouble, especially when the creeks are up, near the north line of this fence, and inside of it, causing the drivers to go many miles out of their way, if they cannot cross at the particular point on the road where these gates are put, to find a way of getting through."

Will you please inform this Department whether this obstruction to the mail service is allowed in the Indian Territory by your Department.

You will readily perceive that the delays and uncertainties in the mail service will be greatly increased, and as the route referred to conveys all the mails for the offices named, with the exception of Sac and Fox Agency, the officials of your Department will be the parties who will be obliged to submit to the inconveniences recounted by the postmaster at Arkansas City.

Respectfully, your obedient servant,

T. O. HOWE
Postmaster-General.Hon. H. M. TELLER,
Secretary of the Interior, Washington, D. C.DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 19, 1883.

SIR: I am in receipt by Department reference of a communication from the honorable Postmaster-General, informing this Department that the postmaster at Arkansas City, under date of the 11th ultimo, makes the following statement, viz:

"Some parties from the East are now fencing up large tracts of grazing land in the Territory south of us here, within 1 mile of the State line and about 5 miles from town, and extending several miles east and west and some 20 miles south. They are fencing in the name of one Cherokee, who says he has the right to fence all the land he wants, and they promise to leave the gates open at the different roads which have been made by travelers, on one of which the mail runs between here and Ponca, Red Rocks, Pawnee, and Sac and Fox agencies. * * * Now I claim, as also the subcontractor, that these gates, so far apart, are going to hinder and delay the mails and cause trouble, especially when the creeks are up near the north line of this fence and inside of it, causing the drivers to go many miles out of their way, if they cannot cross at the particular point on the road where these gates are put, to find a way of getting through."

The honorable Postmaster-General desires to be informed "whether this obstruction to the mail service is allowed in the Indian Territory by your (this) Department," and suggests "that the delays and uncertainties in the mail service will be greatly increased, and as the route referred to conveys all the mails for the offices named,

with the exception of Sac and Fox Agency, the officials of your (this) Department will be the parties who will be obliged to submit to the inconveniences recounted by the postmaster at Arkansas City."

You will at once investigate the subject matter of the foregoing complaint, and in order that this office may be enabled to furnish the required information to the Department, you will ascertain by and under what authority the fences and gates aforesaid are being erected, and make your report thereon to this office as early as practicable.

Very respectfully,

H. PRICE,
Commissioner.

LEWELLYN E. WOODIN, Esq.,
United States Indian Agent, Ponca, Pawnee, and Otoe Agency, Ind. T.

[Telegram.]

UNION DEPOT, KANSAS CITY, Mo.,
January 20, 1882.

I would respectfully claim that the parties in possession of ranges like ourselves, willing to pay tax as in Cherokee strip or on any proper terms, ought not be displaced by others.

A. T. BABBITT,
Of Standard Cattle Company,
By R. W. ALLEN.

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

UNITED STATES INDIAN SERVICE, UNION AGENCY,
Muskogee, Ind. T., January 22, 1883.

SIR: I have the honor to acknowledge receipt of office letter dated January 16, 1883 (L. 416, 574, 1883), directing me to investigate and report on wire-fence troubles on Cherokee outlet.

The investigation will be made and report forwarded at an early date.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

NEVADA, Mo., *January 23, 1883.*

MY DEAR SIR: Mr. F. Y. Ewing and myself are partners holding cattle on the Drift Wood Creeks and Salt Fork River, Indian Territory, south of Kiowa, Kans. Mr. Ewing went into possession and use of the range we are now occupying some five years ago; was one of the first cattle-men in that section of the country. About two years ago I went into the business with him; before doing so I prosecuted some general inquiries as to our right to graze on the Territory, and I came to the conclusion that the Indians authorities had a right to permit it. Mr. Ewing was grazing on his range with consent of the Cherokee authorities and paying taxes for the privilege, and so when I went in with him we continued along in the same way. Last spring most of our neighbors expressed a purpose to fence their ranges, if the Indians would agree to it. If others fenced, we were compelled to do so, for our range is on the Kansas line, and if the ranges south of us were fenced and ours left open, we would be overrun with the "drift." However, before doing anything, I wrote a letter to Senator Cockrell, requesting him to consult your Department as to our right not only to fence but to graze. He did so, and in reply gave me to understand that you held that the Cherokees held full control of the whole matter. That we would have to look to the Indian authorities for permission to pasture or fence, and that your Department would only see to it that the regulations provided by the Cherokees were complied with. Upon receiving this letter we arranged for fencing and did so.

We pay the Indian Government a tax for our privilege. We, last September, paid to treasurer of the Cherokee Nation about seven hundred dollars tax, and took a receipt therefor, and were guaranteed the possession of our range for one year from that time, and as long as we regularly paid our taxes.

Now, so far as we know, no objection is made from any source to our possession.

The fence is a mere temporary structure, put up simply as a convenience and a matter of economy in the way of holding our stock.

I hope you may see your way clear to allow us to hold our range under the terms of our agreement with the Cherokees. I send this letter to Senator Cockrell, with a request to present it to you and look after our interest. We do not wish, I assure you, to do anything in violation of law or the rules of your Department, but we hope to be protected from unnecessary cost and as far as possible from trouble.

Very respectfully,

W. J. STONE.

Hon. HENRY M. TELLER,
Secretary of Interior Department.

[Inclosure.]

UNITED STATES SENATE,
Washington, D. C., January 26, 1883.

MY DEAR SIR: Referring to our personal conversation about the renting of lands by Ferris Y. Ewing and partner, William J. Stone, I beg your special and favorable consideration of the inclosed letter to you written by Colonel Stone for himself and Mr. Ewing. They are both worthy, honorable, and reliable gentlemen. I trust they will not be disturbed.

Yours, very truly,

F. M. COCKRELL.

Hon. HENRY M. TELLER,
Secretary of the Interior.

NEW YORK, *January 27, 1883.*

Hon. HENRY M. TELLER,
Secretary of the Interior :

Referring to our recent conversation regarding the occupation and leasing ranch territory in the Indian Territory, I beg to place upon record the fact that the company with which I am associated are occupying certain lands in that locality, and to request that no action adverse to our interests may be taken without advising me of the proposed action, and that no privileges or rights be granted without we have opportunity to share in same on an equal basis with others.

Your kindly interest and favor to this extent will be most thoroughly appreciated by

Yours, very truly,

T. C. PLATT.

WASHINGTON, D. C., *January 30, 1883.*

DEAR SIR: I inclose herewith a communication from Chas. I. Cragin, of Philadelphia, in reference to leases in the Indian Territory, and I merely wish to add that a few gentlemen, among them Mr. Cragin and myself, are desirous of leasing a tract of land about 15 miles square, in this Territory, under such terms and conditions as are entirely satisfactory to the Cherokee Counsel and Bushy Head and you, for the purpose of cattle grazing.

We are desirous of doing everything that you may deem proper, that would secure perfect fairness in all respects to the Indians, and trust that you will give us an early and favorable decision in the matter.

Very respectfully,

CHAS. H. CRAGIN, Jr.

Hon. HENRY M. TELLER,
Secretary of the Interior, City.

[Inclosure.]

PHILADELPHIA, *January 29, 1883.*

MY DEAR SIR: I see by the Associated Press reports this morning that a party of some 600 hundred men propose leaving Kansas City to attempt to settle in the Indian Territory, disregarding all rights of the Indians and of the United States Government. I desire to respectfully suggest that it may be an easy, practical, and economical method of ending these periodical attempts, for you to decide that the Indians may lease these lands to friendly, law-abiding, and responsible citizens of the United States who have never made attempts to settle there lawlessly, and that you will approve such leases. This will, it seems to me, remove the temptation that Payne and others equally lawless never have. It is a well known fact that many unscrupulous men think that an Indian has no rights that a white man is bound to respect, but they are careful about infringing the rights of United States citizens, and if you will indicate

a mode by which these coveted lands may be lawfully leased to good law-abiding United States citizens, financially responsible, these other people will no more think of invading lands south of 37°, thus lawfully occupied by white men, than they now think of trying to take forcible possession of lands north of 37°.

It is the absence of lawful, peaceable methods that causes all these unlawful, forcible attempts, irritating to both Indians and whites, and annoying and expensive to the United States Government. The excuse of those who are continually trying to force their way into the Territory, in spite of the treaty obligations of the United States, is that these lands are unoccupied and only belong to Indians anyway, and as long as this condition of things continues the attempt will be made upon the same excuse.

There are numbers of gentlemen, wealthy, influential, and responsible, anxious to lawfully lease these lands of the Indians with your approval, but who will never attempt to go to the Territory without the consent of yourself and the Indians. The Indians are anxious to secure them as tenants, and to give them leases with your approval, so as to secure the income which would accrue therefrom, and so as to end the unlawful attempts of others to invade the Territory, *vi et armis*. I know that you are giving this matter your careful consideration, and I therefore take the liberty to suggest the foregoing.

Yours, very respectfully,

CHAS. I. CRAGIN.

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

UNITED STATES INDIAN SERVICE,
PONCA, PAWNEE, AND OTOE AGENCY,
February 6, 1883.

SIR: I am in receipt of office letter L, 22673, 1882, dated 19th ultimo, referring to a complaint received by the honorable Postmaster General from the postmaster at Arkansas City, Kans., that certain parties from the east, in the name of a Cherokee Indian, were fencing in a large tract of Cherokee land lying between this agency and Arkansas City for a stock range, which, when completed, would seriously interfere with and obstruct the conveyance of the mails from Arkansas City to the agency and south hereof, and directing me investigate the matter and ascertain under what authority said fences and gates are being erected.

In compliance therewith I have the honor to report that work on the obstructions complained of ceased some weeks ago, and the fence-posts which had been set in readiness for the wire have been to a large extent removed. From the best information I can obtain I learn that the parties who were interested in fencing the tract of land in question have abandoned the project and intend soon removing what fence-posts remain.

No obstructions exist to the conveyance of the mails from Arkansas City south through this Territory. Should the parties above referred to, or any others, attempt in the future to erect fence or other obstructions in the Indian country between this agency and the State line of Kansas I shall immediately report the same, with the facts in the case, to the Department.

Very respectfully,

LEWELLYN E. WOODIN,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 15, 1883.

SIR: In reply to your reference of the 15th December last, of a letter from the Postmaster General same date, relative to a complaint of the postmaster at Arkansas City that the mails on route No. 32128 were likely to be obstructed by reason of the fencing of large tracts of country on the Cherokee lands south of the Kansas line, and inquiring whether such obstruction is countenanced by this Department, I have the honor to inclose herewith, for the information of the Department and that of the Postmaster General, a copy of a letter received from United States Indian Agent Woodin, Ponca, Pawnee, and Otoe Agency, Indian Territory, dated the 6th ultimo (written in reply to one addressed to him by this office on the subject), in which he states that the project of fencing the land in question has apparently been abandoned, and that no ob-

structions now exist to the conveyance of the mails from Arkansas City through the Indian Territory.

This subject of fencing on the Cherokee lands west of 97° is now undergoing investigation, and it is hardly necessary to add that no obstruction to the mail service will be permitted by this Department.

The letter of the Postmaster General is herewith returned, and a copy of this report is inclosed.

Very respectfully, your obedient servant,

H. PRICE.
Commissioner.

The SECRETARY OF THE INTERIOR.

(The foregoing report transmitted by indorsement of Secretary to Postmaster General February 16, 1883.)

DEPARTMENT OF JUSTICE,
Washington, March 1, 1883.

DEAR SIR: Messrs. William H. Browne and David W. Sellers, of the city of Philadelphia, members of the bar, called upon me recently with reference to a matter that will be submitted to you for the exercise of your discretion relating to the leasing of some unoccupied Indian Territory belonging to the Cherokee people.

They said that they would probably be before you with reference to Mr. F. M. Cody, one of the lessees. For the purpose of satisfying you who they are, and how much faith can be placed in their statements, they requested of me this letter. I know them both well. They are both men of unquestioned integrity and dignity of character: I would trust them in anything that they would undertake to do or say they would do. Mr. Browne is a lawyer of good practice, and of established honorable repute. Mr. Sellers is a lawyer holding a commanding business in the profession; he is one of the solicitors of the Pennsylvania Railroad, and I hold him to be one of the strongest men we have at our bar, and I know him to be a man of great pride and dignity of character, who would weigh his words with care, and utter nothing but that which was truthful, and do nothing but that which was honorable. Neither would he advise anyone who would not do what was upright, such is his nice sense of personal honor and dignity of character, and I cheerfully give this letter to establish them with you as they are established with me.

I send you the letter that Mr. Browne wrote me, and I send you likewise a letter of introduction from Mr. Browne's uncle, General James A. Beaver, who was the late Republican candidate for governor of the State of Pennsylvania, and of whom all men know him to be a man of mark and merit. If you wish to see me at any time or speak with me at any time upon this subject I will gladly do so, for I feel cordial towards both of these gentlemen, and desire to benefit and advance them whenever I can because of the respect I bear for them.

I am, sir, with great respect, your obedient servant,

BENJAMIN HARRIS BREWSTER,
Attorney-General.

HON. HENRY M. TELLER,
Secretary of the Interior.

[Inclosure No. 1.]

NO. 528 WALNUT STREET, PHILADELPHIA,
February 26, 1883.

MY DEAR SIR: For a clearer and fuller understanding of the subject referred to in the recent conversation between us, I would state that an association of friends composed of the following gentlemen: Mr. J. M. Chick, president of the Kansas City Bank; Mr. J. W. Slavens, one of the directors of the said bank, and, like Mr. Chick, a gentleman of large wealth and influence; Frank M. Cody, esq., a member of our Philadelphia bar; and General George McKee, of Mississippi, make application for the leasing to them of all the unoccupied lands of the Cherokee Nation in the Indian Territory, for grazing purposes, and have offered for the same \$10,000 more per annum than the minimum price fixed by the Cherokee Nation itself.

This proposition meets with the pronounced approval of all the parties in Washington who are in any way connected, as I understand, with that nation and its interests.

Touching the character and standing of the parties above referred to: President Chick and Mr. Slavens are well known to the Cherokee people, and will be perfectly satisfactory to them, as I am credibly informed, while General McKee is a long and tried friend of Hon. Secretary Teller. The remaining lessee, Mr. F. M. Cody, has been associated in my office with me for a period of fifteen years, a portion of that time as a conveyancer and latterly as a lawyer. We still occupy the same rooms, have similar business interests, and I trust that gentleman most implicitly. Mr.

Cody represents not only his own interests, but also those of David W. Sellers, esq., who, as you know, is solicitor of the Penna. Railroad. My interests are also in Mr. Cody's keeping in this matter. Mr. Sellers will no doubt indorse all I can favorably say of Mr. Cody.

My dear Mr. Brewster, we feel a very deep interest in the success of this movement and the obtaining of this lease, believing that a very liberal offer has been made for the same, which, taken in consideration with the high character of all the parties thereto, we think justifies us in soliciting your kind offices in furthering our interests in this matter.

In addition to your high and honorable position, and the honor you have done me in permitting me to include myself in the list of your personal friends, which is a full guarantee of the interest you take in my welfare, I also do myself the further honor to inclose a personal letter of introduction to the honorable Secretary of the Interior from my cousin, General James A. Beaver, of this State.

We will be doubly grateful to you if, at your earliest convenience, you will speak to the Secretary on this subject.

Very respectfully, yours,

W. H. BROWNE.

HON. BENJAMIN H. BREWSTER.

MY DEAR SIR: So far as the foregoing letter of Mr. Browne involves any statement of fact on which the Secretary of the Interior is called upon to act, I most unqualifiedly indorse the same, and I with great pleasure subscribe myself a friend to whom it would be a pleasure to be indebted.

Yours, very truly,

DAVID W. SELLERS.

HON. B. HARRIS BREWSTER,
Attorney-General of United States.

[Inclosure, No. 2.]

BELLEFONTE, PA., *January 27, 1883.*

MY DEAR SIR: I take pleasure in introducing Wm. H. Browne, esq., of the Philadelphia bar, with whom I am intimately acquainted. His character and standing at the bar and in the community entitle him to consideration, and my personal relations with him are such that any courtesies you may extend to him will be esteemed by me as a personal favor.

Very truly, yours,

JAMES A. BEAVER.

HON. H. M. TELLER,
Secretary of the Interior, Washington, D. C.

UNITED STATES INDIAN SERVICE, UNION AGENCY,
Muskogee, Ind. T., March 1, 1883.

SIR: Referring to office letter dated January 16, 1883 (L., 416-574-'83), I have the honor to report that I have visited the lands known as Cherokee land west of 96°, and find there are a large number of cattle, estimated to be about 300,000, ranging on this strip. About 200,000 are there by and with the consent of the Cherokees, and on which their owners paid a grazing tax to the Cherokee authorities of about \$41,000 during the year 1882. About 100,000 cattle on these lands belong to citizens of Kansas, who turn them loose on these lands and pay no tax.

After a careful investigation I have to answer questions submitted in the above-mentioned office letter as follows:

- (1) How much fencing has been done?—Answer. Nine hundred and fifty-nine miles.
- (2) To whom do the fences belong?—Answer. To citizens of the United States, and a few to citizens of the Cherokee Nation.
- (3) Name each individual company or organization claiming to own such fences and the quantity owned by each.—Answer:

	Miles.		Miles.
Comanche Pool.....	55	C. H. Moore.....	24
Ballenger & Schlupp.....	60	Geo. Miller.....	72
Drum & Snyder.....	50	H. Hogson.....	32
Miller & Pryor.....	45	Dean Brothers.....	40
B. H. Campbell.....	30	E. M. Ford.....	87
George Thompson.....	40	C. H. McClellan.....	72
S. & Z. Tuttle.....	58	G. Greover.....	60
Bridge & Wilson.....	45	J. Mayhew.....	37
Bates & Co.....	33		
Hewins & Titus.....	60		
Cobb & Hatton.....	56		
		Total.....	959

(4) How long since fencing was commenced?—Answer. During the spring of 1882.

(5) What effect has such fencing had upon legitimate trade and travel and upon mail routes?—Answer. There are but two mail routes through the lands in question— from Caldwell, Kans., to Fort Reno and points beyond; from Arkansas City to Nez Percés Agency. There are no fences within two miles of either road. There are no other roads for legitimate travel across these lands. Pastures are supplied with gates at trails for use of parties traveling for pleasure. The fences do not interfere in any manner with legitimate trade or travel, nor with mail routes.

(6) What effect has the wire fences on the preservation or destruction of timber on said lands?—Answer. Timber is found only along the water courses, and has been quite abundant, but for miles into the Territory along the State line of Kansas it has all been destroyed by parties from Kansas, who have used it for fuel and fencing. Much of the valuable timber has been taken from the Cimarron River, a distance of 60 miles from the Kansas line. Unless the wholesale destruction of this timber is stopped it is safe to state that all timber on these lands will be destroyed within three years. While the value of this timber to those who steal it is not great, its value to the country can hardly be estimated, and whatever disposition is made of these lands ultimately, the supply of water will determine its value for any purpose. The removal of the timber will cause the smaller streams to dry up and so lessen the supply of water that much of this land will be worthless.

There is no law in the statutes of the United States to punish for stealing timber from the reservations of any of these five civilized tribes, and it is very evident there never will be any, and these people from the States will continue to destroy this timber, as they are now doing until it is all gone. Where ranges have been fenced the cattle men neither cut timber themselves, nor do they permit any one else to do so, and in my judgment if the fences now on these lands are permitted to remain, and others are permitted to fence under proper restrictions, it will put an effectual stop to the destruction of the timber on these lands, and as these cattle men place fire guards around their ranches the young growth of timber will add much to the value of the lands.

I respectfully recommend that the fences now on these lands be permitted to remain, and that others desiring to fence their range have permission to do so.

First. Permission from the Cherokee Nation must be obtained.

Second. That no fences shall be erected within two miles of any post-road.

Third. If any parties fencing their range cut, or permit any timber to be cut, within their pastures, shall be subject to removal from the Territory and their fences destroyed.

Fourth. All fences shall be removed at once from the Territory whenever those in possession shall be notified to do so by the Department.

The effect of a settlement of this matter in this way will be that the Indian Office will not be called upon every few months to remove from the Territory cattle men who refuse to pay tax, the Cherokee Nation will collect double the tax, the destruction of the timber will be effectually stopped, and the young timber protected from fire.

The only opposition I found to this fencing was from those who claimed that "the timber on these lands belonged to anybody that got it," and from those who live in the States and own large herds of cattle on these lands and refuse to pay tax.

The Pennsylvania Oil Company, who attempted to fence without permission from the Cherokee authorities, and inclose the ranges of owners of small herds of cattle on which they had paid Cherokee tax, have agreed to settle with those whose ranges they had intended to inclose in their pasture, and obtain permission of the Cherokee authorities, or go elsewhere for their range.

This arrangement satisfies Mr. Scott and others who complained to the Department of the action of the oil company, and if permitted to do so will fence their ranges during the coming summer.

Very respectfully,

JNO. Q. TUFTS,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs, Washington, D. C.

YOUNGSTOWN, OHIO, March 7, 1883.

DEAR SIR: When in Washington a few days since I called to see you, but was prevented, as you were about to leave your office to visit the Capitol.

I would be pleased to be informed of probable action regarding the fencing of lands in the Indian Territory for the purpose of cattle raising.

You are doubtless aware that some of us who are holding cattle there have paid

quite large bonus to parties representing the Indians, and are also paying to them a yearly tax per head. This we supposed would be a source of revenue to them, and therefore would entitle us to some consideration with yourself and them.

Any information from you will be most gratefully received, as it would be disastrous to us to be suddenly driven from the Territory.

Very respectfully, yours,

HENRY WICK.

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

WASHINGTON, D. C., *March 12, 1883.*

SIR: We have perused a copy of a report on wire fences, erected on our lands west of 96° , made by United States Agent John Q. Tufts, dated Muskogee, Ind. T., March 1.

A perusal of the report will show that it is an elaborate argument in favor of the erection of these fences, and avoids reference to several important questions necessarily involved in it.

From the report it appears that 959 miles of wire fence have been erected. We desire to state here that all of them were erected without having any authority whatever from the Cherokee Nation. On the last page of the report of the agent he states that the Pennsylvania Oil Company had attempted to fence without permission from the Cherokee authorities, which may erroneously lead to the impression that the others had such authority, and therefore desire to report that all these improvements were made in violation of the statutes of the United States and the laws of the Cherokee Nation, and we have been notified by the principal chief and treasurer that they have had no authority from them.

In answer to your question 6, as to the effect of these fences in cutting of timber, it is said that these "cattlemen neither cut timber themselves nor do they permit any one else to do so." His report, however, shows that nearly a thousand miles of fence have been built, and that these alone would probably require from 160,000 to 200,000 posts, and that most of those are of valuable cedar, and that this timber has been cut from our lands without authority of law, and without compensation for or authority from the Cherokee Nation.

We beg to correct his statement that there is no authority of law in the statutes of the United States to punish stealing of timber. It is true that the amendment recommended by your Department to extend the provisions of the statutes for cutting timber on the public lands of the United States to Indian lands was not acted on by both Houses of the last Congress, but it is also true that there is a provision in section 2150, Revised Statutes, to prevent the introduction of property contrary to law, and in section 2154 a penalty of twice the value of the property taken.

The agent in his report says that a few of these fences are the property of Cherokees. On this point we desire to call your attention to the fact that under Cherokee law no Cherokee is authorized to make improvements there, and under an act approved December 9, 1882, it is positively forbidden.

The United States, under our treaty with her of 1866. The manner adopted has been a tax of so much a head, and while it might be competent for the Cherokee authorities to tax the lands by metes and bounds per acre, nothing of the kind has so far been authorized, any arrangement of geographical divisions has only been among the parties themselves as a temporary or local convenience. There is not the slightest authority for using timber belonging to the Cherokee Nation for improvements, temporary or otherwise. There is not the slightest authority even to occupy for grazing, except during the time for each current year, or term of months. Your order, therefore, for the removal of the fences, built by the parties without authority, was a wholesome one, and we would respectfully urge on you the dangerous results and precedents likely to grow out of it if you rescind it.

Whether any such structure ought to be erected at all is a very grave question, and even if they could safely be placed there, it should only be under the careful provisions as to the mode of building, the timber used, the notice for prompt removal, and all other necessary steps to prevent the parties assuming any rights, or having any claims for damages thereon.

The attempt of a few persons, claiming to be Cherokees, to enter into bargains, and permit the use of their names, is an abuse of a most serious character, against which we protest. It is a mere individual scheme to deprive the Cherokee Nation of a part of the revenue. If tolerated, it might be made the basis of harassing claims against the Cherokee Nation. It would directly interfere with the contemplated disposition of these lands, and we protest against its recognition.

As the posts are material taken or stolen from the Cherokee Nation, there could be

no great hardship in removing the wire fences there, even if it should not be seized as indemnification for the damage in cutting the timber under the section quoted.

In conclusion, we most earnestly call your attention to the danger of rescinding your order.

We remain, very respectfully,

R. M. WOLFE,
ROBERT B. ROSS,
Cherokee Delegation.
WM. A. PHILLIPS,
Special Agent and Counsel.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 14, 1883.

SIR: Referring to office report of 28th December last, upon the subject of unauthorized fencing and improvements by United States citizens holding grazing permits from the Cherokee Nation, upon the lands west of 96°, of which the Cherokees have, under the treaty of 1866, jurisdiction and possession until sold, and occupied by friendly Indians, recommending that the Secretary of War be requested to direct the proper military officer to furnish, upon the written request of Agent Tufts, Union Agency, a sufficient number of troops to remove or destroy all improvements of every character made upon the lands in question, or material on the ground for that purpose, and to Department letter of the 28th December, to the Secretary of War thereon, I have the honor to state that by office letter of the 30th December last Agent Tufts was directed to issue the necessary notices requiring the removal of all improvements and material from the lands referred to within twenty days after receipt of notice, under penalty of its removal by the military at the expiration of that time.

Pending the agent's action, and as the result of an informal conference had with you on the subject, I addressed a letter to Agent Tufts, on the 16th January last, making certain specific inquiries (which are set out in the agent's report hereinafter referred to) as to the fencing, and directing him to suspend all further operations under office letter of the 30th December, until a full report as called for was received, and action had thereon by the Department.

I now inclose herewith a copy of Agent Tuft's report, dated the 1st instant, in which he states that he has visited the lands known as Cherokee lands, west of 96°, and finds about 300,000 head of cattle ranging thereon, about 200,000 of which are there by permission of the Cherokee authorities, to whom their owners have paid about \$41,000 for grazing tax during the year 1882. The remaining 100,000 cattle belong to citizens of Kansas, who turn them loose on these lands and pay no tax.

Agent Tufts reports that there are 959 miles of fencing claimed by nineteen associations and individuals (named in his report). The fencing has all been done since the spring of 1882, and does not interfere in any manner with legitimate trade or travel, nor with mail-routes.

In reply to the question, what effect have the wire fences on the preservation of timber on said lands, the agent states as follows:

"Timber is found only along the water courses, and has been quite abundant, but for miles into the Territory, along the State line of Kansas, it has all been destroyed by parties from Kansas who have used it for fuel and fencing. Much of the valuable timber has been taken from the Cimarron River, a distance of 60 miles from the Kansas line.

"Unless this wholesale destruction of this timber is stopped it is safe to say that all timber on these lands will be destroyed within three years.

"While the value of the timber to those who steal it is not great, its value to the country can hardly be estimated, and whatever disposition is made of these lands ultimately, the supply of water will determine its value for any purpose.

"The removal of the timber will cause the smaller streams to dry up, and so lessen the supply of water that much of this land will be worthless.

"There is no law in the statutes of the United States to punish for stealing timber from the reservation of any of these five civilized tribes, * * * and these people from the States will continue to destroy this timber as they are now doing until it is all gone.

"Where ranges have been fenced the cattle men neither cut timber themselves or permit any one else to do so, and in my judgment if the fences now on these lands are permitted to remain, and others are permitted to fence under proper restrictions, it will put an effectual stop to the destruction of the timber on these lands, and as these

cattle men place fire guards around their ranches, the young growth of timber will add much to the value of the lands."

In conclusion Agent Tufts recommends that the fences now on these lands be permitted to remain, and that others desiring to fence their ranges be allowed to do so upon the following conditions, viz:

First. Permission from the Cherokee Nation must be obtained.

Second. That no fences shall be erected within two miles of any post-road.

Third. If any parties fencing their range cut, or permit any timber to be cut within their pastures, they shall be subject to removal from the Territory and their fences destroyed.

Fourth. All fences shall be removed at once from the Territory whenever those in possession shall be notified to do so by the Department.

Agent Tufts further states:

"The effect of a settlement of this matter in this way will be that the Indian Office will not be called upon every few months to remove from the Territory cattle men who refuse to pay tax.

"The Cherokee Nation will collect double the tax.

"The destruction of the timber will be effectually stopped and the young timber protected from fire.

"The only opposition I found to this fencing was from those who claimed that the timber on these lands belonged to anybody who got it, and from those who live in the States and own large herds of cattle on these lands and refuse to pay tax.

"The Pennsylvania Oil Company, who attempted to fence without permission from the Cherokee authorities, and inclose the ranges of owners of small herds of cattle on which they had paid Cherokee tax, have agreed to settle with those whose ranges they had intended to inclose in their pasture, and obtain permission from the Cherokee authorities or go elsewhere for their pasture.

"This arrangement satisfies Mr. Scott and others who complained to the Department of the action of the oil company, and, if permitted to do so, will fence their ranges during the coming summer."

In view of the foregoing report, in connection with which I also submit several communications from parties interested in maintaining the present status, I have the honor to ask that this office be instructed as to further action in the premises.

Since writing the foregoing, I have received the inclosed communication from the Cherokee delegates on the subject, which is respectfully transmitted for your consideration in connection with Agent Tufts' report.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, March 16, 1883.

SIR: I have considered your letter of the 15th instant, submitting, with other papers, report of Agent Tufts on the subject of fences, put up by cattle men, on lands in the Indian Territory west of 96° west longitude, of which the Cherokee Indians have jurisdiction under the provisions of the treaty of 1866, between the United States and those Indians.

The agent's statement that "where ranges have been fenced cattle men neither cut timber themselves nor do they permit any one to do so," is not sustained by what appear to be the facts in the case, since the large quantity of posts required for the nearly 1,000 miles of fencing already constructed have nearly, if not all, been cut from these lands without authority and without payment therefor.

No further fences will be permitted to be constructed on these lands. Those constructed will not be permitted to remain except with the consent of, and under proper and satisfactory arrangements with, the Cherokee national authorities, to be secured within reasonable time to be fixed by you; failing in which, the order heretofore given for the removal of the fences will be at once enforced.

Any person found cutting timber from these lands will be removed therefrom at once.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

March 21, 1883,

SIR: Referring to the subject of wire fences on the Cherokee lands west of 96°, I have to say that your report of the 2d instant was duly received and submitted by this office to the Department.

I now enclose for your information a copy of the honorable Secretary's reply, dated the 16th instant, from which you will perceive that all further fencing on these lands is strictly prohibited, and that those constructed will not be permitted to remain except with consent of, and under proper and satisfactory arrangements with, the Cherokee national authorities, to be secured within a reasonable time, to be fixed by this office; failing in which the order heretofore given for the removal of the fences will be at once enforced.

In an interview had here with Chief Bushyhead yesterday, he promised to call an early session of the National Council to consider the subject, and to report the result to this office. Upon hearing from him, the time within which arrangements are to be made with the Cherokees will be at once fixed, and you will be advised thereof. In the mean time the existing status will not be disturbed, but you will take such measures as you may deem necessary to prevent the construction of any more fences on the lands.

The Forty-seventh Congress closed without action by the House upon the bill which had already passed the Senate, to prevent timber depredations on these lands, hence the only remedy at present consists in the continued removal of trespassers.

Very respectfully,

H. PRICE,
Commissioner.

JOHN Q. TUFTS, Esq.,
U. S. Indian Agent, Union Agency, Indian Territory.

ANTHONY, KANS., April 28, 1883.

DEAR SIR: We are holding and grazing cattle on the Cherokee outlet; we pay taxes to the Cherokee Nation and have their receipt, and our boundaries set off by the agent of the Cherokee Nation; now, what we wish to complain of is this, one man from Kansas, with a herd of about 1,000 head, is on our range, three other men from Kansas with sheep have moved on our range; neither of these parties pay taxes to the Cherokee Nation or the State of Kansas; they evade their taxes by moving in the Territory in summer and in the State in winter; now, we pay our taxes and wish to be protected in our rights as tax-payers to the Cherokee Nation.

Name of man holding cattle is Stunkell, one sheep man is Doubleday. Please answer and oblige,

NORTHROP & STEVENS.

Mr. PRICE,
United States Indian Commissioner.

ARKANSAS CITY, KANS., April 30, 1883.

DEAR SIR: I am holding a bunch of cattle in the northeast corner of the Cherokee strip—in portion claimed by the Standard Oil Company. I came here in June, of last year, 1882.

My father is a part owner of the cattle, and at that time was living in Illinois. It was our intention to take the cattle farther west, and keep them in one of the western counties of Kansas. When I got here with them I thought this might be as good a place as any, and concluded to stay here until my father came out, and decide whether it were best to remain here permanently. He did not come out till October. In the mean time he had written to me to pay the taxes, but as in July and August some of the cattle died with the fever I thought it very unlikely that we would remain here and I did not pay. When he came we decided we would remain, and we then wrote to Treasurer Lipe, of the Cherokee Nation, desiring to pay our taxes and get a grazing license. To two letters we received no answer, and I then went to see Major Lipe, at his home, in the Cherokee Nation. He said he had received our letters, but would not grant any one a license till the fence order of the Interior Department, then pending, was settled. He said also that the oil company had applied for a license, but he had told them he could not grant them one as they have no stock on the range. He said further that he would be at the stock meeting at Caldwell, Kans., in March, but at that meeting he said he was not here to do business. Since then we have made no further effort to pay, as it seemed so useless.

We have recently understood that the oil company has since then obtained a license. One of their emissaries has told us that we would have to move out or the Government troops would move us. We want to pay our taxes and have never refused to pay them. We have the sympathy of all our neighboring stockmen. We have the almost unanimous sympathy of the members of Cherokee Strip Live Stock Association, as well as of all the people living in the adjoining part of the State.

Now, if these circumstances that I give are true ones, and that they are true we can give the most abundant and satisfactory proof, would our stock be removed by the United States troops?

Very respectfully,

J. D. LOVE.

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

CHEROKEE STRIP LIVE STOCK ASSOCIATION,
Caldwell, Kans., June 12, 1883.

SIR: We have received from the executive secretary of the Cherokee Nation a communication, by the order of the principal chief, calling the attention of the Cherokee Strip Live Stock Association to the fact that a large quantity of timber upon the Cherokee outlet strip, at the mouth of the Red Fork River, was being cut and was about to be hauled away without the permission of the Cherokee Nation.

The communication to us referred to the fact that a lease had been made to us of the land upon which the timber was being cut, and requested our intervention to prevent its removal.

We do not understand that we have any legal method at our disposal of preventing these depredations, but replied to the communication from the Cherokee Nation that we would unite with them in placing the information before you, and in requesting the aid of the Department of the Interior for the protection of their rights and property, and in any other way which might be open to us.

Believe us to be, with very high regard, &c.,

JOHN A. BLAIR,
Secretary.

The SECRETARY OF THE INTERIOR.

MEDICINE LODGE, KANS., *June 14, 1883.*

SIR: I have the honor of addressing you in behalf of myself and others in regard to our status and right on the Cherokee strip. One W. B. Broadwell, in the fall of 1878, established a camp on what is known as South Eagle Chief, Ind. T., for the purpose of holding and grazing cattle. He remained until the following year, when other parties adjoining claimed his range, stating if he would move south of a certain cattle trail all rights would be conceded him. Said Broadwell accepted rather than have any difficulty, and in the fall of 1879 established a camp at Walnut Grove, about 12 or 14 miles south of his former camp, and has in person or by hire or contract maintained the same until the present time. Some three years ago an organization was formed of certain stockmen, said organization being known as the Salt Fork and Eagle Chief Pool; said pool then commenced placing camps on range occupied by said Broadwell; that on August 1, 1882, said Broadwell associated with him on his said range one S. T. Major and others for the purpose of securing and protecting his said range and rights; that they were received as equal partners by the terms of said association; that the said Broadwell paid a tax required by the Cherokees and received a license for the year 1881 and 1882; that a tax was paid said Cherokees for the year 1882 and 1883, and a license for grazing purposes issued to Major & Broadwell up to August 1, 1883; that at the meeting of the Cherokee Strip Live Stock Association, held in Caldwell, March 7, 18-3, the said Major was delegated in writing by said Broadwell to represent said range at said meeting, offering his name for membership and paying the sum of \$10, which was received by the association; that a board of arbitration was appointed by said association, consisting of three members; that in the case of the Salt Fork & Eagle Chief Pool vs. W. B. Broadwell and others (a copy of which decision is herewith inclosed), one Dr. R. Streeter, a party in interest against said defendant, was allowed to sit as an arbitrator, against the objections of said defendants; that the said board was not sworn; that the said board refused to swear witnesses; that the said board refused to allow said defendants to employ an attorney to defend and appear for said parties defendant; that in the arbitrary decision

ion rendered they seek to take away all rights which said party have heretofore possessed, taking away their camp and improvements, a part of which have been erected four years; that the said parties defendant have only a small number of cattle, consisting of about 2,000 head; that the Salt Fork & Eagle Chief Pool have about 25,000 head; that because of the small number of cattle held by us they seem determined to crush us and deprive us of our rights; that we, the parties defendant, are put to great trouble and expense to try and protect the same; that the range described in the boundaries of said arbitrator's decision is nothing but a barren waste of sand hills, incapable of supporting more than 200 cattle for a part of the year. I have written thus long in order that you might better understand our position. We cannot give up our range without a great loss financially. Have the executive officers of the Cherokee Strip Live Stock Association the power to enforce the decision of arbitrators? There are likely to be other parallel cases. Have they the power to expel us from said range legally? We propose to pay our portion of all burdens, but we refuse to give up our range as at present occupied. The position taken by certain parties connected with said association as officers plainly shows that it is organized for the express purpose of crowding out small holders. *Can they expel us from our range? And, if so, by what process?*

An early reply will greatly oblige your humble and obedient servant,
WM. B. BROADWELL *et al.*

(Address: Medicine Lodge, Barlow County, Kansas.)

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

[Inclosure.]

CALDWELL, KANS., June 12, 1883.

Before S. M. Colson, Wm. Corzine, and D. R. Streeter, a board of arbitration for the Cherokee Strip Live-Stock Association, came this day *The Salt Fork and Eagle Chief Pool vs. Broadwell & Co.*

The above case called at 2 p. m., all parties being present.

The board heard the evidence, plats, &c., produced by both parties, and after mature deliberation it was ordered that the boundary-lines of Broadwell's range be established as follows:

Commencing where Shelley's east line strikes the Cimarron; thence along and down the river to Greeves, Houghton & Co.'s fence; thence along the west line of said fence as far north as a parallel line run north from the place of beginning wire form a parallelogram, inclosing 15,000 acres of land, it being understood that said Broadwell must fence the said range; and it is further rendered that as the judgment of this board, that Mr. Broadwell alone is the only defendant in the case entitled to any range.

A. M. COLSON.
WM. CORZINE.
D. R. STREETER.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 23, 1883.

SIR: Referring to an interview had with you here on the 20th March last, at which it was arranged that you should convene the Cherokee National Council in session at an early date, for the purpose of considering and determining upon some measure in connection with the fencing, &c., of the Cherokee lands west of 96°, I beg to remind you that over three months have elapsed, and this office is without any official information as to the result of the deliberations of the National Council on the subject.

I have therefore to request that you will within twenty days from the receipt of this letter communicate to this office in writing the conclusions arrived at by the council, and at the same time furnish me with an official copy of any law or laws which may have been passed on the subject; otherwise the order of the Department for removal of the fences and improvements will have to be enforced.

Very respectfully,

H. PRICE,
Commissioner.

Hon. D. W. BUSHYHEAD,
Executive Office, Cherokee Nation, Tahlequah, Ind. T.

EXECUTIVE DEPARTMENT,
CHEROKEE NATION, IND. T.,
Tahlequah, July 8, 1883.

SIR: In reply to your request of June 28 ult., to be furnished with whatever laws were passed by the National Council of this Nation during its late called meeting which relate to the Cherokee lands west of the Arkansas River, fencing thereon, &c., I have the honor to inclose to you a certified copy of the single act that was passed in relation thereon.

I may remark, in reference to it, that the fencing, of which there has been some complaint, is made the *property* of the Cherokee Nation, as an attachment of the soil, and subject to be converted to the uses of the lessee company designated, to whom, for revenue purposes, the nation has granted a lease in exercise of its right of profitable possession pursuant to treaty. The main ground of complaint of such fencing, to wit, that its erection was an invasion of the rights of the nation, is therefore removed. I am informed by the national treasurer, Hon. D. W. Lipe, that all the principal stockmen who have obtained permits to graze from him, are members of the Cherokee Strip Live Stock Association, and their acceptance of the terms of the lease authorized removes all ground of dissatisfaction from them. A copy of the "acceptance" is also inclosed. The treasurer's "permit" will expire next October, and no other permits will be granted by him.

I beg to say that the fulfillment of the pledge, given in treaty by the United States Government, to protect this nation from intrusion and interruption by persons not authorized by our laws is gratefully appreciated by the Cherokee people, and relied upon for the future. They feel that they owe to such fulfillment the substantial profit which they have been enabled to realize for two years from their right of "possession and jurisdiction" of their western lands. Relying upon a continuance of the favor and good faith of your Government, they are glad to know that their lands west of the Arkansas River will henceforward give them a fair return for their interest in them, while the rights of whoever may succeed in possession under the treaty will be fully protected.

I remain, very respectfully,

D. W. BUSHYHEAD,
Principal Chief.

Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

TAHLEQUAH, CHEROKEE NATION, *May 19, 1883.*

SIR: We, the undersigned, two of the directors of the Cherokee Strip Live Stock Association, for and in behalf of the said association and board of directors thereof, do, by authority in us vested, and in conformity with the 7th section of an act of the National Council, in special session convened, entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96° meridian," approved May 19, 1883, file this our acceptance of the provisions of the said above-entitled act, together with such terms and conditions as you may deem necessary to embrace in the lease authorized to be issued or as in your judgment may be necessary to carry out the full intent and meaning of said act referred to.

Very respectfully,

A. DRUMM, *Director.*
CHAS. H. ELDRED, *Director.*

Hon. D. W. BUSHYHEAD,
Principal Chief Cherokee Nation.

EXECUTIVE DEPARTMENT,
Cherokee Nation.

I hereby certify that the foregoing two pages contain and is a true and correct copy of the original on file in this department.

This July 8, 1883.

[SEAL.]

W. P. BOUDINOT,
Executive Secretary.

[Inclosure No. 2.]

AN ACT to amend an act to tax stock grazing upon Cherokee lands west of 96° meridian.

Whereas the unoccupied lands belonging to the Cherokee Nation, lying west of the 96° meridian, held for Indian settlement under the provisions of the 16th article of the treaty of July 19th, 1866, and set apart to produce revenue from grazing, by the act to which this act is amendatory; and

Whereas the authorities of the United States have called upon the authorities of the Cherokee Nation for the enactment of more complete regulations to prevent abuses thereon; and

Whereas it is desirable that these lands should produce revenue nearly equal to

their real value, so long as they remain in possession of and under the jurisdiction of the Cherokee Nation: Therefore:

Be it enacted by the National Council, That the principal chief be, and he is hereby, authorized and directed to execute a lease for all of the unoccupied lands of the Cherokee Nation being and lying west of the Arkansas River to E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors, in trust for the Cherokee Strip Live Stock Association, for the term of five years, in consideration of a yearly rental of one hundred thousand dollars for the entire tract.

Be it further enacted, That the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors, in trust for the aforesaid Cherokee Strip Live Stock Association, entering into the lease, obligate themselves that there shall be no permanent improvements on any portion of the lands so leased, and only such temporary structures as may be absolutely required for the safe and profitable grazing of the stock thereon, and that all such temporary improvements, including corrals or wire fences, are hereby declared and held to be the property of the Cherokee Nation, and the said lease may be terminated on six months' notice being given in case the said lands shall be disposed of by the Cherokee Nation, and the said party leasing shall obligate themselves not to cut, use, or take any timber or other material from these lands but by agreement with the authorities of the Cherokee Nation, and in all cases to faithfully observe the intercourse laws of the United States, and that they shall do all in their power to prevent the stealing or removal of any timber or other material from the lands so leased by any other person or persons whomsoever; and further that the tract herein leased shall not obstruct any mail or stage line or other necessary public highway; and said lease shall also contain a provision that on failure of said party leasing to meet all payments required by the lease, or in any other manner violate its express terms or conditions, the said lease shall be void, and may be so declared by the principal chief of the Cherokee Nation, which failure shall work forfeiture of any and all rights or interests thereon: *Provided,* That none of the three salines reserved to the Cherokee Nation by act of Congress, or the land reserved therewith, shall be included in such lease but be specially exempt therefrom.

Be it further enacted, That the said one hundred thousand dollars required under the provisions of this act shall be payable semi-annually in advance, at Tahlequah, on the order of the principal chief, into the treasury of the Cherokee Nation, and the said semi-annual payment shall be made on the 1st day of October and April of each year, the first payment to be made on the first day of October, 1883, and that the rights of any person under any tax license issued before the passage of this act shall terminate with the date up to which such persons have paid.

Be it further enacted, That a perfect record of the lease authorized under this act shall be kept in duplicate in the office of the principal chief, who is charged with the execution of said lease, and one in the office of the treasurer of the Cherokee nation, and a report thereof shall be submitted to the council of the Cherokee Nation at each annual session.

Be it further enacted, That should the lease herein granted be declared by the principal chief vacant by default a fresh lease may be executed to any responsible company, in accordance with the provisions of this act: *And provided,* That in default of any and all payments which may be due the lease shall terminate, and all rights, privileges, or interests in any portion of such, or temporary improvements thereon, shall cease.

Be it further enacted, That no person not a member of the Cherokee Strip Live Stock Association shall be permitted to graze any kind of stock upon any of the Cherokee lands lying west of the Arkansas River without the consent of the said association, and the principal chief is hereby authorized to cause the removal of all such persons as intruders.

Be it further enacted, That said Cherokee Live Stock Association, by any or either of the before-named directors, shall within thirty days after the approval of this act by the principal chief file with him, in the executive department of the Cherokee Nation, their acceptance of the same, whereupon the principal chief shall cause to be issued to the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust for the aforesaid Cherokee Strip Live Stock Association, a lease in accordance with the provisions of this act.

Be it further enacted, That the treasurer, whenever payments are made to him by said Cherokee Strip Live Stock Association, is hereby required to retain the same in the treasury until the sum shall amount to three hundred thousand dollars, and pay the same out per capita, under directions of the National Council.

Be it further enacted, That all acts or parts of acts in conflict with the provisions of the foregoing act are hereby repealed.

Approved May 19, 1883.

D. W. BUSHYHEAD,
Principal Chief.

EXECUTIVE DEPARTMENT,
CHEROKEE NATION, IND. T.,
Tahlequah, July 7, 1883.

I hereby certify that the copy hereunto attached of an act of the Cherokee National Council entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96° meridian," approved May 19, 1883, is a correct copy of the original act.
[SEAL.]

JOHN L. ADAIR,
Asst. Executive Secretary.

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

SIR: I have the honor to inclose herewith for your information and Department files a copy of a letter from Hon. D. W. Bushyhead, principal chief Cherokee Nation, to this office, dated 8th instant, transmitting a certified copy of the act passed by the National Council at its recent called meeting in reference to the Cherokee lands west of the Arkansas River, fencing thereon, &c. Said act (a copy of which is herewith inclosed) is entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96° meridian," and was approved by the principal chief May 19, 1883.

Under this act the principal chief of the Cherokee Nation is authorized and directed to execute a lease for all the unoccupied lands of the Cherokee Nation west of the Arkansas River, to E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, E. W. Payne, and Charles H. Eldred, directors in trust for the Cherokee Strip Live Stock Association, for the term of five years, in consideration of a yearly rental of \$100,000 for the entire tract, payable semi-annually in advance at Tahlequah, on the order of the principal chief, into the treasury of the Cherokee Nation, on the first days of October and April in each year, the first payment to be made on the first day of October, 1883, at which date all existing grazing permits granted by the Cherokee Nation expire.

The act further provides as follows: That said directors in trust, &c., entering into the lease shall obligate themselves that there shall be no permanent improvements on any portion of the lands so leased, and only such temporary structures as may be absolutely required for the safe and profitable grazing of the stock thereon, and all such temporary improvements, including corrals or wire fences, are thereby declared and held to be the property of the Cherokee Nation.

That said lease may be terminated on six months' notice being given, in case the said lands shall be disposed of by the Cherokee Nation.

That said lessees shall obligate themselves not to cut, use, or take any timber or other material from these lands but by agreement with the authorities of the Cherokee Nation, and in all cases to faithfully observe the intercourse laws of the United States, and that they shall do all in their power to prevent the stealing or removal of any timber or other material from the lands so leased by any other person or persons whomsoever; and, further, that the tract therein leased shall not obstruct any mail or stage line or other necessary public highway; and said lease shall also contain a provision that on failure of said lessees to meet all payments required by the lease, or in any other manner violate its express terms or conditions, said lease shall be void, and may be so declared by the principal chief of the Cherokee Nation, which failure shall work forfeiture of any and all rights or interests thereon, provided that none of the three salines reserved to the Cherokee Nation by act of Congress, or the land reserved therewith, shall be included in such lease, but shall be specially exempted therefrom.

It is further enacted by said act that a perfect record of the lease authorized under the act shall be kept in duplicate in the office of the principal chief, who is charged with the execution of said lease, and one in the office of the treasurer of the Cherokee Nation, and that a report thereof shall be submitted to the council of the Cherokee Nation at each annual session. Also, that should the lease therein granted be declared by the principal chief vacant by default a fresh lease may be executed to any responsible company in accordance with the provisions of said act, and provided that in default of any and all payments which may be due the lease shall terminate, and all rights, privileges, or interests in any portion of such, or temporary improvements thereon, shall cease. Also, that no person not a member of the Cherokee Strip Live Stock Association shall be permitted to graze any kind of stock upon any of the Cherokee lands lying west of the Arkansas River without the consent of the said association, and the principal chief is thereby authorized to cause the removal of all such persons as intruders.

It is further enacted that said Cherokee Strip Live Stock Association, by any or either of the before-named directors, shall, within thirty days after approval of the act by the principal chief, file with him, in the executive department of the Cherokee Nation,

their acceptance of the same, whereupon the principal chief shall cause to be issued to the said-named directors in trust for said association a lease in accordance with the provisions of the act. Also that the treasurer, whenever payments are made to him by said Cherokee Strip Live Stock Association, is required to retain the same in the treasury until the same shall amount to \$300,000, and pay the same out *per capita* under direction of the National Council.

It is lastly enacted that all acts or parts of acts in conflict therewith are repealed.

Accompanying Chief Bushyhead's letter is a certified copy of the acceptance by the directors of the Cherokee Strip Live Stock Association of the provisions of said act, dated May 19, 1883. A copy of said acceptance is also herewith inclosed.

In his letter of transmittal Chief Bushyhead states that the fencing of which there has been some complaint is made the property of the Cherokee Nation, as an attachment of the soil, subject to be converted to the use of the company lessee designated, to whom, for revenue purposes, the nation has granted a lease in exercise of its right of profitable possession pursuant to treaty, and that the main ground of complaint in relation to such fencing, viz, that its erection was an invasion of the rights of the nation, is therefore removed. Also that all the principal stockmen who have obtained permits to graze from the national treasurer are members of the Cherokee Strip Live Stock Association, and their acceptance of the terms of the lease authorized removes all grounds of dissatisfaction by them. The treasurer's permits, it is also stated, will expire next October, and no other permits will be granted by him.

In connection with the subject of fencing referred to by Chief Bushyhead, I beg to call attention to the language used in Department letter to this office of the 16th March last as follows:

"No further fences will be permitted to be constructed on these lands. Those constructed will not be permitted to remain except with the consent of and under proper and satisfactory arrangements with the Cherokee National authorities, to be secured within reasonable time to be fixed by you, failing in which the order heretofore given for the removal of the fences will be at once enforced."

In view of the provisions of the act of the Cherokee Council, which manifestly contemplates the erection by the company lessee of such temporary structures, corrals and wire fences as may be absolutely necessary for the safe and profitable grazing of stock (such structures, &c., to enure to the benefit of the Cherokee Nation), the statement of Chief Bushyhead, that the main ground of complaint in relation to fencing is now removed and the prohibitory character of the language used in said Department letter of the 16th March, I respectfully submit for the consideration of the Department what action shall now be taken with reference to the order issued to Agent Tufts upon said letter.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 21, 1883.

GENTLEMEN: Your letter of the 14th ultimo, addressed to the Hon. Secretary of the Interior, complaining of injustice done you by a board of arbitrators of the Cherokee Strip Live Stock Association, with reference to grazing privileges claimed by you on the Cherokee lands west of the Arkansas River, has been referred to this office.

In reply you are informed that this Department is officially advised by the Cherokee authorities of the passage of an act (approved by the principal chief May 19, 1883), by the Cherokee National Council, authorizing the principal chief to execute a lease of all the unoccupied lands of the Cherokee Nation west of the Arkansas river (over which, by the tenor of the treaty of 1863, said Nation has the right of possession and jurisdiction until sold and occupied by friendly Indians), to certain persons therein named, directors in trust for the Cherokee Strip Live Stock Association, for the term, at the rental, and subject to the terms and conditions in said act specified.

It is understood that all existing permits granted by the Cherokee authorities to stockmen will expire October 1 proximo, at which date the lease in question appears to take effect, and this Department will not assume to settle any controversies which may arise between parties by reason of the granting of such lease by the Cherokee authorities.

Very respectfully

E. L. STEVENS,
Acting Commissioner.

Messrs. WM. B. BROADWELL AND OTHERS,
Medicine Lodge, Barbour County, Kansas.

VINITA, IND. T., *August 23, 1883.*

SIR: I, being a Cherokee and citizen of the Cherokee Nation, and having a claim of grazing lands west of 96°, or on the Cherokee strip west of the Arkansas river, prior to the leasing of that strip to a monopoly I wish to know if I can hold said strip, that is, my claim. There was no law against my settling and making the claim when I did it, about one year ago; but since, as you are aware, the Cherokee Council, through the most corrupt means—money being used by the monopoly to secure the lease, which can upon investigation be proven—leased the whole of said strip to certain individuals, thereby ignoring former contracts, to the great detriment of a large portion of our people. Cannot recognized citizens, who had already prior to this lease, and who are or were in peaceable possession of their ranges, still hold them? Shouldn't their claims be respected by the leasees? If not, some of us, quite a number, will suffer from the unjustness of such a procedure as the monopoly or corporation proposes to take to deprive us of our rights.

Some of us have leased our individual grazing privileges to citizens of the United States for five years and have received pay for them. This will certainly bear down hard on those innocent parties.

At the end of the five years we expected to have cattle of our own, and go to raising them.

I must again say that the lease was gotten through by the most corrupt and vile schemes, in order to allow a monopoly to enrich themselves, for which privilege they did not spare any money about our council. Could the inside of the scheme be seen through—and it can—I dare say no more vile a swindle was ever perpetrated upon our people. Five times the amount could have been realized for the lands if our council had went at it in a proper way. I have been connected with the press of the Cherokee Nation for the last half dozen years, in fact ever since I have been grown; I have yet a more burning shame to chronicle than the leasing of the "Cherokee strip." As a Cherokee by blood, and representing a great number of our people, I do most solemnly protest against robbery by those monopolists who succeeded in leasing the lands and who persist in depriving us of our pasturage on those lands.

Very respectfully,

AUGUSTUS E. IVEY.

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

BENTONVILLE, ARK., *October 5, 1883.*

SIR: Will you please inform me, as soon as convenient, if there is any contract on record in your office, approved by you, authorizing one W. A. Phillips to appropriate to his own use any portion of the \$300,000 recently paid to the Cherokee authorities, under an act of the last session of Congress, and also whether the lease by the Cherokee Council last fall to a company of cattle men has been approved by you.

Very respectfully,

S. W. PEEL, M. C.,
Fourth District of Arkansas.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 12, 1883.

SIR: Your letter of the 5th instant, addressed to the honorable Secretary of the Interior, inquiring whether "there is any contract on record in your office, approved by you, authorizing one W. A. Phillips to appropriate to his own use any portion of the \$300,000 recently paid to the Cherokee authorities, under an act of the last session of Congress, and also whether the lease by the Cherokee Council last fall to a company of cattle-men has been approved by you," has been referred to this office.

In reply I have to state that there is no such contract as that referred to by you of record in this Department, neither has the honorable Secretary approved the lease you mention.

Very respectfully,

H. PRICE,
Commissioner.

Hon. S. W. PEEL,
Bentonville, Ark.