

L E T T E R

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

In answer to Senate resolution of December 3, 1884, report relative to the leasing of Indian lands in the Indian Territory.

JANUARY 6, 1885.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, January 3, 1885.

SIR: I have the honor to acknowledge the receipt of a resolution of the Senate on the 3d ultimo, of which the following is a copy:

Resolved, That the Committee on Indian Affairs be instructed to inquire what leases of lands in the Indian Territory or Indian reservations for grazing or other purposes have been made by the tribes therein, the number of acres embraced by each of said leases, the terms thereof, and the persons, corporations, or associations named therein as lessees. Also, that the committee inquire as to the circumstances under which said leases were made, and the means used for obtaining the same, and whether said leases are authorized by existing legislation, or are conducive to the welfare of the Indians in said Territory or Indian reservations.

That the committee have power to send for persons and papers and employ a stenographer, and report by bill or otherwise; and that the actual and necessary expenses of said investigation be paid, on the approval of the chairman of said committee, out of the contingent fund of the Senate.

This resolution does not call for any report from me, but as the chairman of the Committee on Indian Affairs has sent a copy to me and requested me to make suggestions, I transmit herewith copy of the report of the Commissioner of Indian Affairs of the 3d instant, inclosing copies of correspondence on the subject, and beg leave to submit the following:

For many years the people living in the vicinity of an Indian reservation have been accustomed to look upon the reservation as public property, and to pasture their cattle thereon, cut hay and timber therefrom, with little or no compensation to the Indians. This has been true of the Indian lands within the Indian Territory as well as the reservation outside of that Territory.

The Indian Territory produces valuable black-walnut and other timber. This timber has been cut off in large quantities and carried out of the Territory without payment to the Indians, who are the legitimate owners thereof. Thousands of cattle have been pastured on the Indian lands of that Territory by cattlemen who have paid in some few instances a small sum per head for the cattle so grazed, or more frequently nothing

at all. Even where the cattlemen have pretended to pay, they have rarely paid on the true number of cattle pastured, but on a small proportion, giving to some Indian chiefs a few dollars to keep them quiet. Just how the old system worked can be seen from the following extract from Agent Dyer's letter of March 16, 1883, concerning the Quapaw Agency. He says:

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.

The right to pasture cattle on the Indian lands with the consent of the Indians has never been doubted until very recently. It cannot be seriously contended by any one that section 2103 of the Revised Statutes is an interdiction to the granting of such grazing privileges. That provision of the statute has no relation to the use or occupation of the lands of the Indians, but refers to contracts made for services to be rendered to the Indians by whites. That the section refers to service, and service alone can be readily seen by an examination of section 2104, which must be taken in consideration with section 2103.

Section 2116 of the United States Revised Statutes reads as follows:

No purchase, grant or lease, or other conveyance of lands, or of any title or claim thereto, from any Indian nation or tribe of Indians, shall be of any validity in law or equity, unless the same be made by treaty or convention entered into pursuant to the Constitution. * * *

This section applies to purchase, grant, lease, or other conveyance of *lands*, but it makes no reference to the products thereof. No prohibition is imposed upon the Indians as to the disposition of the products of the soil. They are not prohibited from disposing of the grass growing upon their lands any more than they are prohibited from disposing of the wheat, corn, or vegetables raised thereon as the fruits of their labor.

United States circuit court, Saint Louis, *Boudinot v. Hunter, Evans, et al.* Suit brought under section 2116, Revised Statutes. Judge Brewer held that section 2116 did not prohibit Indians from granting grazing privileges.

Section 2117 of the Revised Statutes provides as follows:

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 any Indian tribe, *without the consent of such tribe*, is liable to a penalty of one dollar for each animal of such stock.

This section recognizes the rights of the Indians to dispose of the grass growing upon their lands; for if their consent be given to graze stock thereon, the statute is not violated, and the owner of the stock is not liable to the penalty imposed. If this conclusion be correct, by parity of reasoning it would seem that they would have the power to enter into agreement, fixing the price to be paid, and for the protection of their interests.

Now, if any doubt exists as to the right of the Indians generally to dispose of the grass growing on their lands for grazing or other purposes, I think the doubt will be removed by applying the principles enunciated by the Supreme Court in the case of the *United States v. George Cook* (19 Wall., 591).

In this case the Court held—

The fee was in the United States subject only to the right of occupancy. This is the title by which other Indians hold their lands. * * * The right of use and occupancy by the Indians is unlimited. They may exercise it at their discretion. * * * These are familiar principles in this country, and well settled, as applicable to tenants for life and remainderman. But a tenant for life has all the rights of occupancy in the lands of a remainderman. The Indians have the same rights in the lands of their reservations. *What a tenant for life may do upon the lands of a remainderman, the Indians may do upon their reservations, but no more.*

It is a well settled principle of law that a tenant for life may rent or lease the freehold. There is no restriction as to his disposition of the products of the soil, except in certain cases denominated waste, such as the cutting of timber, &c., and he is not liable to the remainderman except for waste. If we are to be governed by the principles laid down by the Supreme Court, we must conclude that an Indian has the same rights; and it must be remembered, too, that this decision was rendered with the knowledge that the 9th section of the act of 1834 was upon the statute book. The 9th section of the act of 1834 is Section 2117 of the Revised Statutes. In this case the Government had not conveyed the land to the Indians. Right of occupancy alone was recognized, and while this applies to the most of the Indian tribes and properly described the tenure by which they hold, it does not apply to the tribes holding a patent from the Government. The privilege to graze cattle is but a license and not a lease. It conveys no interest in the lands occupied. It is true that the Indians did attempt to make leases with a fixed period during which the parties would, if the power existed, have all the rights of lessees, but doubting the power to make, as well as the policy of such leasing, I declined to approve the same as a lease, but did treat them as amounting to a license to be revoked by the Indians at will. All application to the Department to lease lands have been uniformly denied for want of authority in the Department, but such refusal did in no wise interfere with the rights of the Indians to make such use of the lands as was consistent with the character of their title. The permits now complained of as having been given by the Cherokees, were given without even notice to the Department, and neither the Cherokee Nation nor the parties holding such permits have ever asked the Department to approve the same. The Cherokees have a fee simple title to their lands and they do not recognize the right of the Department to interfere in the management of their affairs with reference thereto. Patent was issued to this nation of Indians, December 31, 1838, for their lands in the Indian Territory, under the provisions of articles 2 and 3 of the treaty of 1835 (7 Stat. 428), and in accordance with the terms of the act of May 28, 1830 (Id. 412).

The United States Supreme Court, December term, 1872, in the case of *Holden v. Joy* (17 Pet. 250), in referring to the clause in the patent issued to the Cherokees, which provides that the lands covered thereby, shall revert to the United States if the Indians become extinct, or abandon the same, said:

Strong doubts are entertained whether that condition in the patent is valid, as it was not authorized by the treaty under which it was issued. By the treaty the United States covenanted and agreed to convey the lands in fee-simple title, and it may well be held that if that condition reduces the estate to less than a fee it is void.

In the case of the *United States v. Ben Reese*, at the May term, 1879, of the United States district court for the western district of Arkansas, after reviewing the various treaties and laws and decisions of the courts with reference to the Cherokee lands in the Indian Territory, the court held that there is no limitation on the title conveyed by the United States to the Cherokees by the treaty of 1833, and that if said treaty was inconsistent with the act of 1830, it repealed so much of it as was inconsistent; that the language of the second article of the treaty of 1835, was a recognition of the cession of these lands, and that if they had already been ceded to the Cherokees by the treaty of 1833, the agreement by the United States by the third article of the treaty of 1835, to give them a patent for these lands according to the provisions of the act of Congress of May 28, 1830, was a mere *nudum pactum*. It was an attempt to place a restriction upon the title which had already passed, and which, according to the first article of the treaty of 1833, was to be evidenced by a patent. The court after discussing the question upon the supposition that the condition in the patent is valid, says:

This Indian title being a base, qualified, or determinable fee, with only the *possibility of reversion, and not the right of reversion in the United States, all the estate is in the Cherokee Nation of Indians.*

Attorney-General Devens, in his opinion of January 21, 1880, in the Kansas school land-grant indemnity case (16 Opinions, 430), speaking of the 800,000 acres purchased by the Cherokees under the last clause of the 2d article of the treaty of 1835, and which are included in the patent issued to the Cherokees as provided by article 3 of that treaty, says:

The effect of the conveyance by the United States to the Cherokee Nation of this tract of land upon the purchase made by them under the treaty of 1835 was to vest in the tribe a fee-simple to said tract (*Holden v. Joy*, 17 Wall., 211). This tribe did not hold this tract of land by the ordinary Indian title, which is one of occupancy only, which may be continued indefinitely. In such case the fee-simple to the land is in the United States. The effect of this sale (to the Cherokees) was to separate distinctly the tract from the public lands of the United States and vest it in private ownership.

The 16th article of the treaty of 1866 (14 Stat., 804) provides that—

The United States may settle friendly Indians in any part of the Cherokee country west of 96°, to be taken in a compact form, in quantity not exceeding one hundred and sixty acres for each member of said tribes thus to be selected, the boundaries of each of said districts to be distinctly marked, and the land conveyed in fee-simple to each of said tribes, to be held in common or by their members in severalty, as the United States may decide, * * * the Cherokee Nation to retain the right of possession and jurisdiction over all of said country west of 96° of longitude until thus sold and occupied, after which their jurisdiction and right of possession to terminate forever as to each of said districts thus sold and occupied.

The article does not change or modify the title of the Cherokees or vest any title in the United States to the lands west of 96°. It simply gives the United States the right, with certain conditions to follow, to settle friendly Indians in that country. This is the country which is supposed to have been leased. Judge Parker, of the United States district court for the western district of Arkansas, in a letter of July 17, 1883, in answer to one addressed to him by one C. W. Rogers, says that "if persons take cattle into their (the Indians') country to graze them, they (the Indians) have the right to collect a grazer's tax."

The Senate Committee on Indian Affairs, in a report made June 22, 1874, having had under consideration the petition of sundry citizens of Kansas remonstrating against the imposition by the Cherokee Nation of a tax upon cattle driven through their territory from Texas to north-

ern markets, say, after quoting the 9th section of the act of June 30, 1834, regulating trade and intercourse with the Indians, now section 2117 of the Revised Statutes:

Now, this is conclusive in regard to that portion of the tax exacted for the privilege of grazing stock within the limits of the Cherokee reserve. The tax is within the amount of the penalty fixed by law for grazing stock without the consent of the nations, even though the stock should be kept upon their grazing land full three months. It only remains, then, to inquire into the legality of the tax imposed for the right of way through the country. * * * (Senate Ex. Doc. 74, Forty-fifth Congress, second session, p. 2.)

Under the decisions of the courts as to the title to which they hold their lands, and the guarantee pledged them by the United States in the 16th article of the treaty of 1866, can any one question or doubt their right to make such a disposition of the grass growing on their lands as they have made, whether it is called a lease, license, or permit? The land is theirs and they have an undoubted right to use it in any way that a white man would use it with the same character of title, and an attempt to deprive the nation of the right would be in direct conflict with the treaty as well as the plain words of the patent. They are quite capable of determining, without the aid of the Interior Department or Congress, what is to their advantage or disadvantage, and the Government cannot interfere with their rightful use and occupation of their lands, which are as rightfully theirs as the public domain is that of the United States, subject only to the provisions of article 16 of the treaty of 1866, which at most is only a contract to sell certain portions of the land; but until the Government settles friendly Indians thereon and pays for the land the right of possession and occupancy is especially reserved.

It has been said that the permits or leases from the Cherokee Indians were obtained by fraud and corruption. On this subject the Interior Department has no information not possessed by the public at large. The 5th article of the treaty of 1835 with the Cherokees provides as follows:

The United States hereby covenant and agree that the lands ceded to the Cherokee Nation in the foregoing article shall in no future time, without their consent, be included within the territorial limits or jurisdiction of any State or Territory. But they shall secure to the Cherokee Nation the right by their national councils to make and carry into effect all such laws as they may deem necessary for the government and protection of the persons and property within their own country belonging to their people or such persons as have connected themselves with them: *Provided always*, That they shall not be inconsistent with the Constitution of the United States and such acts of Congress as have been or may be passed regulating trade and intercourse with the Indians; and also, that they shall not be considered as extending to such citizens and Army of the United States as may travel or reside in the Indian country by permission according to the laws and regulations established by the government of the same.

Under provisions of the treaty of 1835 the Cherokees adopted a constitution and organized a government, not on the plan of the former Indian government, but on a plan very nearly resembling that of the several State governments. This constitution provides for an elective chief and the election of members of the council and house of representatives. By the provisions of the treaty of 1846 the Cherokees were recognized as a nation, and the Government stipulated with them that—

Laws shall be passed for equal protection, and for the security of life, liberty, and property; and full authority shall be given by law to all or any portion of the Cherokee people peaceably to assemble and petition their own government, or the Government of the United States, for the redress of grievances, and to discuss their

rights. All armed police, light horse, and other military organizations shall be abolished, and the laws enforced by the civil authority alone.

No one shall be punished for any crime or misdemeanor except on conviction by a jury of his country, and the sentence of a court duly authorized by law to take cognizance of the offense. And it is further agreed all fugitives from justice, except those included in the general amnesty herein stipulated seeking refuge in the territory of the United States, shall be delivered up by the authorities of the United States to the Cherokee Nation for trial and punishment.

This was in consequence of some disorders that had arisen among the different bands of this tribe. The right of the Cherokee Nation to control its property is especially guaranteed by the provisions of Article 5 of the treaty of 1835 and the subsequent treaties. This is especially the case in the treaty of 1866, as may be seen by reference to Article 16 of that treaty, wherein it is stipulated that the lands to be taken by the United States to settle friendly Indians on should be paid for at such price as the *Cherokees and such friendly Indians might agree on, subject to the approval of the President of the United States*. The rights reserved to the United States are clearly expressed in the several treaties, and the right of the United States to control the Cherokee property and prevent the nation from having the full and absolute control of the products of these lands is not even suggested. On the contrary, the Government guarantees, in Article 26, as follows:

The United States guarantee to the people of the Cherokee Nation the quiet and peaceable possession of their country and protection against domestic feuds and insurrections, and against hostilities of other tribes. They shall also be protected 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. In case of hostilities among the Indian tribes, the United States agree that the party or parties commencing the same shall, so far as practicable, make reparation for the damages done.

The Department has not considered it the duty of the Commissioner of Indian Affairs or the Secretary of the Interior to interfere with the affairs of the Cherokee Nation, except in the case especially provided for by treaty with that nation.

It has been asserted that the military power of the Government has been used to keep the parties claiming leases in possession of the premises claimed by them, and to keep those not having such permits from the Indians from interfering with them. This is an error. The Department has not been called on to take any measures to protect the parties in possession, nor to keep off parties who are intruding on such possession, nor in any manner to interfere, except in one instance, when it was claimed that the Kiowas and Comanches had interfered with the stock on the Cheyenne and Arapahoe Reservation; but in that instance the Department did not consider it a matter for interference, and nothing was done. There has been no conflict, so far as I am aware, between the parties holding permits and those not holding permits, and the Indians have not asked to have removals made, either of parties holding permits or occupying the country with stock without such permits.

The title to the lands occupied by the Osages, Kaws, Pawnees, Poncas, Nez Percés, Otoes, and Missourias, in the Indian Territory, is held by the United States in trust for such Indians, by deed from the Cherokee Nation. The Government is the trustee without interest, and the Indians are the *cestuis que trust*, being the real owners of such land. But these Indians are not the tenants of the trustees and cannot be dispossessed, because their right of occupation and use of the lands was fixed in the statute creating the trust; the United States is the naked trustee and whatever the Indians might do with the fee in them

they may do with the fee in the United States in trust for them, except to sell the lands. Some of the Indians named have bought and paid for their lands, and are entitled under the treaty with the Cherokees to a fee-simple title in themselves. Their right to occupy and control the possession of such lands, and to receive the products thereof cannot be questioned; and Congress cannot interfere to prevent the *cestuis que trust* from having the usual and natural use of the lands so occupied by them. Any attempt to do so would be a confiscation of the lands. The laws excluding white men from Indian reservations were enacted for the benefit of the Indians. In all cases where the Department has felt that the presence of white men on the reservation was injurious to the Indians, they have been removed. In all cases where the Indians have asked their removal, the Department has acceded to the wishes of the Indians and caused their removal, without reference to the question whether their presence was injurious or not. On the other hand, if the Indians favored their remaining, they have rarely been disturbed, and never, unless as before stated, their presence was clearly injurious to the Indians. This applies to the uncivilized tribes. But it is manifestly unfair to the Indians to exclude white men from their midst whose presence they desire and declare to be beneficial to them, and it should not be done unless their presence is clearly injurious to the Indians. It cannot be demonstrated that the permission given by the Indians to the owner of cattle to graze them on the Indian lands is injurious to the Indians. Isolation of the Indian from the white man was once thought necessary to protect him from the vices of civilization, but such isolation, even if desirable, has now become impossible. But such isolation is not desirable, and the Indian will become civilized much more readily when he comes in daily contact with white men, and certainly so, if such contact is of his own choice and seeking. If the lands so occupied by cattlemen are not required for the grazing of the herds of the Indians or for agricultural purposes, the Indians are not only benefited by contact with the whites, but by the compensation received for such grazing privileges. Prior to 1883, the Indians received but a small amount for the privileges of grazing on the lands to what they have received during the years 1883 and 1884. I have no data by which I can arrive at the amount received by the Cherokees or other civilized tribes prior to 1884, but the Cheyennes and Arapahoes, Osages, Kiowas, Sac and Fox, Pottawatomies, Absentee Shawnees, and Quapaws, for the year 1881-1882, only received the sum of \$1,922.38, while the whole number of persons who had cut grass and grazed cattle on said Indian reservation was one hundred and twenty individuals and firms. During the year 1881-1882 the Cheyennes and Arapahoes received nothing except a few dollars paid to their chiefs, notwithstanding a large number of cattle were grazed on the reservation during the greater part of both years. It is this class of persons who grazed the cattle on Indian lands without pay to the Indians who are now complaining of favoritism in allowing the Indians to exact a suitable compensation for the privileges granted, and notwithstanding the fact that the Indians are now receiving fifty dollars for every dollar received under the old system, they insist that there must be a return to the old system, because the statute is being violated. Free pasturage was not complained of. Lawless persons might, and did for years, invade the Indian lands, stealing their timber and feeding their cattle on the grass, without any warning cry being raised, but when the Indians are compensated partially at least for these privileges, the cry goes up from their former despoilers that the statute is being violated.

During the year 1884 there has been paid to the Cheyennes and Arapahoes, \$77,351.60; to the Poncas, \$1,700; to the Otoes, \$2,100; Pawnees, \$4,500; Sac and Fox, \$4,000; Osages, \$13,160; Quapaws, \$3,000; Kiowas, \$2,080; making a total of \$107,891.60. In addition to this, the Cherokees have received \$100,000 for grazing on the lands known as the Cherokee strip, or outlet.

It will be seen by the foregoing that the Interior Department has for years recognized the right of the Indians to receive compensation for the pasturage of stock on the reservation; that such right has been recognized by the courts and by a Senate committee. In my report of November 1, 1883, I called attention to these proposed leases and recommended that Congress should legislate on the subject both in the interest of the Government and the Indians. Again, in my report of November 1, 1884, I called attention to this subject, and said:

In my last report I called attention to the occupation of certain Indian reservations by stockmen with their herds, under an arrangement made with the Indians. I declined to treat these arrangements as leases made on the part of the Indians, but did treat them as licenses on the part of the Indians recognized by section 2117 of the Revised Statutes. I do not understand that the parties so occupying these lands with the consent of the Indians are there in violation of law, but their condition is not a satisfactory one either to themselves or the Department. The Department, in allowing them to remain, reserved the right to put them off of such reservation, notwithstanding such permit or license, if the Department considered it necessary to do so in the interest of the Indians. How far the Government may disregard the license so given by the Indians is a question that need not be discussed until it is presented, but should the Department attempt such exclusion against the wishes of the Indians, it would certainly lead to trouble. The amount paid for such privileges is understood to be about two cents per acre for the lands so occupied. This amount is not a fair compensation at this time for the use of such lands, or for at least a considerable portion thereof. Much of the land so occupied could be leased at from four to six cents per acre. The Cheyenne and Arapaho Indians attempted to lease 3,867,880 acres of their reservation, leaving unoccupied by stockmen about 430,000 acres. From the land so occupied by stockmen the Arapahoes and Cheyennes received last year two cents per acre, amounting to \$77,357.60, or an average of \$12.33 per capita. As it is believed that this reservation might be leased at from four to six cents per acre, the amount may be increased to \$24.66, or \$36.99 per capita. It is believed that the cattlemen will very readily consent to double or treble the price now paid if they can have some assurance that they will not be disturbed at the whim or caprice of the Indians. The amount now received, \$12.33 per capita, is a sum quite sufficient, if the Department could control its payment to the Indians, to aid very materially in their support and civilization. A family of five persons would receive \$61.65 per annum at 2 cents per acre. At 6 cents per acre the amount realized would go far toward their support without further aid from the Government. Other tribes also have good grazing lands that might be leased at profitable rates, leaving the Indians a sufficient quantity of land for their own use, either for agriculture or grazing. Some legislation should be had on the subject to enable the Government to demand and receive for the Indians the full value for the occupation of their lands, and to prevent conflicts between rival claimants holding such licenses or privileges. Such occupants are not on the reservation in violation of law if they have the consent of the Indians; yet, should their conduct be such as to convince the Department that their presence is injurious to the Indians, it is quite difficult to say what would be the result of an attempt on the part of the Department to remove them if the Indians continue to consent to their remaining. While there can be no objection to allowing the Indians of the Indian Territory to lease their lands for grazing purposes, there is a serious objection to allowing the Indians on reservations outside of the Indian Territory to lease lands valuable for agricultural purposes for the purpose of grazing only. If the reservation is larger than is required for the use of the Indians occupying it, there should be a reduction thereof, and all that is not needed for the use of the Indians should be opened to settlement. The time has passed when large and valuable tracts of land fit for agriculture can be held by Indians for either hunting or grazing lands to the exclusion of actual settlers.

I desire to emphasize what I then said about allowing Indians to control large and valuable tracts suitable for agricultural purposes, of which they make but little or no use, and thus prevent the settlement

and development of the country. I do not propose that the Government shall confiscate these lands, or open them to settlement without proper compensation to the Indians, and while the title is held either by the Indians, or the Government for them, they should be prohibited from intrusion by unauthorized persons, and allowed to receive all the advantages that can be had from the ownership or occupation of such lands. But the interest of the Indians and people of the United States demands that they should not be allowed to own large and valuable tracts to the exclusion of the settlers, when such lands are not needed by the Indians. It is a misfortune to any country to have its lands held in large tracts by few owners, and it is the more so if held by owners who neither make use of it themselves nor allow others to do so.

Very respectfully,

H. M. TELLER,
Secretary.

The PRESIDENT PRO TEMPORE OF THE SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
January 3, 1885.

SIR: I have the honor to acknowledge the receipt by Department reference, for report and copies of such papers in relation to the subject as may be on file in this office, of a copy of a resolution of the Senate adopted December 3, 1884:

That the Committee on Indian Affairs be instructed to inquire what leases of lands in the Indian Territory or Indian reservations for grazing or other purposes have been made by the tribes of Indians therein, the number of acres embraced by each of said leases, the terms thereof, and the persons, corporations, or associations named therein as lessees; also, that the committee inquire as to the circumstances under which said leases were made, and the means used for obtaining the same, and whether said leases are authorized by existing legislation, or are conducive to the welfare of the Indians in said Territory or Indian reservations. * * *

In reply thereto, and in accordance with the form suggested by the chairman of the committee in his letter to this office dated the 9th ultimo, I have the honor to transmit herewith—

A tabulated statement or schedule, marked Exhibit A, of all leases of lands in the Indian Territory or Indian reservations for grazing or other purposes, which have been made by Indian tribes, so far as the same have come to the official knowledge of this office, showing the date, names of parties, description and quantity of lands, terms, and rental, embraced in such leases, respectively, with references to the sources from which such information is derived.

A copy, marked Exhibit B, of a certified copy of a lease dated July 5, 1883, made between Dennis W. Bushyhead, principal chief of the Cherokee Nation, on behalf of said nation, and E. M. Hewins *et al.*, directors in trust for the Cherokee Strip Live Stock Association, a corporation of Kansas, of 6,000,000 acres of unoccupied lands of the Cherokee Nation, west of the ninety-sixth meridian, and west of Arkansas River, Indian Territory.

A copy, marked Exhibit C, of a certain paper writing purporting to be a copy of a lease dated January 8, 1883, made between the chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, and Albert G. Evans, of Saint Louis, Mo., of 456,960 acres of land of the Cheyenne and Arapaho Reservation, Indian Territory.

A copy, marked Exhibit D, of a certain paper writing purporting to be a copy of a lease dated January 8, 1883, made between the chiefs and head men of the Cheyenne and Arapaho tribes of Indians and Robert D. Hunter, of Saint Louis, Mo., of 500,000 acres of land of the Cheyenne and Arapaho Reservation, Indian Territory.

A copy, marked Exhibit E, of a certain paper writing purporting to be a copy of a lease dated March 19, 1884, made between Charles Quapaw and the Quapaw tribe of Indians and H. B. Crowell, of Kansas, of a part (quantity unknown) of the Quapaw Reservation, Indian Territory.

A copy, marked Exhibit F, of a certain paper writing purporting to be a copy of a lease dated April 25, 1884, made between the Prairie band of Pottawatomie Indians living on the Diminished Pottawatomie Reservation, in Jackson County, Kansas, and T. J. Anderson & Co., of Topeka, Kans., of about 20,000 acres of land of said Diminished Reserve.

Copies, marked Exhibit G, of extracts from official reports of United States Indian inspectors and Indian agents for 1883 and 1884, relating to leases made by Indian tribes; also copies of sundry documents and correspondence on file and of record in this office and the Indian Division of the Department, touching the subject-matter of the resolution, classified as follows, viz:

No. 1. Copies of miscellaneous documents and correspondence (supplemental to that hitherto furnished by this office January 11, 1884, in reply to Senate resolution of December 4, 1883, as printed in Senate Ex. Doc. No. 54, Forty eighth Congress, 1st session, pp. 2-53) relating to leases of lands made by various Indian tribes in the Indian Territory, and embracing the following-named Indian lands or reservations, viz: Osage, Otoe, Ottawa, Pawnee, Peoria and Miami, Citizen Pottawatomies, Quapaw, Sac and Fox, and unoccupied lands in the Indian Territory.

No. 2. Copies of documents and correspondence (supplemental to that hitherto furnished by this office January 11, 1884, in reply to Senate resolution of December 4, 1883, as printed in Senate Ex. Doc. No. 54, Forty-eighth Congress, 1st session, pp. 53-126) relating to leases of land in the Indian Territory made by the Cheyenne and Arapaho Indians; the action of the Kiowa, Comanche, and Apache Indians on the same general subject; also of correspondence relating to the boundary lines between the respective reservations of said tribes.

No. 3. Copies of documents and correspondence (supplemental to that hitherto furnished by this office January 11, 1884, in reply to Senate resolution of December 4, 1883, as printed in S. Ex. Doc., No. 54, 48th Congress, first session, pp. 126-160), relating to a lease made by the Cherokee Nation of lands west of 96th meridian, Indian Territory, for grazing purposes; also of correspondence showing the action taken by the Department in opening cattle trails through the leased lands.

No. 4. Copies of miscellaneous documents and correspondence in reference to leases and applications for leases of Indian lands or reservations, other than those in the Indian Territory, and embracing the following reservations, viz:

Diminished Pottawatomie Reserve, Kansas; Siletz Reserve, Oregon; Sioux Reserve, Dakota; Uintah Reserve, Utah; Southern Ute Reserve, Colorado; Lumni Reserve, Washington Territory; Old Winnebago Reserve, Dakota; Jicarilla Apache Reserve, New Mexico; Wind River Reserve, Wyoming; San Carlos Reserve, Arizona; Omaha Reserve, Nebraska; Klamath Reserve, Oregon; Quinalt Reserve, Washington Territory.

Copies of all papers and correspondence in relation to leases on the

Crow Reserve, Montana, supplemental to those hitherto furnished and appearing in S. Ex. Doc. No. 139, 48th Congress, first session, were transmitted by this office to the Department on the 29th ultimo, in answer to a resolution of the Senate calling for such information adopted on the 17th ultimo.

I also transmit herewith a map of the Indian Territory, with explanatory references, for use of the committee, in connection with the Schedule A. In some respects the map is necessarily imperfect, but it is the best that can be compiled from the data in possession of this office.

It will be observed that the papers herewith transmitted relate almost exclusively to leases and attempted leases of Indian lands, or parts of Indian reservations in the Indian Territory and elsewhere. There are numerous instances of record in this office where temporary grazing privileges on Indian reservations have been granted with the consent of the Indians upon payment of a stipulated tax of so much per head for the grazing season, but as such privileges have never approached or assumed the form of a lease they are not deemed as coming within the scope of the resolution, and hence the correspondence relating thereto, which is also voluminous, is omitted. It can, however, be supplied if required by the committee.

I will add that the action of this office in connection with the general subject of leasing has been governed by the views of the Department as expressed in Department letter to E. Fenlon of April 25, 1883 (S. Ex. Doc. No. 54, 48th Congress, first session, p. 99).

The copy of the Senate resolution is herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

EXHIBIT A.

Schedule of leases purported to have been made by various Indian tribes of lands in the Indian Territory and Indian reservations for cattle-grazing and other purposes, to accompany Report of Commissioner of Indian Affairs, January 3, 1885, in answer to Senate resolution of inquiry December 3, 1884 (Forty-eighth Congress, first session).

No.	Date.	By what tribe made.	To whom made.	Description and location of lands.	Acres.	Term.	Annual rental or price per acre.	Remarks.
		INDIAN TERRITORY.						
1	July 5, 1883	Dennis W. Bushyhead, principal chief, on behalf of the Cherokee Nation.	E. M. Hewins, et al., directors, in trust for the Cherokee Strip Live Stock Association, a corporation of Kansas.	All the unoccupied lands of the Cherokee Nation west of 96th meridian and west of Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnees, Poncas, Nez Perces, Otoes and Missourias, Osages, and Kansas Indians, or the salines set apart to be leased separately under act of Congress approved August 19, 1882.	6,000,000	5 years from October 1 1883.	\$100,000 per annum, payable semi-annually in advance.	Leased for grazing purposes (see S. Ex. Doc. No. 54, 48th Cong., 1st sess., pp. 126-160). Certified copy of lease filed by Cherokee delegation in Interior Department June 24, 1884; referred to the Office of Indian Affairs same date. For copy thereof, see Exhibit B, herewith; see, also, copies supplemental correspondence, &c., relating to leases of Cherokee lands west of 96° I. T., No. 3, also furnished herewith.
1	Jan. 8, 1883	Cheyenne and Arapaho.	E. Fenlon, Leavenworth, Kans.	Part of Cheyenne and Arapaho Reserve established by Executive order of August 10, 1869.	564,480	10 years.....	2 cents per acre.	Leased for grazing purposes. Neither the originals nor copies of these leases on file in the Indian Office. This data is compiled from Agent Miles' official letters dated February 2, 1883, and April 2, 1883, and map as printed on pp. 88, 90, 93 of S. Ex. Doc. No. 54, 48th Congress, 1st session. Also from official reports of United States Indian Inspector Gardner, dated November 24, 1883, and September 23, 1884, extracts furnished herewith. Exhibit G, pp. 1, 2. See, also, copies supplemental correspondence, &c., relating to Cheyenne and Arapaho Reserve No. 2.
2	Jan. 8, 1883	.....do.....	Wm. E. Mallaley, Caldwell, Kans.	.....do.....	564,480	.....do.....	.....do.....	
3	Jan. 8, 1883	.....do.....	Hampton B. Denman, Washington, D. C.	.....do.....	575,000	.....do.....	.....do.....	
4	Jan. 8, 1883	.....do.....	Jesse S. Morrison, Darlington, Ind. T.	.....do.....	138,240	.....do.....	.....do.....	
5	Jan. 8, 1883	.....do.....	Lewis M. Briggs, Muscotah, Kans.	.....do.....	318,720	.....do.....	.....do.....	

6	Jan. 8, 1883	Chiefs and headmen of the Cheyenne and Arapaho tribes of Indians.	Albert G. Evans, Saint Louis, Mo.	do	456,960	do	do	Leased for grazing purposes. See S. Ex. Doc. No. 54, 48th Congress, 1st session, pp. 92, 93, and map. Copies of these two leases filed in Interior Department by H. M. Pollard June 30, 1883, and referred to office of Indian Affairs December 10, 1884. For copies thereof see Exhibits C and D. See, also, copies supplemental correspondence, &c., relating to Cheyenne and Arapaho Reserve, &c. (No. 21), furnished herewith. Also official reports of Inspector Gardner above referred to. Exhibit G, pp. 1, 2.
7	Jan. 8, 1883	do	Robert D. Hunter, Saint Louis, Mo.	do	500,000	do	do	Taken from official reports of Inspector Gardner November 24, 1883, and September 23, 1884. Exhibit G, pp. 1, 2. No copy of lease on file in Indian Office.
						3,117,880		
8	Oct. 15, 1883	Cheyenne and Arapaho Indians.	Unknown	do	714,000	Unknown	do	Leased for grazing purposes. See official reports of Agent L. J. Miles, December 4, 1883, and Inspector Gardner, January 1, 1884. S. Ex. Doc. No. 54, 48th Cong., 1st sess., pp. 49, 52, and 53, and map. Also extract from Inspector Gardner's official report November 11, 1884. Exhibit G, pp. 3, 4. There are no copies of these leases on file in the Indian Office.
						3,831,880		
1	Sept. 29, 1883	Osage	Florer & Pollock	Osage lands	75,000	Unknown	3 cents	Leased for grazing purposes. See official reports of Agent L. J. Miles, September 12, 1883, and Inspector Gardner, January 1, 1884. S. Ex. Doc. No. 54, 48th Cong., 1st sess., pp. 45, 46, 53. Also extract from Inspector Gardner's official report November 11, 1884. Exhibit G, pp. 3, 4. No copy of this lease on file in the Indian Office.
2	Nov. 7, 1883	do	E. M. Hewins	do	80,000	do	3½ cents	
3	Nov. 8, 1883	do	Leahy & Carpenter	do	50,000	do	3 cents	
4	Nov. 8, 1883	do	Waite & King	do	45,000	do	3 cents	
5	Nov. 8, 1883	do	John Sodestran	do	50,000	do	3 cents	
6	Nov. 8, 1883	do	Crane & Lorimer	do	80,000	do	3 cents	
					380,000			
1	Oct. 1, 1883	Kansas or Kaw	T. J. Gilbert	Kansas or Kaw lands	52,000	do	4 cents	Under cultivation. See extract from Inspector Gardner's official report November 11, 1884. Exhibit G, p. 4. No copy of this lease on file in the Indian Office.
2	Unknown	do	W. J. Pollock	do	300	do	50 cents	

Schedule of leases purported to have been made by various Indian tribes of lands in the Indian Territory and Indian reservations, &c.—Continued.

No.	Date.	By what tribe made.	To whom made.	Description and location of lands.	Acres.	Term.	Annual rental or price per acre.	Remarks.
		INDIAN TERRITORY— Continued.						
1	Mar. 19, 1884	Charles Quapaw and the Quapaw tribe of Indians.	H. R. Crowell, Kans ..	Part of Quapaw Reserve.	Unknown...	2 years from date, with privilege of renewal.	\$3,000 per annum	Leased for grazing purposes. For copy thereof see Exhibit E; see also report of Special Agent Robb, May 3, 1884, copied in supplemental miscellaneous correspondence, &c., relating to reservations in Indian Territory, No. 1.
1	Unknown ...	Ottawa .....	.....do	Part of Ottawa Reserve	5,000	Unknown ...	12½ cts. per acre.	See S. Ex. Doc., No. 54, Forty-eighth Congress, first session, pp. 30-36; also report of Agent Dyer, January 14, 1884, copied in supplemental miscellaneous correspondence relating to reservations in Indian Territory, No. 1. No copy of lease on file in Indian Office.
1	....do	Miami	J. W. Preston	Part of Miami Reserve	8,640	....do	10 cents per acre.	See report of Agent Dyer January 14, 1884, copied in supplemental miscellaneous correspondence relating to reservations in Indian Territory, No. 1. No copy of lease on file in Indian Office.
1	....do	Nez Percé	Unknown	One-half of the Nez Percé Reserve.	*45,000	5 years	\$2,000 per annum	Presumably for grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of the lease on file in Indian Office.
1	....do	Ponca .....	.....do	One-half of the Ponca Reserve.	*50,000	....do	\$1,700 per annum	Presumably for grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of this lease on file in Indian Office.
1	June 1, 1884	Pawnee .....	.....do	Part of Pawnee Reserve.	150,000	5 years	3 cents per acre.	For grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of this lease on file in Indian Office.
1	....do	Otoe and Missouriia ..	.....do	One-half of Otoe and Missouriia Reserve.	65,000	....do	\$2,100 per annum	Presumably for grazing purposes. See extract from Inspector Gardner's official report, October 17, 1884, Exhibit G, p. 3. No copy of this lease on file in the Indian Office.

1	Oct. 10, 1884	Sac and Fox	Warren, Lambert and Moore, Kansas.	Part of Sac and Fox Reserve.	200,000	10 years.....	\$4,000 per annum	Leased for grazing purposes. See extract from official report of Inspector Gardner, October 28, 1884, Exhibit G, p. 3; also copy letter from Agent Taylor, November 10, 1884. Supplemental miscellaneous correspondence, &c. (No. 3). No copy of this lease on file in the Indian Office.
1	Unknown ...	Iowa.....	C. C. Pickett and E. B. Townsend.	Part of Iowa Reserve, Ind. Ter.	Unknown...	Unknown...	Unknown.....	For grazing purposes. See extract from official report of Agent Taylor, August 11, 1884, Exhibit G, p. 12. No copy of this lease on file in the Indian Office.
		KANSAS.						
1	Apr. 25, 1884	Prairie Band of Pottawatomie Indians living on the Diminished Pottawatomie Reservation in Jackson County, Kansas.	T. J. Anderson & Co., Topeka, Kans.	Part of the Diminished Pottawatomie Reservation in Jackson County Kansas.	*20,000	10 years from January 1, 1884.	\$3,000 per annum, payable semi-annually.	Leased for grazing and stock-raising purposes. For copy of a copy of lease see Exhibit F; see also copies of miscellaneous documents, &c., relating to leases of lands on Indian reservations other than those in Indian Territory, No. 4.

* Estimated.

EXHIBIT B.

EXECUTIVE DEPARTMENT, CHEROKEE NATION,
Tahlequah, June 19, 1884.

I, John L. Adair, assistant executive secretary, hereby certify that the transcripts hereunto attached are correct copies of the original papers now on file in this department, the lease of the Cherokee lands west of the Arkansas River, various powers of attorney, authorizing the signing of certain names thereto, and a resolution of the Cherokee Strip Live Stock Association confirming the action of attorneys.

Witness my hand and seal of the Cherokee Nation, this the day and year first-above written.

[SEAL.]

JOHN L. ADAIR,
Assistant Executive Secretary.

This indenture, made the fifth day of July, in the year of our Lord one thousand eight hundred and eighty-three, by and between Dennis W. Bushyhead, principal chief of the Cherokee Nation, for and on behalf of said Cherokee Nation, party of the first part, and E. M. Hewins, J. M. 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 and on behalf of the Cherokee Strip Live Stock Association, a corporation organized and existing under and by virtue of the laws of the State of Kansas, for themselves, as directors in trust and assigns, parties of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved, and contained on the part and on behalf of the party of the second part, and their successors in trust and assigns, to be well and faithfully kept and performed, doth, by authority of law in him vested as principal chief, by and through an act of the national council, which said is entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian," approved in special session May 19th, A. D. 1883, which said act is especially referred to and made part of these presents, does by these presents lease for grazing purposes only unto the aforesaid 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 as aforesaid, their successors and assigns, parties of the second part, all and singular, the unoccupied lands of and belonging to the Cherokee Nation, being and lying west of the 96th "meridian" and west of the Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnees, Poncas, Nez Percés, Otoes, Missourias, Osages, and Kansas Indians, or the Salines, set apart to be leased separately under act of Congress approved August 7th, A. D. 1882, as hereinafter set forth; the said portion herein leased for grazing purposes containing six million (6,000,000) of acres, more or less, and lying east of the one hundredth meridian, and the said hereinbefore named parties of the second part, their successors and assigns, shall, for the purpose herein set forth, have and hold the above mentioned and described premises from and after the first day of October, one thousand eight hundred and eighty-three (1883), for and during the term and period of five years thence next ensuing from said date, subject to the qualifications hereinafter provided for, and upon yielding and paying for the same the amounts of money as hereinafter provided for; and the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, E. W. Payne, and Chas. H. Eldred, directors in trust as aforesaid, hereby covenant and agree, on behalf of themselves, as such directors in trust for said Cherokee Strip Live Stock Association, their successors in trust and assigns, and not otherwise, in consideration hereof, and of the leasing aforesaid, to pay, on the order of the principal chief aforesaid, into the treasury of the Cherokee Nation at Tahlequah, Indian Territory, yearly, and for each and every one of said five years, the annual sum of one hundred thousand dollars (\$100,000.00) lawful money of the United States, the same to be paid in two equal semi-annual payments, to be made and so paid in advance, to wit: On the first day of October and the first day of April in each and every year during the said term. Provided always, and it is further covenanted and agreed between the said parties hereto that if the said semi-annual payment in advance, or any part thereof, shall remain unpaid after the expiration of thirty days after the date the same becomes due as herein agreed to be paid; or if default shall be made in any of the covenants hereinbefore or hereinafter set forth, or as contained and required by the act of the national council approved May 19th, A. D. 1883, as aforesaid, on the part and in behalf of the said parties of the second part, then and from thenceforth, it may be lawful, and is agreed that said principal chief, or his successors in office, may declare the lease to be forfeit, and annulled, and the said party of the first part may enter into and resume possession of the premises herein leased. And it is further agreed, in accordance with the act of said national council, that

in case the lands hereinbefore described, or any part of them included in the terms of this lease, shall be disposed of under present existing laws, or laws hereinafter to be passed by the Congress of the United States, by the said Cherokee Nation, that on the party of the first part giving six months' notice thereof to the party of the second part, that then, and in that event, the terms and conditions of this lease and the lease thereof shall terminate on the expiration of the said six months from the date of said notice, to all or any portion of said tract of unoccupied Cherokee land thus sold or disposed of, and the parties to whom said lands or any portion of them should then be disposed of or sold to may enter into and take possession of the same; but then, and in that event, the said party of the second part, their successors and assigns, shall not be chargeable with rent on the lands so sold, but shall be allowed a rebate on all subsequent payments made on account of this lease at the rate of one and two-thirds (1 $\frac{2}{3}$.) cents per acre per annum on the lands so sold or disposed of.

Further, it shall be the privilege of said party of the second part, their successors or assigns, to erect on said lands such fences, corals, and other improvements as may be necessary and proper and convenient for the carrying on of their business and for utilizing said lands for the purposes for which they are leased. And in case this lease shall be terminated as to all or any part of said lands by the disposal of the same as heretofore provided and set out, the said party of the second part shall have the right to remove all of said improvements, fences, and corals, except such portions thereof as may be made from the timber or other property of the Cherokee Nation, or timber for which has been obtained from the aforesaid tract. It shall further be the privilege of said party of the second part, their successors and assigns, to cut from the territory herein leased such timber as may be necessary for the purpose of building the fences, corals, and improvements here before authorized to be erected on said leased premises, and to cut from said lands such timber as may be necessary for firewood and fuel, but not otherwise, and to commit no waste thereon.

And the said party of the second part doth further covenant and agree with the said Dennis W. Bushyhead as aforesaid, and as parts and conditions of this lease or contract, well and truly and without deduction or delay, to make all payments as required in the foregoing, in the manner limited and prescribed; and in case of any failure as aforesaid, the said party of the second part agree that they will peaceably surrender the premises herein leased, and all improvements or erections thereon; and the said party of the second part, their successors and assigns, further agree and obligate themselves, and this is one of the conditions of this lease, to make no permanent improvements (the improvement, the right to make which is hereinbefore granted, being considered temporary improvements) on the aforesaid premises or leased tract, and only such temporary improvements as are authorized by the act of the national council approved May 19th, 1883, hereinbefore referred to; and on the expiration of the lease or its being declared forfeited by default in the payments, as hereinbefore provided, then, and in either event, all improvements, structures, or erections thereon shall be and become the property of the Cherokee Nation; and said nation shall have possession of the same, and all and singular of such erections and improvements shall absolutely revert to and become the property of the Cherokee Nation, party of the first part.

And the second party of the second part further covenants and agrees with the said party of the first part, as one of the conditions of this lease, that they will cut no timber for removal from said lands, or take or remove any material or property being part of the premises so leased; or remove or ship material therefrom; and that they will use all due diligence to prevent the cutting or removing of any timber or other material therefrom; and that they will faithfully observe the intercourse laws of the United States; that they will obstruct no mail or stage line, and that they will not interfere with the salines, located or to be located, under the provisions of the act of Congress, before mentioned, approved August 7th, 1852. And it is further agreed between the parties of the first part and the second part, that the grounds excepted and reserved from, and not included in, the terms of this lease, necessary for the manufacture of salt at the said salines, may and shall not exceed in the aggregate for said salines, and all of them, one hundred thousand acres, with a right of way to and from said salines, such as may be required properly to work them; and the said party of the second part do hereby obligate themselves, for themselves as directors in trust aforesaid, their successors and assigns, *will* and truly to observe and faithfully execute all and singular of the foregoing agreements and covenants, which are declared to be part of the agreement, in consideration of which this lease is granted. And the said party of the first part, principal chief of the Cherokee Nation, in accordance with the act of the national council, as aforesaid, and on condition of the faithful payment of the sum of money as hereinbefore stipulated, in the manner and with the conditions hereinbefore prescribed, and as the further condition that the said party of the second part will well and truly fulfill all of the conditions, covenants, and agreements herein set forth, doth hereby covenant and agree by these presents that the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S.

Miller, A. Drumm, E. W. Payne, and Chas. H. Eldred, directors in trust for the Cherokee Strip Live Stock Association, their successors in trust, and assigns, shall and may at all times during the said term, subject to the conditions as aforesaid, peaceably hold and enjoy all the privileges of lease on the said premises, free, clear, and harmless from any let or hindrance whatsoever, together with all the privileges and rights of said party of the first part, in reference to the same, according to law and treaty stipulation.

In testimony whereof the said party of the first part, the said D. W. Bushyhead principal chief, has signed his name as such principal chief and caused the seal of the Cherokee Nation to be affixed to these presents, and the said parties of the second part, the said E. N. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, Ben. S. Miller, A. Drumm, and E. W. Payne, directors in trust, have caused these presents to be signed on their behalf by Chas. H. Eldred, their true and lawful attorney in fact, evidence of his authority being attached to the lease retained by the party of the first part, and the said Chas. H. Eldred, director in trust, signing his himself.

Done in duplicate, at Muscogee, Indian Territory, this the seventh day of July, in the year of our Lord one thousand eight hundred and eighty-three.

D. W. BUSHYHEAD, [SEAL.]
Principal Chief.

E. M. HEWENS, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

Signed and sealed in the presence of—

J. G. VOSE.
EDWIN E. WILSON.
JNO. F. LYONS.

J. W. HAMILTON, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

A. J. DAY, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

S. TUTTLE, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

M. H. BENNETT, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

BEN. S. MILERL, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

A. DRUMM, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

E. W. PAYNE, [SEAL.]
By CHAS. H. ELDRED,
Attorney in Fact.

CHAS. H. ELDRED. [SEAL.]

Resolved, That the action of Charles H. Eldred, acting under separate and individual power of attorney from the member of this board, in signing and executing on behalf of the board of directors and the association, the lease of the Cherokee strip made between the principal chief of the Cherokee Nation and the board of directors be, and the same is hereby, confirmed, fully ratified, and adopted as the act and deed of the board of directors, acting for and on behalf of the Cherokee Strip Live Stock Association, and the secretary is directed to forward a copy of this resolution, duly certified and sealed, to Chief Bushyhead, to be by him attached to the original lease in his possession.

Attest,
[SEAL.]

JOHN A. BLAIR,
Sec'y C. S. L. S. Asso.

CALDWELL, KANS., July 10, 1883.

Power of attorney.

Know all men by these presents that I, J. W. Hamilton, of Summer County, in the State of Kansas, have made, constituted, and appointed, and by these premises do make, constitute, and appoint, Chas. H. Eldred and Andrew Drumm, or either of them, of

Barber County, in the State of Kansas, my true and lawful attorney in fact, for me and in my name, place, and stead, and to my use, to sign my name as director to any papers relating to the leasing of grounds known as the Cherokee lands west of 96 by or for the "Cherokee Strip Live Stock Association."

Giving unto the said attorneys, or either of them, full power to do everything whatsoever requisite and necessary to be done in the premises as fully as I could if personally present. With full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

In testimony whereof I have hereunto set my hand this 25th day of June, 1883.

J. W. HAMILTON.

Executed in presence of—

HENRY S. CARTER.

STATE OF KANSAS,
Summer County, ss:

Be it remembered that on this 25th day of June, 1883, before me, the undersigned, a notary public in and for the county and State aforesaid, came J. W. Hamilton, who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written.

HENRY S. CARTER,
Notary Public.

Com. expires 19 January, 1884.

Power of attorney.

Know all men by these presents that E. W. Payne, of Barber County, in the State of Kansas, have made, constituted, and appointed, and by these presents does make, constitute, and appoint Chas. H. Eldred, A. Drumm, Ben. S. Miller, or either of them, of Summer County, in the State of Kansas, his true and lawful attorney in and for him and in his name, place, and stead, and to his use to sign his name as director of the Cherokee Strip Live Stock Association, to a lease of the Cherokee lands, west of the 96 meridian on the east to the 100 meridian west, as provided for in a bill passed by the Cherokee council, entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96 meridian."

Giving unto the said attorney full power to do everything whatsoever requisite and necessary to be done in the premises as fully as I could if personally present.

With full power of substitution and revocation, hereby ratifying and confirming all that * * * said attorney shall lawfully do, or cause to be done, by virtue hereof.

In witness whereof I have hereunto set my hand the 20th day of June, 1883.

E. W. PAYNE.

Executed in the presence of—

F. B. CHAPIN.

STATE OF KANSAS,
Barber County, ss:

Be it remembered, that on this 20th day of June, A. D. 1883, before the undersigned notary public, in and for the county and State aforesaid, came E. W. Payne, who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In testimony whereof I have hereunto set my hand and affixed my official seal the day and year last-above written.

GEORGE GEPPAL,
Notary Public.

Power of attorney.

Know all men by these presents that we, E. M. Hewins, S. Tuttle, A. J. Day, M. H. Bennett, and Ben. S. Miller, of the county of Summer, and State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Chas. H. Eldred, of [or?] Andrew Drumm, or either of them, true and lawful attorneys for us, and in our names, places, and stead, and to my use, to sign our

names as directors to any papers relating to the leasing of ground known as the Cherokee lands west of 96, by or for the Cherokee Strip Live Stock Association.

Giving and granting unto our said attorneys, or either of them, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as we might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that our attorneys, or either of them, shall lawfully do or cause to be done by virtue thereof.

In witness whereof we hereunto set our hands and seals this — day of —, A. D. 1883.

M. H. BENNETT.	[SEAL.]
E. M. HEWINS.	[SEAL.]
BEN. S. MILLER.	[SEAL.]
S. TUTTLE.	[SEAL.]
A J. DAY.	[SEAL.]

STATE OF KANSAS,

County of Sumner, ss :

On this — day of June, A. D. 1883, before me, a — in and for said county, came E. M. Hewins, S. Tuttle, A. J. Day, M. H. Bennett, and Ben. S. Miller, to me personally known to be the identical persons described in, and whose names are affixed to, the above power of attorney, and duly acknowledged the execution of the same to be our own voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office on the day and year last above written.

Power of attorney.

Know all men by these presents that I, A. Drumm, a director of the Cherokee Strip Live Stock Association, of Caldwell, in the State of Kansas, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, Charles H. Eldred my true and lawful attorney, irrevocable for me and in my name, place, and stead, to sign my name as director to a certain lease to be entered into between said association and the Cherokee Nation, giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present at the doing thereof, hereby ratifying and confirming all that my said attorney may or shall lawfully do or cause to be done by virtue hereof.

In witness whereof I hereunto set my hand and seal this 3d day of July, 1883.

A. DRUMM.

CHEROKEE NATION,

Illinois District :

Be it known that on this third day of July, in the year eighteen hundred and eighty-three, before me, the undersigned, deputy clerk in and for the district of Illinois, Cherokee Nation, personally appeared A. Drumm, the indential person who executed the foregoing letter of attorney, and the same having been read over to him, acknowledged the same to be his act and deed.

In witness whereof I have hereunto set my hand and affixed my seal of office the day and year last above written.

Sworn to and subscribed to before me on this the third day of July, 1883.

T. J. THORNTON,

Ass't Ck' Illinois Dist., Cherokee Nation.

EXHIBIT C.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8th, 1883.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes to consider the propriety of leasing a portion of our reservation, we, the undersigned chiefs and headmen of Cheyenne and Arapahoe tribes of Indians, I. T., do hereby authorize Jno. D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882.

Cheyennes.

BIG HORSE,	his x mark.	RED WOLF,	his x mark.
LITTLE BIG JAKE,	his x mark.	BIG MAN,	his x mark.
BOB TAIL,	his x mark.	BIG WHITE MAN,	his x mark.
WOLF FACE,	his x mark.	WOLF FEATHERS,	his x mark.
BLACK ROCK,	his x mark.	WOLF ROBE,	his x mark.
WHITE ANTELOPE,	his x mark.	LEFT HAND SQUAW,	his x mark.
HOWLING WOLF,	his x mark.	ELK HORNS,	his x mark.
PLENTY HORSES,	his x mark.	BULL,	his x mark.
FLUCCO,	his x mark.	ANTELOPE,	his x mark.
LITTLE CHIEF,	his x mark.	BAD FACE,	his x mark.
STAR,	his x mark.	WHIRLWIND,	his x mark.
WOLF CHIEF,	his x mark.	ROBERT BENT,	(signed).

Arapahoes.

POWDER FACE,	his x mark.	COMING-IN-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE-EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT-LEFT-HAND,	his x mark.

In the presence of—

H. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8th, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, and Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents per acre per annum, payable semi-annually, we, the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby lease to the above-mentioned Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date, the following described land:

Commencing at a point on the 100th meridian, fifty-one miles south of the north-west corner of the Cheyenne and Arapahoe Reservation (Executive order Aug. 10th, 1869), thence running east forty-two miles to a point for place of beginning; thence running north twenty-one miles; thence east thirty four miles to the west line of "unratified agreement with the Wichitas, Oct. 19th, 1872"; thence south on said line twenty-one miles; thence west thirty-four miles to place of beginning; containing four hundred and fifty-six thousand nine hundred and sixty acres (456,960), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated, and in such manner as may be prescribed by the Secretary of the Interior or the Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of the said rental in cattle at the cash value of said cattle at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person, who shall meet with a person selected by said Albert G. Evans, his heirs or assigns, when the cattle are to be delivered, and shall then and there assess the value of all cattle so to be delivered, and if

they cannot agree, they, the parties so appointed, shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15th, for the first delivery, and during the month of October for the second delivery in each year. And upon the delivery of said cattle by the said Albert G. Evans, his heirs or assigns, they shall all be counter-branded, and the brand so used shall be and remain in the possession of said Albert G. Evans, his heirs or assigns.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of fencing the land included in this lease, and to use any timber necessary for said fences, and for all ranch buildings, corrals, and fire-wood, but no privilege is granted to sell or dispose of any timber.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders. And it shall be the duty of the Indian Department and the Indians to see that the said Albert G. Evans, his heirs or assigns, shall have the exclusive privilege of holding cattle on within described tract of land as long as he or they shall faithfully comply with the terms of this lease.

At the expiration of said lease all improvements made on said land shall revert to and become the property of the Indians.

It is agreed and understood that the rent shall begin ninety days from date of the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to this lease, that the cattle and horses and other stock owned and held by the said Albert G. Evans, his heirs and assigns, on the above-described land shall be held as guaranty for the prompt payment of the rental specified in this lease. And further, that this lease shall be known as lease No. 6, as designated on the office copy of the Cheyenne and Arapahoe Agency map, on file at the agency office, at the Cheyenne and Arapahoe Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	(signed.)

Arapahoes.

POWDER FACE,	his x mark.	COMING ON THE ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—

A. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

ALBERT G. EVANS.

Witnessed by—

PARK PULSIFER and
HENRY L. HOWMAN.

I do hereby certify on honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same, and that they fully understood the meaning thereof, and that they fully understood the meaning thereof, and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify, on honor, that the above lease granted to Albert G. Evans, for grazing purposes, has been granted in strict accordance with the request of the Cheyenne and Arapahoe Indians, in council assembled, under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and that the same has been made subject to such regulations as may be made or prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Ind. Agent.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
Darlington, I. T., Dec. 12th, 1882.

We, the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, constituting the recognized authority of the tribe 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 or consideration, would respectfully represent the following for your consideration and action of the Commissioner of Indian Affairs, to wit:

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 one 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 good if not better returns than the land cultivated, and with less labor.

Now, we only ask the same privilege, and in 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 small we cannot with our own means and facilities make it useful to ourselves by farming and grazing. And with an exposed line of over 300 miles on our north and west, by large herds of cattle by authority of the Cherokees on the north and by 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 used 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. 10th, 1869, lying west of the reservation granted to the Wichita Indians by agreement, dated October 19th, 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 two million four hundred thousand acres. Said lease or leases to date from January 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the Hon. Commissioner of Indian Affairs, with the approval of the Hon. Secretary of the 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 to be paid for the use of said lands per annum, 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.

Cheyennes.

WHIRLWIND,	his x mark.	CLOUD CHIEF,	his x mark.
LITTLE BIG JAKE,	his x mark.	OLD CROW,	his x mark.
WHITE SHIELD,	his x mark.	FLUCCO,	his x mark.
WHITE ANTELOPE,	his x mark.	BIG MAN,	his x mark.
BAD FACE,	his x mark.	ELK HORNS,	his x mark.
WOLF CHIEF,	his x mark.	RED WOLF,	his x mark.
BOB TAIL,	his x mark.	SPOTTED WOLF,	his x mark.
WOLF FACE,	his x mark.	BIG OWL,	his x mark.
BLACK ROCK,	his x mark.		

Arapahoes.

LEFT HAND,	his x mark.	WHITE BUFFALO,	his x mark.
POWDER FACE,	his x mark.	CHEYENNE CHIEF,	his x mark.
TALL BEAR,	his x mark.	MEDICINE DISMOUNTING,	his x mark.
WHITE MAN,	his x mark.	PACKED UP,	his x mark.
BEAR ROBE,	his x mark.		

In presence of witnesses—

CHAS. E. CAMBELL,
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.

GEO. BENT,
Interpreter.

CHEY. & ARAP. AGENCY, I. T., Dec. 12th, 1882.

I hereby certify on honor that I was in attendance at the council named herein 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 enclosed 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.

CHEY. & ARAP. AGENCY, I. T., Dec. 12th, 1882,

EXHIBIT D.

CHEYENNE AND ARAPAHOE AG'CY, I. T.,
January 8th, 1883.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes to consider the propriety of leasing a portion of our reservation, we, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby authorize John D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882:

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	signed.

Arapahoes.

POWDER FACE,	his x mark.	COMING IN THE ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—

H. C. MANN,
JOHN F. WILLIAMS,
O. J. WOODARD,
T. CONNELL,
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8th, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, and Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents (2 cts.) per acre per annum, payable semi-annually, we, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby lease to the above-mentioned Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date, the following-described land:

Commencing at a point on the northern boundary of the Cheyenne and Arapahoe Reservation (Executive Order, Aug. 10th, 1869), forty-two (42) miles east of the 100th meridian, or west line of the said reservation; thence running south thirty (30) miles; thence east thirty-four miles (34) to the west line of "unratified agreement with Wichitas, Oct. 19th, 1872;" thence north on said line to south bank of the Main Canadian River; thence meandering the south bank of and up the Main Canadian River to a point due south of Cottonwood Grove; thence north to north boundary line of Cheyenne and Arapahoe Reservation; thence west on said north boundary line to the place of beginning, containing five hundred thousand acres (500,000), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated, and in such manner as may be prescribed, by the Secretary of the Interior or Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of said rental in cattle, at the cash value of said cattle at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person, who shall meet with a person

selected by the said Robert D. Hunter, his heirs or assigns, when the cattle are to be delivered, and shall then and there assess the value of all cattle so to be delivered; and if they cannot agree, they, the parties so appointed, shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15th, nor later than June 15th, for the first delivery, and during the month of October for the second delivery in each year.

And upon the delivery of said cattle by said Robert D. Hunter, his heirs or assigns, they shall all be counter-branded, and the brands so used shall remain and be in the possession of said Robert D. Hunter, his heirs or assigns.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders, and it shall be the duty of the Indian Department and the Indians to see that the said Robert D. Hunter, his heirs or assigns, shall have the exclusive privilege of holding cattle on the within described tract of land, so long as he or they shall faithfully comply with the terms of this lease.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of fencing the land included in this lease, and to use any timber necessary for said fences and for all ranch buildings, corrals, and fire-wood, but no privilege is granted to sell or dispose of any timber.

At the expiration of said lease, all improvements made on said land shall revert to, and become the property of, the said Indians.

It is agreed and understood that the rent shall begin ninety days from the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to the lease that the cattle, horses, and other stock, owned or held by said Robert D. Hunter, his heirs or assigns, on the above described land, shall be held as guarantees for the prompt payment of the rental, as specified in this lease. And further, that this lease shall be known as lease No. 7, as designated on the office copy of the Cheyenne and Arapahoe Reservation map, on file in the agency office, at the Cheyenne and Arapahoe Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	(signed.)

Arapahoes.

POWDER FACE,	his x mark.	COMING-ON-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE-EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
 H. C. MANN,
 JNO. F. WILLIAMS,
 O. J. WOODARD,
 T. CONNELL,
 F. B. HUTCHINSON.

Witnessed by—
 PARK PULSIFER,
 HENRY L. NEWMAN.

ROBERT D. HUNTER

I hereby certify upon honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same, and that they fully understood the meaning thereof, and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify on honor that the above lease granted to Robert D. Hunter for grazing purposes has been granted in strict accordance with the request of the Cheyenne and Arapahoe Indians in council assembled, under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and the same has been made subject to such regulations as may be made and prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Indian Agent.

CHEYENNE AND ARAPAHOE AGENCY,
Darlington, I. T., Dec. 12th, 1882.

We, the undersigned, chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians in the 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 to 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 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 while passing through the States and upon 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 land cultivated, and with less labor.

Now, we only ask the same privilege, and in 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 by 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 own 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 on the pan handle of Texas, it is impossible to prevent cattle from grazing upon our reservation, for which we receive no compensation.

Now, in order that this grass may be used for our benefit, and in conformity with the inferred privilege vouchsafed to the various Indian tribes, as set forth in sec. 2117, Revised Statutes, we would respectfully request that authority be given to carry out the following request, to wit:

To lease to some responsible party or parties that portion of our reservation described in Executive Order dated Aug. 10th, 1869, lying west of the reservation assigned to the Wichita Indians, by agreement under date October 19th, 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 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the Hon. Commissioner of Indian Affairs, with the approval of the Hon. Secretary of the Interior, at any time the necessity of our tribes may require or our relations with the Government may be changed.

After granting the lease or leases covering the land embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located all the farms 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 (2 cts.) 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 twenty to thirty miles square, so as to enclose 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.

Cheyennes.

WHIRLWIND,	his x mark.	CLOUD CHIEF,	his x mark.
LITTLE BIG JAKE,	his x mark.	OLD CROW,	his x mark.
WHITE SHIELD,	his x mark.	FLUCCO,	his x mark.
WHITE ANTELOPE,	his x mark.	BIG MAN,	his x mark.
BAD FACE,	his x mark.	ELK HORNS,	his x mark.
WOLF CHIEF,	his x mark.	RED WOLF,	his x mark.
BOB TAIL,	his x mark.	SPOTTED WOLF,	his x mark.
WOLF FACE,	his x mark.	BIG OWL,	his x mark.
BLACK ROCK,	his x mark.		

Arapahoes.

LEFT HAND,	his x mark.	WHITE BUFFALO,	his x mark.
POWDER FACE,	his x mark.	CHEYENNE CHIEF,	his x mark.
TALL BEAR,	his x mark.	MEDICINE DISMOUNTING,	his x mark.
WHITE MAN,	his x mark.	PACKED UP,	his x mark.
BEAR ROBE,	his x mark.		

Witnesses—

CHAS. E. CAMPBELL.
W. W. CHARLES.

I hereby certify on honor that I was present 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 enclosed request embodies the wish of the tribes on this subject, and that the request is made at their own investigation, and purely as a matter of business, looking to their own advantage.

JOHN D. MILES,
Indian Agent.

CHEY. & ARAP. AGENCY, I. T., Dec. 12th, 1882.

[Endorsement.]

DEP'T OF THE INTERIOR,
Dec. 10th, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

GEO. M. LOCKWOOD,
Chief Clerk.

EXHIBIT E.

Articles of agreement made and entered into at the Quapaw Mission, in the Quapaw Reservation, Indian Territory, on the 19th day of March, 1884, by and between Charles Quapaw and the Quapaw tribe of Indians located in the Indian Territory, of the first part, and H. R. Crowell, of the State of Kansas, of the second part.

The parties of the first part for the consideration of three thousand dollars to them in hand paid by H. R. Crowell at the times hereinafter stated, have leased and rented, and by these presents do lease and rent, unto H. R. Crowell all that tract of land lying and being in the Quapaw Reservation, and described as follows, to wit: Beginning at the Miami Reserve where said reserve joins the State of Kansas, thence east along the State line of Kansas to a point where a north and south line will strike the Qua-

paw Mission, and thence run due south to the north line of the Peoria Reserve. Said leased line to leave Quapaw Mission out, or east of it, being the entire west part of said Quapaw Reservation.

To have and to hold the said tract of land unto the said H. R. Crowell for grazing purposes for the term of two years from the date of this lease, with the privilege of renewal every two years as long as said H. R. Crowell makes said payments as agreed upon.

It is further agreed that said H. R. Crowell may fence said land and make such improvements as may be necessary to carry on a general live-stock business.

It is further agreed that said H. R. Crowell is to make the payments for this lease as follows: Seven hundred and fifty dollars at the date of this, and seven hundred and fifty dollars every three months thereafter, beginning April 1st, 1884.

It is further agreed that said H. R. Crowell may take his fences and improvements away at any time he wishes to give up said land, said fences and improvements being his exclusive property and under his sole control.

Witness our hand this 19th day of March, 1884.

Witnesses' names.

- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- M. FINITY.
- J. W. EARLY.
- J. W. EARLY.
- J. W. EARLY.
- J. W. EARLY.
- J. W. EARLY.
- J. W. EARLY.
- J. W. EARLY.
- J. W. EARLY.

Signers' names.

- CHARLES (his x mark) QUAPAW.
- JOHN (his x mark) MEDICINE.
- JOHN (his x mark) HUNKER.
- JAMES (his x mark) SILK.
- ANTWINE (his x mark) GREENBACK.
- JOHN (his x mark) QUAPAW.
- BIG (his x mark) GEORGE.
- TOM (his x mark) CRAWFISH.
- WIDOW (her x mark) CRAWFISH.
- WIDOW (her x mark) CEDAR.
- WIDOW (her x mark) DAYLIGHT.
- FRANK (his x mark) BUCK.
- JOSEPH (his x mark) WHITEBIRD.
- RICHARD BUCK.
- ALPHONSO VALLIER.
- PASCHAL (his x mark) FISH.
- JIMMIE (his x mark) YOUNG.
- DICK (his x mark) QUAPAW.
- H. R. CROWELL.

This is to certify that I, as interpreter of the Quapaw tribe of Indians on the Quapaw Reserve, Indian Territory, met with the tribe at the time they signed a lease of a tract of land to H. R. Crowell, of Kansas, and that I duly interpreted said lease to them, so that they individually understood what they were signing, and all agreed and did sign said lease in my presence and in the presence of others.

ALPHONSO VALLIER,
Acting Interpreter.

QUAPAW MISSION,
Indian Territory, March 19, 1884.

	Man.	Woman.	Boy.	Girl.	Total.
Chief Charley Quapaw	1	1	1	1	4
John Medicine	1	1	1		3
John Hunker	1	1	1		3
James Silk	1	1	2		4
Antwine Greenback	1	1		2	4
John Quapaw	1	1	1	2	5
Big George	1	1	1		3
Tom Crawfish	1		1		2
Widow Crawfish		1	1	2	4
Widow Cedar		1			1
Widow Daylight		1	1		2
Frank Buck	1				1
Joseph Whitebird	1	1		1	3
Richard Buck	1				1
Alphonso Vallier	1				1
Frank Vallier	1		3		4
Paschal Fish	1				1
Jimmie Young	1				1
Dick Quapaw	1	1			2
					49

We, the undersigned, have this 19th day of March, 1884, received the sums set opposite our respective names, being in full for three months' rent of the Quapaw leased land.

Witness.	Names.	No. in family.	Amt. received.
George Flint	Charles (his x mark) Quapaw	4	\$60 00
George Flint	John (his x mark) Medicine	3	45 00
George Flint	John (his x mark) Hunker	3	45 00
George Flint	James (his x mark) Silk	4	60 00
George Flint	Antwine (his x mark) Greenback	4	60 00
George Flint	John (his x mark) Quapaw	5	75 00
George Flint	Big (his x mark) George	3	45 00
George Flint	Tom (his x mark) Crawfish	2	30 00
George Flint	Widow (her x mark) Crawfish	4	60 00
George Flint	Widow (her x mark) Cedar	1	15 00
George Flint	Widow (her x mark) Daylight	2	30 00
George Flint	Frank Buck	1	15 00
George Flint	Joseph (his x mark) Whitebird	3	45 00
George Flint	Richard Buck	1	15 00
George Flint	Alphonso Vallier	1	15 00
George Flint	Paschal (his x mark) Fish	1	15 00
George Flint	Jimmie (his x mark) Young	1	15 00
George Flint	Dick Quapaw	2	30 00

EXHIBIT F.

This article of agreement made and entered into this 25th day of April, 1884, by and between the Prairie Band of Pottawatomie Indians now living and residing on the Diminished Pottawatomie Reservation, in Jackson County, Kansas, party of the first part, and T. J. Anderson & Co., of Topeka, in the County of Shawnee and State of Kansas, party of the second part, witnesseth: That the party of the first part has this day demised and leased, and by these presents doth demise and lease, unto the party of the second part, all of the following-described premises, being a portion of the Diminished Pottawatomie Reservation situated in Jackson County, Kansas, described as follows:

Commencing at a point on the eastern line of said Diminished Reservation three miles north of the southeast corner of said reservation, thence due west about one mile to a wagon-spoke stake on top of ridge west of creek at intersection of wagon-trail; thence northwesterly about one-fourth of a mile along crest of ridge near wagon-road to spoke or stake No. 2; thence northwesterly in nearly the same course about two and a half miles to stake No. 3, at a large granite boulder lying near crest of ridge, being about one-third mile west of a small willow tree; thence nearly north about one mile to stake No. 4, at a granite boulder at intersection of wagon-rail where a gate is to be provided; thence in the same direction one-fourth mile further to stake No 5; thence northwesterly about one-third mile to stake No. 6, at the top of mound near the crossing of Bridge Road, being about three miles from the east line of said reservation, thence nearly northwest about two miles to intersection of Holton wagon-road, where stakes for gate were set; thence on a line in the direction of Perry's Grove, on north line of said reservation, one-half mile, where stake was set; thence southwesterly to a large tree with forked top on Little Soldier Creek, one-third of mile to stake at the head of draw; thence continuing the same course three-fourths of a mile to stake at top of ridge; thence nearly west one and one-fourth miles to stake, said stake being on top of a ridge, a ridge about three miles south of Perry's Grove; thence nearly west passing spring on the left to top of ridge where stake was set; thence one and one-fourth miles farther in the same direction to crest of ridge, about two and a half miles from west line of said reservation; thence northwest about one mile to intersection of wagon-road where stake for gate was set; thence in the same direction one mile farther to road crossing where stake for gate was set; thence continuing about the same course to north line of reservation one and one-fourth miles to top of bluff of Mes-que-wahk Creek where stake was set near cedar tree, being near the farm lines, between Page and Little; thence on the north line of the original and Diminished Reservation to the northeast corner of said Diminished Reservation; thence due south on east line of said Diminished Reservation to place of beginning, excepting the east half of Section 28, T. 7, R. 15 E., occupied by Charles Sheppard.

This lease is to exist and continue for a period of ten years, beginning on the first day of January, 1884, and ending on the thirty-first day of December, 1893. During the continuance of this lease the party of the second part shall have peaceable and quiet possession of said premises and may use the same for pasturage, grazing,

stock-raising, and stock-breeding, but for no other purpose, and may erect thereon such fences, yards, and other improvements as will promote the objects aforesaid.

The party of the second part agrees to inclose the entire tract of land above described with a substantial fence of at least three-double barb-wires, to keep the same in good repair until the end of this lease, and will complete the southern or curved and eastern lines of said fence on or before the tenth day of June, 1884, and the northern line on or before the twentieth day of June, 1884; they will allow the party of the first part uninterrupted passage through the leased territory in all directions, and to that end they agree to and will make the necessary number of gates in their enclosure.

No portion of the leased land can be broken or cultivated; no rock, stone, coal, or timber found thereon can be disposed of or used by the party of the second part, except rock or stone for building purposes on said premises, and down wood for fuel on said premises, and said party of the second part shall not introduce more white or other persons on said premises than are necessary for the prosecution of the business objects before mentioned, and such persons shall be selected from the friends and not from the enemies of the party of the first part.

No building or fences of any kind or description shall be removed from said premises during the continuance of this lease, and at its expiration the party of the second part shall deliver up to the party of the first part, without evasion, reservation, or equivocation, the peaceable and quiet possession of said premises, with all of the houses, sheds, fencing, and other appurtenances and improvements thereon.

In consideration for the use of said premises the party of the second part hereby promises and agrees to pay unto the party of the first part the sum of three thousand dollars (\$3,000.00) per annum until the termination of this lease, in semi-annual installments of fifteen hundred dollars (\$1,500.00) each, to be deposited in the First National Bank of Topeka, in the State of Kansas, on the first day of May and on the first day of October of each and every year, subject to the order of check of the acting head chief of said Prairie Band, which installments shall then be paid per capita to the party of the first part at their semi-annual annuity payments made to them next subsequent to the payment of installments by the party of the second part, by the agent of said band or by some persons elected by the council of said band, and any failure on the part of the party of the second part to make the payments of fifteen hundred dollars (\$1,500.00) each on the dates above named will render this lease void, the time of making said payments being of the essence of this contract, the first payment to be made May 1st, 1884.

This lease cannot be transferred, neither can any interest in it be assigned, without the consent of the party of the first part, and any attempt to make any transfer or assignment otherwise shall immediately render this lease null and void.

It is expressly agreed and understood that the said party of the second part shall not allow any cattle or other stock, whether owned by them or others, to go through or from the premises hereby leased upon the remainder of the Diminished Reservation, and that if this provision of the lease is wilfully or intentionally violated or broken by the said party of the second part, then this lease shall immediately become null and void.

It is expressly agreed and understood that the members of the Prairie Band residing upon said reservation are to have the right to remove and take from said leased premises any and all rock, stone, or coal, and whatever hay Charles Sheppard may require for his own use; and to cut and carry away any timber they may wish to use for buildings or other improvements upon the lands occupied by them, and their right of entry for said purposes is hereby reserved.

It is expressly understood by the party of the first part that they are to receive the consideration for this lease of three thousand dollars (\$3,000.00) per annum per capita, at their semi-annual annuity payments, as above stipulated, and it is only with that understanding that they sign this contract.

It is expressly agreed and understood that an intentional violation of any of the provisions of this contract by the party of the second part will immediately render this lease null and void.

For the Prairie Band of Pottawatomie Indians:

SHOUGH (his x mark) NESSE, *Chief*.
 MAS (his x mark) QUAS, *Speaker*.
 PIS-SHE (his x mark) DWIN, *Speaker*.
 NAS-SE (his x mark) KAH, *Chief*.
 KOCH (his x mark) KOCH, *Brave*.
 WEIS (his x mark) KAH, *Youngman*.
 N-WAHK (his x mark) TOTE, *Youngman*.

T. J. ANDERSON & CO.
 (T. J. Anderson, J. D. Burr, J. B. Johnson, Eugene Hogan.)

We, the undersigned, hereby certify that we were present when the foregoing contract was signed; that the Indians whose names are signed hereto had authority to sign for the tribe. That they fully understood the contract, and that the marks attached to their names are genuine and were made in our presence, and that they are the same parties named.

Witnesses—

ELI G. NEDEAU.
GEORGE W. JAMES.
JAMES V. BLANDIN.

EXHIBIT G.

EXTRACTS FROM REPORTS MADE BY U. S. INDIAN INSPECTORS, UPON VARIOUS INDIAN AGENCIES, WITH REFERENCE TO LEASES MADE BY THE INDIANS FOR CATTLE GRAZING PURPOSES.

Cheyenne and Arapaho Agency, Insp. Gardner. Nov. 24, 1883.

" * * * 3,117,880 acres of reservation have been leased by Indians to certain parties for grazing purposes for 10 years from January 8, 1883, at 2 cents per acre, equals \$62,357.60, and 714,000 acres to other parties at same rate from October 15, 1883, \$14,800; total, \$77,157.60; first payment all in cash. It is a small moiety of what the land is worth. Leases not for best interest of Indians and cash payment encourages idleness, dependency, gambling, &c. They now refuse to haul supplies as formerly. Do not care to work while they have money. Subsequent payments are to be half cash and half in stock cattle. * * * "

Sac and Fox Agency, Insp. Gardner. Dec. 5, 1883.

" * * * The Sac and Fox have decided not to lease lands for grazing purposes."

Quapaw Agency, Insp. Gardner. Dec. 17, 1883.

" * * * Chicago Cattle Company's privilege will expire March 1, 1884. They have nearly 700 acres fenced, within which they are feeding 1,000 cattle. The Quapaws desire this fence removed on and after April 1, 1884. The agent will so advise and instruct the company. * * * "

Kiowa, Comanche, and Wichita Agency, I. T., Insp. Benedict. Jun. 23, '84.

" * * * 75,000 head of Texas cattle on the reservation; they have no permit, the Indians refusing to lease their lands."

Cheyenne and Arapaho Agency, I. T., Insp. Gardner. Sep. 23, '84.

"The reservation contains 4,297,771 acres, of which 3,867,880 acres are leased for grazing purposes at an annual rental of \$76,357.60, paid semi-annually at the rate of \$5 per capita.

"Four hundred and seventy Indians under Stone Calf and others objected to the leases, and do not participate in the funds. Of the 430,000 acres remaining but little use is made by the agency Indians. Only about 75 or 80 Indians have attempted to cultivate small patches from one quarter to 20 acres, each aggregating about 480 acres, the yield from which is nothing but weeds and fodder. The Indians have no desire to become farmers, or to try to become self-supporting so long as the Government supports them in idleness, and they receive a cash payment of \$10 per head from leased lands.

"The dog soldiers prevent those inclined to work from working, consider themselves masters of the situation, and have defied the agent and the military at Ft. Reno."

Kiowa, Comanche, and Wichita Agency, I. T., Insp. Gardner. Oct. 3, '84.

"The reservation is well adapted to grazing purposes. It has been grazed by outside parties and squawmen who pay no tax."

Ponca, Pawnee, and Otoe Ag'cy, I. T., Insp. Gardner. Oct. 17, '84.

NEZ PERCÉ.

"One-half of the reservation has been leased at \$2,000 per year, in advance; lease runs 5 years. Asks if it would be void if the Indians are removed."

PONCAS.

"101,894 acres, one-half of which has been leased for 5 years at rental of \$1,700. Lease does not interfere with Indian allotments; 700 acres are cultivated by the Indians."

OTOES AND MISSOURIAS.

"129,193 acres, one-half leased at rental of \$2,100; rent paid to Oct. 1, 1885; lease does not interfere with farming operations. Otoes' reserve not adapted to agricultural purposes."

PAWNEES.

"283,020 acres, of which 150,000 acres have been leased at 3 cts. per acre. The Indians have under cultivation about 2,000 acres."

Sac and Fox Agency, I. T., Insp. Gardner. Oct. 28, '84.

"200,000 acres have been leased by Sacs and Foxes, at a rental of 2 cts. per acre. Indians but little disposed to agricultural pursuits."

Osage Agency, Ind. Ty., Insp. Gardner. Nov. 11, '84.

OSAGES AND KAWS.

"Osage reservation has 1,470,000 acres, of which 376,000 are leased for grazing purposes at 3½ cts. per acre per annum. Only a small moiety of remaining 1,100,000 acres is utilized by the Indians."

KAWS.

"Reservation has 100,137 acres, of which 52,000 acres leased at 4 cts. per acre, and 50 cts. for broken and cultivated land. The Osages should have made a similar stipulation, but have not.

"W. J. Pollock, one of the Osage lessees, has 300 acres under cultivation."

Pottawatomie and Great Nemaha Agency, Kans. (Jackson Co.), Inspector Gardner. Nov. 26, 1884.

POTTAWATOMIES.

"Indians have made grazing lease of portion of reservation at rental of \$3,000, payable to head chief."

EXTRACTS FROM ANNUAL REPORTS OF INDIAN AGENTS FOR 1883, HAVING REFERENCE TO SAME SUBJECTS.

Cheyenne and Arapaho Ag'o'y I. T., Agent J. D. Miles. Aug. 18, '83.

" * * * For a number of years the western portion of the Cheyenne and Arapaho Reservation has been occupied by unauthorized cattle men and their herds, who have been grazing without remunerating the Indians therefor and in violation of Department orders. The parties thus holding cattle claimed to have secured the right to so hold by gaining the consent of a few individual Indians located on or in close proximity to the range occupied, and by paying them for the privilege. The reservation is held in common, and in justice to the Indians it is due that all share alike in the advantages to be derived from this reservation. Orders have been promptly issued to such cattle men to remove their cattle beyond the reservation limits, and the orders were in most instances as promptly obeyed, but the reservation

lines are only imaginary, and in a short time cattle would again be feeding on the lands they had so recently vacated. Troops have been called into action for the purpose of enforcing the orders, all with the same result.

On the 12th of December last the Cheyenne and Arapaho Indians called a general council to consider the propriety of leasing to responsible cattle men for grazing purposes that portion of the reservation lying west of the Cantonment, the most of which they do not at present occupy. The action of this council was decidedly in favor of realizing from that part of the reservation. The facts were elicited that the country was not adapted to agriculture, that frequent droughts occurred; that they could not rely upon securing a crop oftener than once in three years; that in passing through the States and on the Territory border they had noticed that white men only cultivate a part of their land, reserving a portion for grazing purposes. They deemed it policy to follow the example of white men. In accordance with the decision of this council, on the 8th day of January, 1883, the Cheyennes and Arapahoes, in open council, entered into agreements with the following named persons for grazing privileges, and leased to each individual named, for a term of ten years, the number of acres set opposite his name, viz:

	Acres.
Ed. Fenton, Leavenworth, Kans	564, 480
William E. Malaley, Caldwell, Ks.....	564, 480
H. B. Denman, Washington, D. C	575, 000
J. S. Morrison, Darlington, Ind. Ter	132, 240
Lewis M. Briggs, Muscotah, Kans.....	318, 720
A. G. Evans, Saint Louis, Mo	456, 960
R. D. Hunter, Saint Louis, Mo	500, 000
Total number acres	3, 117, 880

"At an annual rental of 2 cents per acre, amounting to \$62,350.60, to be paid them in cash and cattle. On the 21st of May, the first semi-annual payment was made to the Cheyennes and Arapahoes, amounting to \$31,178.80, which amount was received by them with no little pride and satisfaction, feeling that they are now actually earning money, which in fact becomes their own. They made judicious expenditures of the money thus received in purchasing needful articles. They realize that they will be compelled to purchase their own clothing and much of their subsistence the present year. The next payment of rental will occur in October, and will consist largely of cattle.

"In leasing these lands the Cheyennes and Arapahoes are deriving great benefits as tribes, in that they are receiving large cash and cattle payments for grass that has heretofore brought them no income, and all unauthorized cattle-holders are compelled to move their herds in compliance with Department orders and instructions, while it further relieves the Department of the necessity for an oversight of these lands.

"The parties holding cattle under lease will not be encroached upon by those having no agreement with the Indians, thereby settling a question that has been a source of much annoyance and one not easy to control. It is a practical move in the direction, and will at the expiration of the lease place the Cheyenne and Arapahoe Indians beyond the necessity of assistance from the Government."

Kiowa, Comanche, and Wichita Agency, I. T., Agent E. B. Hunt. August 17, 1883.

"* * * The grass question seems to be the most difficult thing I have to contend with. I find it impossible to keep trespassing cattle entirely off the reservation and we are now crowded on all sides. It seems to do very little good to put them off, for it is found that cattle that have just been driven off will come back on the reservation as soon as the police force advances. Our Indians are not disposed to rent the grass; yet if it is used, it seems they should be paid for it. The greater portion of the 4,300,000 acres grows up and is burnt down, but that along the border of the reservation is consumed by trespassing cattle. The grass should be utilized in some way that will benefit the Indians, and if it is not possible to supply them with herds sufficient to consume it, it does seem as if the grass should be rented and the Indians receive the money for it."

Quapaw Agency, I. T., Agent D. B. Dyer. Aug. 16, 1883.

OTTAWAS.

"* * * A large part of their reservation is a wilderness which has never felt the tread of the plowman. They greatly desire to lease a part of it for grazing purposes, and thereby create at once a home market for their surplus crops and a handsome revenue for the tribe. They can readily rent it at ten cents per acre per year."

Union Agency, I. T., Agent J. Q. Tufts. Aug. 31, 1883.

CHEROKEE LEASED LANDS.

" * * * The Cherokees have collected tax from cattlemen for grazing on lands known as the 'Cherokee strip,' lying in the northwest corner of the Indian Territory, for several years. Last year the sum received was over \$40,000, and collected by the Cherokee authorities. In June last, at the extra session, the Cherokee council leased the above-mentioned lands to a cattle company for a term of five years at an annual rental of \$100,000. The company is entirely responsible, and as they pay the rent six months in advance, the action of the council was certainly wise.

"The unoccupied lands ceded by the Creeks to the United States are covered with cattle on which tax is paid to no one. The owners of these cattle, and those who refuse to pay taxes to the Indian authorities, are violently opposed to leasing Indian lands for grazing purposes, because, when the lands are leased, those occupying them are compelled to pay for grazing or get out. There is no sense in permitting hundreds of thousands of dollars to burn up every year or go into the pockets of a few cattle owners, who will not pay a farthing for the feed when it could be let to the highest bidder and a large revenue realized."

FROM ANNUAL REPORTS OF AGENTS FOR 1884.

Southern Ute, Colo., Warren Patten, ag't. Aug. 25, 1884.

"Last October these Indians leased a portion of their reservation to Mr. Edward Wheeler, of Fort Lewis, Colo., for grazing purposes, subject to the action of the Dep't, and were to receive \$10,000 per year in advance for the privilege. This amount of money equally divided among the Indians, as it would have been had the lease been approved, would have gone far towards their support. The Department refused to recognize any agreement of this kind, and, of course, it went by default. At the same time there is, and has been since the establishment of this agency, cattle grazing on the reservation, for which the Indians receive no benefit." * * *

Osages and Kaws, I. T., L. J. Miles, agent. Sept. 1, 1884.

"The Indians, realizing that they were being continually imposed on by stockmen allowing their cattle to drift over on to the reservation, and the difficulty of collecting taxes for the same, determined to make some leases, along their borders, of lands that were not occupied, both as a means of securing a greater income and as a protection to the balance of their reservation, the Kaws leasing the north half of their reservation, and the Osages making six leases, one on the west, three on the north, one on the east, and one on the south; in all about 350,000 acres, for the term of ten years, payable quarterly in advance at from 3 cents to 4 cents per acre per annum. As a result the Kaws receive annually about \$2,100, whereas, under the old system of charging for grazing, the most they ever collected in any one year was \$340, results at Osage being equally favorable. All these leases have been fenced by the parties securing them." * * *

Pawnees.—Ponca, &c., ag'cy, I. T., J. W. Scott, ag't. Aug. 15, 1884.

" * * * During the past winter the reservation was overrun with range cattle, to the inconvenience of quite a number of Indian settlers. There being so many miles of open line exposed, and so great a number of cattle, it was impossible to restrain them. Where damage to Indian property was done by such stock, ample compensation was, in nearly all cases, made.

"To avoid any inconvenience from this source in the future a majority of the tribe consented to lease, and leased about 150,000 acres of the reservation to responsible parties for a period of five years from June 1, 1884, at an annual rental of 3 cents per acre, payable in advance. The parties leasing have erected a good and substantial fence along the boundary line of tract so occupied, so there need be no excuse for trespassing stock hereafter. The tract of land leased was entirely unoccupied, excepting by two small settlements to which wire will be furnished with which to fence all cultivated land. All the Arkansas River bottom within the limits of the reservation, the Bear Creek, and Camp Creek Valleys are not included within the leased tract, and these afford ample room on which to locate every family belonging to the tribe on the best farming land on the reserve." * * *

" * * * All the tribes connected with this agency (Ponca, Pawnee, and Otoe), have within the last six or seven months leased their unoccupied lands for grazing

purposes, and the lands so leased have been inclosed with substantial wire fence. The income derived from these leases of lands, otherwise entirely unproductive, represents a substantial item in the support of the Indians. The Poncas receive \$1,700 a year; the Pawnees about \$3,700; the Otoes \$2,100, and the Nez Percés \$1,000." * * *

Iowas.—Sac and Fox Agency, I. T., I. A. Taylor, ag't. Aug. 11, 1884.

" * * * Some time previous to my taking charge of this agency, the Iowas entered into a contract of lease for cattle grazing with Mess. C. C. Pickett, a licensed trader at this point, and E. B. Townsend, late United States special Indian agent, a copy of which lease is on file in this office." * * *

Pottawatomies in Kansas.—Pottawatomie and Great Nemaha Ag'cy, H. C. Linn, agent. Sept. 10, 1884.

" * * * The Pottawatomie Indians have a fine tract of land of 77,357 acres; they have more land than they require for their use from the fact that a portion of this band, numbering about 280 persons, reside in Wisconsin and Iowa. These Indians, therefore, leased to T. J. Anderson Company last March a tract for grazing purposes, comprised of the northeast corner of the reserve, containing about 20,000 acres, for a period of ten years, to receive a rental of \$3,000 per annum, to be paid them semi-annually as per capita." * * *

No. 1.

Copies of miscellaneous documents and correspondence on file and of record in the office of Indian Affairs and Indian Division of the Department of the Interior relating to leases of lands made by various Indian tribes in the Indian Territory to citizens of the United States for cattle-grazing purposes.

[Furnished in obedience to Senate resolution dated December 3, 1884; supplemental to S. Ex. Doc. No. 54, Forty-eighth Congress, first session; and embracing the following-named Indian lands or reservations, viz: Osage, Otoe, Ottawa, Pawnee, Peoria, and Miami, citizen Pottawatomies, Quapaw, and Sac and Fox, and unoccupied lands in the Indian Territory.]

OSAGE AGENCY, INDIAN TERRITORY.

OSAGES.

OSAGE AGENCY,
January 14, 1884.

DEAR SIR: I am in receipt of office letter L 21581, of December 4, 1883, referring to certain leases made by the Osage council to citizens of the United States of lands for grazing purposes. And transmitting a copy of a protest made by Ne-ka-ke-fohnee and others against the action of said Osage council in making said leases, and especially one known as the Tulsa lease, and directing that I investigate and report on the matter.

In reply, allow me to say that the matter of leasing some unoccupied lands along the border of the Osage Reservation was agitated by the most enterprising citizens among the Osages in the early part of the summer of 1883 for two reasons: 1st. To give protection to stock-raisers of the nation; and 2d. As a matter of revenue to the nation from lands unoccupied.

When the leases came to be located it was found impossible to make them in such a shape as would be desirable and accomplish the end in view without inclosing the claims of a few Osage citizens.

As the whole plan of making leases was to locate them, so they could be connected on the border of the reservation with a fence, and thus protect the entire reservation from outside stock, a protection that has been a growing necessity for years, and is apparent that if some means of protection cannot be instituted the citizens of the nation must give up their stock interest.

The entire system of leases was discussed at length by the Osage National Council, and they determined to grant six leases, as has already been described in a previous communication on this subject, and to exempt the claims of parties belonging to the nation that were found to be inside of boundaries of said leases.

I have met with nearly all the parties whose claims are thus situated, and not one of them so far has made any serious objections when they understand the matter.

The claim made in above referred to petition that some of these were the most

prosperous stock growers in the nation is incorrect, as I know all the parties well, have visited them at their houses, and but one of them have any stock to speak of, and this one only from 50 to 100 head. None of them have improvements beyond a small house and field of a few acres. Parties taking the lease are practical stock men, and are anxious that they should improve their claims that are accepted, and will take all the grain they can raise at a good price, and are perfectly satisfied that what stock they have shall run on the range where it is unmolested.

From all the information that I can gather the only parties that are dissatisfied in regard to the whole matter are Mrs. Captain and her daughter, Mrs. Newman, whose claims are situated on Hogniny Creek, several miles north of the north line of aforesaid lease, and whose cattle sometime run up on Delaware Creek, which runs not far from and furnishes the water for the northern portion of said lease.

I have taken the affidavits of a number of parties that signed the aforesaid petition, and of officers of the Osage council. By affidavits numbered 1 and 2 of E. M. Mathews and Paul Aker, I think the truth is clearly established that no written protest of parties signing said petition was withheld from the council except at the request of parties themselves; that they had an opportunity to enter their protest in person and did so, which was duly considered by the council; that they made no proposition to take the aforesaid lease themselves or any portion of it; that all the Osage nation was duly represented in said council, and that to their knowledge no improper influence was used in securing said leases. From the evidence, as shown by the affidavits of Ne-ka-ke-fah-na, Ne-koh-ko la, and Mo-thah-ke-tah, numbered 3, 4, and 5, and I will say by all others that I have conversed with on this subject, including nearly all those living within the boundaries of said lease, it will be seen that the only person that manifested any interest in this matter was Mrs. Captain; that she went from place to place securing the signatures to a paper upon various representations, offering as an excuse that she would rather pay for the land herself, or a portion of it, rather than have it pass into the hands of other parties.

After carefully inquiring into the matter I conclude:

1. That Mrs. Captain and her daughter are the only ones that are dissatisfied; that they had ample opportunity to lay their claims before the council; that the council acted, after due deliberation, as they thought for the best interests of the nation.

2. That the Osage Nation was duly represented in said council.

3. That no evidence of fraud or improper influence was used in securing said leases, and I recommend that the action of the council be sustained, believing that they acted in good faith, looking to the best interests of the entire nation without unduly infringing upon the rights of individual members thereof.

Yours, very respectfully,

L. J. MILES,
Indian Agent.

Hon. HIRAM PRICE,
Indian Commissioner.

[Inclosure No. 1.]

OSAGE AGENCY,
Indian Territory, ss:

Edward Mathews, being duly affirmed, deposes and says: That I am a member of the Osage Nation; that I reside at the Osage Agency, in the Indian Territory, and am thirty years of age; that I was present at all the sessions of the osage national council, held the fore part of November, 1883, and that I acted as secretary of the same; that during said council a number of leases were made to white men of Osage lands, for grazing purposes, by said council; that, among others, one lease was made to Crane & Lanin, of Independence, Kans., of land lying along the creek border, known as the Tulsa lease; that I have seen the petition forwarded to the Commissioner of Indian Affairs, signed by Ne-ka-ke-fa-na and others; that prior to the consideration of that lease by the council Mrs. Jane Captair gave me a written protest, signed by Mrs. Newman, against said lease; that Mrs. Captain and Bell Newman were present at all sessions of said council during the consideration of aforesaid leases; that when the Tulsa lease came up for consideration I went to Mrs. Captain and asked her if I should read her protest, and she said "No"; that said Mrs. Captain personally made her objections to said council; that said objections were duly considered by said council, and council determined that the granting of said lease would not interfere with the legitimate rights of any one, and am satisfied that the council was not unduly influenced in any way by outside parties or members of the nation in the granting said leases; that parties obtaining leases were not permitted to have anything to say before said council.

That I am acquainted with all the parties signing said petition, and that none of them ever made any proposition to said council to take this lease, or any part of it. That said Delaware Creek was included in said lease in order to get water inside lease; that I am acquainted with all the parties whose claims are excepted in said lease and know that they have but little stock and little improvements.

That the Osage council was duly elected by the entire nation, and that the claim

that one *band* was not represented in said nation, as stated in said petition, is false. That I was one of the clerks of the election of said council, near two years ago, and have been secretary of said council since its organization.

That said council acted in good faith in the granting of all said leases, on behalf of the nation, and for the best interests thereof. That all the parties whose claims are within the limits of the aforesaid Tulsa lease have been notified, and not one of them have made any claims or complaints to the council about the same.

E. M. MATHEWS.

Subscribed and affirmed to before me this fourteenth day of January, 1884.

L. J. MILES,
United States Indian Agent.

[Inclosure No. 2.]

OSAGE AGENCY,
Indian Territory.

Paul Aken, being duly affirmed, deposes and says: That I am an Osage Indian; that I reside near Osage Agency, Indian Territory, and am — years of age; that I was present at all the sittings of the Osage national council, held the fore part of November, 1883, and acted as interpreter for the same; that during said council several leases were made to citizens of the States of land for grazing purposes, among others one to Crane & Lanim for a tract of land on the south part of the reservation, known as the Tulsa lease; that I am acquainted with all the parties signing a petition to the Commissioner of Indian Affairs, against the action of the council in this lease; that during the session of the council or at no other time was there any petition from any of said parties, or any other person, against the granting of said lease; that Mrs. Jane Captain was present during all the sittings of said council, when the lease question was under consideration, and made personal objections to the granting of said lease; that her objections were made direct to the council, she speaking good Osage; that the council fully considered her objections, and determined that the granting of said lease would not interfere with her legitimate rights; that all the parties living within the boundaries of said lease were duly considered and their claim accepted; that I am acquainted with all the parties within the boundaries of said lease and know that they have not now nor ever have had much stock; that said lease was made to cross Delaware Creek for the purpose of getting water; that I do not think that Mrs. Captain has any reasonable grounds of complaint, as she has one of the best ranges in the nation outside of said lease.

PAUL AKEN.

Subscribed and affirmed to before me this 16th day of January, 1884.

L. J. MILES,
United States Indian Agent.

[Inclosure No. 3.]

OSAGE AGENCY,
Indian Territory, ss:

Ne-kah-ke-fah-ne, being duly affirmed, deposes and says, that I am an Osage Indian; that I am about eighty years old; that about two months ago Mrs. Captain came to me with a paper that she wanted me to sign. I had her read the paper to me, and said it was a petition to the Commissioner of Indian Affairs against the action of the Osage council in leasing some Osage lands to white men for grazing cattle on; that the lease on the south part of the reservation took in several members of the Osage Nation that have stock; that she and her son-in-law would pay the nation three and one-half (3½) cents per acre for all that on the north side of Delaware Creek if the Osages wanted to lease it, to graze their cattle on. I told her the council had the authority to lease the Osage lands, and did not think it would do any good; she wanted me to sign, and I signed it, thinking it would be for the benefit of the people inside. I have seen several of the persons that are inside the pasture, since the lease was let, and they made no objections about the matter.

L. A. WISMAYER,
J. H. EDMUNDSON.

NE-KA-KE-FAH-NEE X
his
mark.

Subscribed and affirmed to before me this fourteenth day of January, 1884.

L. J. MILES,
Indian Agent.

I certify that I have fully explained the foregoing to the party signing the same, and am satisfied that he understands the same.

AUGUSTUS CHANTANE,
Interpreter.

[Inclosure No. 4.]

OSAGE AGENCY,
Indian Territory, ss :

Ne-ka-ko-lay, duly affirmed, deposes and says, that I am an Osage Indian; that I live on Hominy Creek, about 15 miles from Osage Agency; that about two months ago I was at Mo-sha-ke-tas, in the south part of the reservation, with other Osages; that while there Mrs. Jane Captain came where we were with a paper she wanted us to sign; that she said the Osage council had made a lease of part of our land to graze cattle on; and that they were going to inclose the land with a wire fence; and that she wanted the fence south of Delaware Creek; that she would pay for part of the land at 3½ cents per acre rather than let them fence north of Delaware Creek; that these white men were treating the Osages just like children.

I have seen several of the parties whose claims are inclosed in said lease, but never heard them say anything about the lease. I signed the petition upon the representation made by Mrs. Captain that it would be better to have the fence south of Delaware Creek. That a number of others signed it, at the same time.

NE-KA-KO-LA ^{his} X
mark.

L. A. WISMEYER.
J. H. EDMUNDSON.

Subscribed and affirmed to before me this fourteenth day of January, 1884.

L. J. MILES,
United States Indian Agent.

I hereby certify that I have fully explained the foregoing to the party signing the same, and am satisfied that he understands the same.

PETER BIGHEART,
Interpreter.

[Inclosure No. 5.]

OSAGE AGENCY,
Indian Territory, ss :

Mo-sha-ke-tah, being duly affirmed, deposes and says, that I am an Osage Indian, and live about three miles above Mrs. Captain, on Hominy Creek; that about two months ago she came to me with a paper she said was a petition to the Commissioner of Indian Affairs at Washington; that some white men were going to build a fence south of us, and that it would interfere with our range, and that she wanted me to sign the paper. I told her I did not want to sign the paper, and she went on to where some Osages were camped; and when she came back I saw that Ne-ka-ke-fa-na and others had signed the paper, and thought they knew what was best for the Osages, and she asked me to sign it, and I signed. Mrs. Captain said she wanted the fence to go south of Delaware Creek. Mrs. Captain said she would pay 3½ cents per acre if the council would give the lease to her. I have seen a number of the parties living inside the boundaries of which they say this pasture is to be, and have never heard them make any objections to the lease; only heard Mrs. Captain and her son-in-law objecting to it.

MO-SHA-KI-TA ^{his} +
mark.

L. A. WISMEYER,
J. H. EDMUNDSON.

Subscribed and affirmed to before me this 14th day of January, 1884.

L. J. MILLS,
United States Indian Agent.

I hereby certify that I have fully explained the foregoing to the person signing the same, and am satisfied that he understands the same.

PETER BIGHEART,
Interpreter.

PONCA, PAWNEE, AND OTOE AGENCY, INDIAN TERRITORY.

OTOES AND MISSOURIAS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 2, 1884.

SIR: I inclose herewith copies of letters received in this office from C. M. Warren, November 30, W. D. Barnes, December 1, and C. M. Warren, December 8, 1883, relative to certain leases of lands on the Otoe reserve for grazing purposes, and conflicting interests arising thereunder.

You are directed to make a thorough investigation into the several matters complained of and report thereon to this office as early as practicable.

Very respectfully,

H. PRICE,
Commissioner.

JOHN W. SCOTT, Esq.,
*United States Indian Agent,
Ponca, Pawnee, and Otoe Agency,
Indian Territory.*

UNITED STATES INDIAN SERVICE,
Ponca, Pawnee, and Otoe Agency, March 6, 1884.

SIR: Referring to office letter, L. 22227-83, dated 2d ultimo, inclosing copies of communications addressed to the Department by C. M. Warren and W. D. Barnes in relation to grazing leases on the Otoe Reservation, I have the honor to submit the following statement: The whole trouble originated in a rivalry between Warren and McClellan as to which should secure a lease of the Otoe reserve for grazing purposes.

Some of the statements in Warren's long communication are correct, but most of them are mere surmises. McClellan has fenced a portion of the Otoe Reservation, including a strip along the south line half a mile wide and four or five miles long.

This was done without consulting the Indians or the agent, and for the purpose of including in his range some springs situated on the strip in question. McClellan did feast the Indians in order to secure their good will, and Warren did the same; and each had a faction in the tribe friendly to his interests. I believe it is true that my predecessor and his son did what they could to favor McClellan; at least, they were hostile to Warren; but I have no reason to suppose they had any pecuniary interest in the matter.

The charges against the interpreter are gratuitous, and some of them I know to be unfounded. Derwin, I am informed, was removed on the recommendation of Inspector Benedict, and the present interpreter, Kirwan Murray, was sent by him from the Iowa Reservation, having been previously unknown to Mr. Woodin. This matter was still in agitation at the time I assumed charge of the agency.

The proposition of both Warren and McClellan was for a general lease of the reservation, without fencing or restriction of any kind. This, it appeared to me, would put a stop to all farming on the part of the Indians by exposing their crops to inevitable destruction. I therefore stated to the Indians, and to the parties wanting this lease, that any arrangement of the kind should confine the lessee to a specified portion of the reservation, and require an effective fence around the same. All parties finally agreed to this, but it was found impossible for the Indians to agree among themselves as to which party should have the lease, and the matter seems to have quietly dropped.

W. D. Barnes is a young quarter-blood Otoe, who has a few cattle on the reservation, just as many of the Indians have. He has a perfect right to keep them, and I am only sorry more do not exhibit the same thrift and enterprise.

Very respectfully,

JOHN W. SCOTT,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

PAWNEES.

PAWNEE AGENCY, INDIAN TERRITORY,

March 15, 1884.

DEAR SIR: We, the undersigned chiefs, headmen, and members of the Pawnee tribe, do hereby protest against the leasing, viz, any part of our reservation, for grazing purposes to cattle companies.

Two general councils were held at this agency not long ago by Mr. Bennett (who owns the cattle) with the Indians before Reese Pickering (clerk in charge) about leasing part of our reservation for grazing purposes.

At the first council a proposition was laid before the Indians by Mr. Bennett at 2 cents an acre for the term of ten years. Some of the Indians (the interested parties) wanted to lease at that price without taking anything into consideration. Some opposed it on the grounds which will be given below.

A proposition was then made at 2½ cents; then at 3 cents per acre for the term of five years, but still the majority opposed it. Then the interested parties tried to stop some of the leading members from speaking against the lease. When they failed (the so-called civilized Indians) they then told the Indians to ask Mr. Bennett for 10 beeves, which they well knew would turn the Indians in their favor. Mr. Bennett promised to give them the 10 beeves they asked for when the lease was made all right. That turned good many for lease; but it was finally decided to hold another council before our agent, Dr. J. W. Scott.

The second council was held soon afterwards in the office, before Reese Pickering (clerk in charge). Agent Dr. J. W. Scott somehow could not attend. At the second council it was decided by a majority of the chiefs and people that they did not want to lease any part of our reservation.

The interested parties then behaved shamefully, cowardly, unmanly, unworthy to be called gentlemen. Some of them threaten the lives of persons who differ and opposed their scheme. One man (a lieutenant whom we thought was there to see that the council went on all right) tried to create a disturbance in the council. He made a fiery personal speech and tried to assault a member of the council who opposed the scheme.

Had it not been for some of the more manly and cooler headed police (who put him down) would have made a success of it. One man went so far as to challenge anybody (who opposed him) to go out and fight him. Our interpreter then tried to resign his position as an interpreter just because he was defeated in his scheme with the monopolists. Another man (called civilized) tried to injure a member of the tribe who opposed the lease while in the store. These old parties having the power care not for the rights of the people, but are ambitious for more power. We know the educated, enlightened, rising generation is springing up in our midst, and these parties know of it. They are very much worried. They fear that their power will soon have to be taken from them. This is their object for bulldozing and brute force, which is the old way of doing things. When they cannot accomplish that, then feasting, apologizing, bribing is their object.

We have it on good authority that some of the strongest men for lease were bribed by these cattle men—money to be paid to them if the scheme went through all right. The scheme was a failure. The bribed parties are now making feasts and bribing among the Indians in the interest of the same cattle company, Hewins and Bennett, the object being to raise the question of leasing our lands for grazing purposes to the same company again. Therefore we call your attention to these facts.

1. We oppose it because it would be a disadvantage to the progress of civilization of our people, and against the wishes and welfare of the people of the United States. We feel that they (Pawnees) will depend upon the few beeves or the little rental money they (Pawnees) should receive from the company.

With this object in view they would not be advanced any, but rather put them at a standstill for many years. And suppose they did lease, and fence part of our reserve now in question, what benefit would the Indians get from it?

2. We oppose it because the part where the company want to lease is the best part for farming purposes, and the majority of our people have claims there, living on them; but they need protection from the encroachment of cowboys and cattle. With the experience we have had with cattle on this reservation in the past two years is enough proof to convince anyone with common sense that it would not do to lease our land to cattle companies.

3. We oppose it because it is a scheme of the money corporation, whose sole object is to further their own interest, and not for the welfare of the Indians and the Government of the United States.

4. We oppose it because we have not enough ——— lands more than we can use. The whole Pawnee tribe oppose the lease, and, in the situation they are in, compare the small rental money or beeves to that of damages by cattle to crops and hay; and

the trouble that would bring on with cattle men, besides the trouble of the Government in trying to promote civilization and peace.

Therefore we say the Indians and the Government of the United States would derive nothing for leasing to cattle companies. It would far more be worse than now. The Indians would be discouraged, except a few who would get the full benefit from it.

So we, the undersigned chiefs, head-men, and braves, and others do implore upon the Department not to notice or approve of any letter from Pawnee Agency, Indian Territory, about lease.

We remain your obedient servants,

COMMANCHE (his + mark) CHIEF,
Principal Chief Skeedee band.
 TEK-TAY-SAH-CODDIE (his + mark),
Chief Kit-ka-hock.
 GOOD (his + mark) CHIEF,
Chief Kit-ka-hock.
 LONE (his + mark) CHIEF,
Chief Kit-ka-hock.
 FRANK (his + mark) WHITE,
Chief Chowee
 LE-SAH-RE-CHA-ROX (his + mark),
Chief Petaw-haw-erat.
 CHU CA-AH (his + mark),
Captain of Police.
 CHARLIE WHITE (his + mark),
Policeman.

KNIFE CHIEF (his + mark).
 CHARLIE MURIE (his + mark).
 JAMES MURIE, Jr. (his + mark).
 WILLIAM BAYHYLLE.
 MARK L. RUTTER.
 MCPHERSON JANNEY.
 ROO-RAH-REE-RAY-SAH (his + mark).
 GEORGE SUSIE (his + mark).
 CLARK (his + mark) RICKETS.
 ALBERT LONG.
 BOB WHITE (his + mark).
 DICK (his + mark) LUSHBAUGH.
 PIPE (his + mark) CHIEF,
Chief Chowee band.

We, the undersigned, witnessed the signatures above, and the story they have told you is all true.

Very respectfully,

HARRY COODS.
 JAS. R. MARIE.

Hon. COMMISSIONER OF INDIAN AFFAIRS.

ANDALUSIA, ROCK ISLAND COUNTY, ILLINOIS,
 March 23, 1884.

SIR: Again I feel compelled by a sense of duty to intrude on your time and attention, not for personal ends, but to prevent a grievous wrong, preparing by nefarious means to be inflicted on poor, deserving, ignorant people, who have always been in friendship with the United States; I mean the Pawnee Indians.

Cattle companies are now trying to get control of the Pawnee Reservation, and are working, as I think, by bribery, through Baptiste Bayhylle, a half-breed Mexican and Pawnee, and Nelson Rice (who calls himself a full-blood, but I think is not).

These men are the most unprincipled men in the tribe. They have been the fruitful source of most of the difficulties that agents have encountered, and have done more to convert inspectors and those who listen to them into official and moral cesspools than all others in the tribe. Their aim and constant effort is to prey off the Government and people.

Baptiste Bayhylle is one of those persons expressly excepted by name in the only treaty now existing with the Pawnees, and to whom 160 acres in scrip was set apart and accepted by him in lieu of all claims as an Indian on the United States. Yet this man sold his scrip, stole back to the tribe, and has been receiving full rations and annuity and official pay ever since, and as interpreter for most of the time.

Bayhylle, or Bat, as he is familiarly called, has been the terror of agents, bulldozing all the Quaker agents ever sent until I became agent. He tried it on me and signally failed. Then he raised hell generally and I had a stormy time. But I got my grip on him and held him the balance of my time as agent. Since then he has been regaining his hold on the wilder part of the tribes by occasionally making a feast (slaughtering a beef) and inviting them.

Now, to lease the reservation to cattle companies would be to undo all that has been so laboriously accomplished for the civilization of this people, by inducing them to scatter out from the villages and locate and improve farms. I commenced that process at once on taking charge of the agency. I completely broke up one village and badly demoralized all the remaining ones.

Now the people are scattered along Black Bear Creek, from the west line of the reserve to its mouth, also all around the northern part on the Arkansas River, also a settlement in the south end of the Frank White settlement, on Lagoon Creek, south-east from the agency, and one band is scattered in the middle and on the west side.

The only salvation for the Pawnees is to keep the cattle men out until the reservation is inclosed with a barbed wire fence on the east and west line from the Arkansas to the Cinnamon, and then every individual Pawnee farm separately inclosed by the same kind of fence. Then the Indians would be safe to take in cattle to pasture by the head at so much per month. But in no case would it do to let cattle men have control inside, unless it is the policy (which I don't believe) to give over these poor people to certain destruction. Let me entreat you to interpose your just authority to prevent the infliction of such an undeserved calamity upon them.

The amount of one year's annuity I am sure would inclose the two sides and the south end and each individual farm with a substantial three-wire fence. This would give the Pawnees a mighty lift on the road of civilization. *That can never be accomplished* by the present system of annual distribution of goods that are largely squandered and wasted.

Please excuse my boldness in thus addressing you. I have no personal interest to serve in this, but write because there does not seem to be anyone else to tell you the unvarnished facts. I send for your perusal a letter from Chu-caah, captain of Pawnee police, a man whom I am proud to know claims me as his brother. He is as honest, truthful, faithful, and brave a man as I ever had the honor to know. James Murie, mentioned in the letter is a bright young Pawnee who returned home from Hampton after I left the agency.

Very respectfully,

E. H. BOWMAN,

Late United States Indian Agent for Pawnees.

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

[Inclosure.]

PAWNEE AGENCY, IND. T., March 12, 1884.

DEAR BROTHER: I was glad to receive your good letter, and I am sorry I did not answer it soon. I thank you for your picture; it is before me day and night. For I like to see you, for I used to get good advice from you.

Last spring I planted some corn, and now I see that labor brings money. I had plenty money this winter because I had plenty corn.

Last fall Capt. R. Pickering help me and I sowed some wheat. Bro., I want you to know one thing, that is, there's many cattle on the reservation belonging to cattle companies. They are a great trouble to us. Some cattle companies wanted to lease part of our reservation. We did not lease it to them. Bro. Baptist, Rice are now working among the Pawnees. They were bribe by white men.

They are working among Indians, holding feast, bulldozing, and trying brute force to get others to get on their side. Mr. Rice tried to take James Murie's life just because he spoke for his people. We are having quite an excitement here lately. Brother Ralph is on that side and is in favor of leasing, and I do not agree with him. He does not speak or even notice me. He would not read the letter to me, so I got James to read it for me.

You know I promised to write to you if there was any trouble at this place. Write to our agent and tell him what you think. Bro., help me. I know you will. I do not want to lease just; may after while. I have found a good friend who is now writing for me.

If you would like, or if you think would be best to say something to Commissioner at Washington about our trouble, please do so.

You know Indians do not like me. I heard Baptiste was trying to discharge me just because I was not in favor of leases. I know agt. has more to do with it than Bat., so I don't trouble myself about it.

Remain your bro.,

CHA-CAAH.

Dr. E. H. BOWMAN.

UNITED STATES INDIAN SERVICE,
Ponca, Pawnee, and Otoe Agency, March 31, 1884.

SIR: I have the honor to submit the following report of affairs at Pawnee Agency for the month of March, 1884.

On the 19th instant the chiefs and leading men of the tribe again met to consider the advisability of leasing for a term of years (five) the unoccupied portion of their lands for grazing purposes, said lands to be inclosed with a good substantial fence.

The general feeling was favorable to such lease, the contract for which was signed by a majority of the chiefs and leading men of the tribe. Some opposition to the

lease exists in the Frank White band, who have located within the proposed line of fence, and who do not relish the idea of submitting to the will of the majority of the tribe.

I think that with time to deliberate there will be but slight dissatisfaction in this party. While being anxious that peace and harmony should exist among this people, desiring that they should legislate this question among themselves without influence from outside sources, I am confident that in leasing their lands they have acted in accordance with good judgment and for the best interest of a majority of their people.

Very respectfully,

JOHN W. SCOTT,
U. S. Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

SAC AND FOX AGENCY, INDIAN TERRITORY.

CITIZEN POTTAWATOMIES.

SHAWNEETOWN, INDIAN TERRITORY,
January 7, 1884.

SIR: There is a talk going the rounds of the people of this country about leasing the Pottawatomie reserve to cattlemen. Now, the act of Congress says that the Pottawatomies cannot lease, rent, nor sell, of which every one plainly sees and knows, but those parties that are wanting the lease went work and appointed a committee of five men to rule the tribe against the wishes, and effected a lease without the consent of the Indians.

The committee thus appointed received money direct from cattlemen to go on with the business, and also appointed their own delegates to go to Washington to consult the Secretary of the Interior about approving the lease for them; also about getting moneys due the Pottawatomies from the Government, but the delegates that are there at Washington are not legally elected; only one man was elected, and that was Stephen Negumkwet; he was elected by the Indians, not by cattlemen.

But for all that the Indians done, the cattlemen's party hurried off in order to see that the lease be approved by the Secretary of the Interior, also by the President, without saying a word to the Pottawatomies. Now, the parties leasing the Pottawatomies reserve in the Indian Territory are not residents of the Territory; they reside in the town of Wichita, county of Sedwick, State of Kansas.

This is not all; the majority vote does not carry nor elect a person to any office in this Indian Territory outside of the five nations; it has to be a solid vote or none at all. The Pottawatomies do not want any lease; it will be a ruin to the country as it is at the present; the country is made a rendezvous of by outlaws and whisky peddlers from the States, and bringing or leasing the country to cattlemen would make it altogether a white men's country, and where would the Indians go to? This is what those cattlemen and their committee and delegates want.

Even the agent of the Sac and Fox Agency is concerned in the affair; he does not know anything about the Pottawatomies and their country, although he is there to see to Indian affairs; but still he, the agent, grants permits to white people to reside in the Indian country against the wishes of the Indians.

I hear some of the whites boasting as to how they received permits merely by paying a few dollars to said agent. The Pottawatomies do not want any lease, nor do not want any whites to reside within their reserve.

The Pottawatomies are at peace with the neighboring tribes, and by leasing their country would cause trouble.

The Shawnees, on the same reserve, are dissatisfied as to the leasing of said reserve; it would cause them to lose most of their stock, for reason an Indian cannot stand competition with a white man.

The white traders are causing enough trouble among the Indians, without having cattlemen amongst them.

Yours, truly,

DAVID LAUGHTON.

H. PRICE.

Hoping you will take this matter into consideration, and see that the Indian is treated rightly.

WASHINGTON, D. C., April 23, 1884.

SIR: I have the honor to file herewith a copy of a lease (or permission to graze), of date the 28th day of November, 1883, entered into by and between the Citizens' band of Pottawatomies of the Indian Territory, of the first part, and Catherine Greiffenstein, of Indian blood, and a resident of Pottawatomie reserve, Indian Territory, of the second part, wherein and whereby there is a permission given to said Catherine Greiffenstein, of Indian blood, as aforementioned, the right to graze and to herd cattle over and upon a tract of land consisting of about 400,000 acres of land, the same being the surplus lands of the Pottawatomie reserve, in the said Indian Territory, at the annual rental of 2½ cents per acre.

This lease (or permission to graze), as you will observe, is signed by Anthony F. Navarre, John Whitehead, Davis Hardin, and Peter Pammare-ke-duck (Peter the Great), and Peter Moose, for and on behalf of the Citizens' band of Pottawatomies, and Catherine Greiffenstein for herself.

It would be, perhaps, proper for me to state somewhat the history of this transaction, that you may have a clear idea of the preliminary proceedings prior to the execution of this lease.

It seems that one George L. Young, a resident of Kansas, had entered into a bargain or agreement with certain persons, citizens of the State of Kansas, by which he agreed, for and in consideration of a certain sum, that he would procure a lease from the Citizens' band of Pottawatomies for such persons as he had bargained and agreed with.

This information coming to the knowledge of the Pottawatomies, a meeting was held of the council, near Sacred Heart Mission, in the Indian Territory, and upon the Pottawatomie reserve, the object of the meeting being to get an expression of sentiment in regard to leasing the surplus land of their reserve for the grazing of cattle.

At such meeting, which was held on the 29th day of October, 1883, such meeting being a general council of the Citizens' band of Pottawatomies, notice having been previously given to all the bands, together with those residing on the reserve, the question arose whether the council were in favor of leasing to Reford R. Bertrand, which said lease had been procured from two Indians, members of the Citizens' band of Pottawatomies, and without any authority from the council, and which had been procured by the said George L. Young.

A motion having been put in the council whether the said council were in favor of the alleged lease, the vote resulted unanimately against the lease, and a direction was given, and a committee appointed for that purpose, by which Anthony F. Navarre, Peter Moose, Davis Hardin, Peter the Great, and John Whitehead were constituted a committee to negotiate a lease for and on behalf of the Citizens' band of Pottawatomies, and to execute the same.

Such committee was instructed to publish a notice requesting the parties interested in the grazing of cattle to bid openly for the permission to graze their cattle upon the surplus lands of the Citizens' band of Pottawatomies. This notice, it appears, was published for three consecutive weeks between the date of the council and the date of the permission to graze (a copy of which is herewith transmitted).

The bid of Catherine Greiffenstein, of Indian blood, having been the highest bid, she having bid at the rate of 2½ cents per acre for the permission to graze cattle upon the surplus lands of the Pottawatomie tribe, was accepted, and as herein shown by the copy of lease (or permission to graze), which is transmitted herewith, a lease (or permission to graze) was entered into by and between the Citizens' band of Pottawatomies, acting through their duly elected committee, and said Catherine Greiffenstein.

By an act of May 23, 1872 (17 Stat., p. 159), an act entitled "An act to provide homes for the Pottawatomies and absentee Shawnee Indians of the Indian Territory," it is, among other things, provided that the Secretary of the Interior be, and he is hereby, authorized to issue certificates by which allotments of land lying within a thirty-mile-square tract, heretofore selected by the Pottawatomie Indians, and lying next to the Seminole reservation in the Indian Territory, shall be made a part of the reserve of the Pottawatomie band, known as the Pottawatomie Citizens' band.

It was further provided that certificates of such allotments should be made in severalty, specifying the names of the individuals, and that said tracts should be set apart for the exclusive and perpetual use and benefit of such assignees and their heirs.

And it further provided that until otherwise provided by law such tracts should be exempt from levy, taxation, or sale, and should be alienable in fee or lease, or otherwise disposed of, only to the United States, or, to persons of Indian blood lawfully residing within said Territory.

It seems that the act of May 23, 1872, has not been fully complied with on behalf of the United States; that certificates of allotment have not issued, as therein directed, except in a few instances; and although the Pottawatomie Indians have paid in full for their lands, and hold under said act the exclusive and perpetual use

of the land, there is a large surplus of land still remaining which is not covered by the certificates of allotment which should have been issued under the act of May 23, 1872. This land then being outside of the lands allotted, is land held in common for the perpetual use and benefit of the Citizens' band of Pottawatomies, and that in equity, in justice, and in law they are entitled to as full and free possession and use of such land as any citizen of the United States; and among other uses is the right of agricultural pursuits and grazing cattle upon the lands, the latter right which they have exercised by a lawfully and legally executed permission given to a member of their tribe, and in direct conformity with the act of May 23, 1872, which provides in terms that a lease or a sale of lands in fee can be made by the Pottawatomies in severalty, or as a tribe to the United States, or to a person of Indian —

Allow me to state, Mr. Secretary, that in my opinion the right of the citizen band of Pottawatomies to give a permission to graze is a right that not only should be recognized by yourself, but should be approved under the act of May 23, 1872, and, while I agree with you in your letter of January 12, 1884, found upon page 1 of Senate Executive Document No. 54, that it is good policy to decline to recognize any leases entered into by individuals, I desire to state that an examination of the several laws relating to the Indian tribes has not so far shown to me the affirmative right on the part of an Indian tribe or individual to make a lease, as is set forth in the act of May 23, 1872.

The annual rental is more than has been paid or offered by others seeking the same permission on other Indian lands, and it would seem to me to be an injustice to the Indians to refuse to allow them to give such permission to graze, and thus take from them a revenue and leave them in their now dependent condition, a burden on the charity of the Government, whereas they should be self-sustaining.

I am, very respectfully, yours,

A. A. THOMAS,

*Attorney for Catharine Greiffenstein,
Member of the Citizen's Band of Pottawatomies.*

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

NO. 8, GRANT PLACE,
WASHINGTON, D. C., *April 31, 1884.*

DEAR SIR: A large number of the Indians who live in the Indian Territory are of the opinion that by virtue of leases or contracts with cattlemen for grazing purposes, that members of the tribe will not have, after the execution of such leases, the right to bring in cattle or graze them upon the commons or lands so leased, even if they own such cattle.

There are pretended leases of the Pottawatomie Indians in the Indian Territory, and some of the tribe think that a lease will prevent their grazing all the cattle they may own upon said lands.

I take the position, and so stated to our people, that a majority of our tribe have no right to sign any lease or agreement that would prevent any member of the tribe from accumulating cattle or having free grazing privileges upon our public domain; that no contract can be made to bind the citizen band of Pottawatomie to keep stock off of our surplus lands; that parties signing such contract can only give the right of their own allotments to outsiders to the exclusion of the cattle of other allotments (see act of May 23, 1872).

I believe we should have the right to derive revenue from our surplus lands, but not to exclude the stock of our people from the same.

Will you please, if not improper, give me as explicit an answer as possible to the above.

If not out of place I desire to express to you now the high appreciation we have for your just rulings in the past.

I am, very respectfully, &c.,

J. E. CLARDY.

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

NEWTON, KANS., *May 1, 1884.*

DEAR SIR: Hon. Wm. Griffenstein, of Wichita, Kans., who presents this letter, has some business with you, touching his wife's interests in Indian Territory. My long and favorable acquaintance with him enables me to assure you that he is a gentleman

of high standing and integrity in whose claims, representations, and good faith you may safely repose the utmost confidence.

Anything you may find yourself able to do in furtherance of his interests will be services well bestowed.

Yours, very respectfully,

J. W. ADY.

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

[Inclosure.]

UNITED STATES LAND OFFICE,
Wichita, Kans., May 2, 1884.

DEAR SIR: Hon. William Griffenstein, who presents this letter, is the husband of Catherine Griffenstein, a member of the Pottawatomie Indians, now residing on their reservation in the Indian Territory. Mr. Griffenstein will appear before your honor in behalf of his wife to secure the indorsement of the Department of the Interior to a lease made to his wife by the Pottawatomes of their lands in the Indian Territory. I desire to say, in behalf of Mr. Griffenstein, that my long acquaintance with him enables me to say that no man in the community in which he lives stands higher as an honorable, honest, and just man, and any favor extended by your honor will be greatly appreciated by the people of the Arkansas Valley, as his cause is looked upon as a just one.

I have the honor to be, very respectfully,

R. L. WALKER.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 7, 1884.

SIR: I am in receipt, by Department reference, of a letter from A. A. Thomas, esq., of this city, attorney at law, dated 23d ultimo, submitting for approval of the Department a copy of a lease (with accompanying papers) purporting to have been made November 23, 1883, by the Citizen Band of Pottawatomie Indians, acting by a committee thereof, to Catharine Griffenstein, "of Indian blood, and a resident of the Pottawatomie reservation * * * her heirs, successors, assigns, and legal representatives," of "about four hundred thousand acres of land; the same being the surplus lands of the Pottawatomie reserve in the Indian Territory," for stock-grazing purposes, with the right to fence and put up necessary corrals and houses on said lands, and to cut timber therefor, for a term of ten (10) years from the date of approval of the lease by the Secretary of the Interior and the President, at a yearly rental of 2½ cents per acre, or \$10,000, for the entire tract, payable to said Citizen Band of Pottawatomes, through the United States Indian agent, semi-annually in advance, and subject to certain covenants, stipulations, and agreements therein contained, amongst which is the following: "Nothing herein contained shall be construed to in any manner impair the rights and privileges of the Absentee Shawnees, or in any manner to conflict with an act of Congress entitled 'An act to provide homes for the Pottawatomie and Absentee Shawnee Indians in the Indian Territory'; said act having been approved May 23, 1872."

Under ordinary circumstances the question of the approval by the Department of a lease of this character would readily be decided by the ruling of the Department, as expressed in the Fenlon case, April 25, 1883, and in Department letter to Senator Logan on the general subject of leasing Indian lands, March 6, 1884, but inasmuch as it is contended on behalf of the parties in interest that this lease has been made in exercise of a right reserved to the Pottawatomes whether in severalty or as a tribe, under the provisions of the act of May 23, 1872, and is in direct conformity with the terms of said act, it appears necessary to give the subject a more extended consideration, and to ascertain from the legislation itself and the causes which led to it, how far the claim to such right is well founded. Upon examination of the records and files of this office, it appears that in answer to certain communications addressed by this office to the Department on August 11, 1871, and March 6 and 12, 1872, respectively, as to the rights of the Pottawatomes with reference to their changed condition as citizens of the United States, in the reservation selected for them as a tribe in the Indian country, under the provisions of article 1, of the treaty of February 27, 1867 (15 Stat., 531) the Secretary of the Interior, in a letter to this office of March 16, 1872, rendered his opinion as follows:

" * * * I am clearly of opinion after reviewing the treaties of 1861, 1866, and 1867, that it was the intention of Congress to permit all of said tribe (the Pottawatomes) to become citizens upon the conditions therein prescribed.

"I am equally clear in the opinion that it was not anticipated that all of said Indians would avail themselves of the privileges of citizenship, and hence the provisions of the first article of the treaty of 1867, which required the territory to be selected for said tribe in the Indian country, to be conveyed by patent to the nation.

"It is very manifest that by the amendment to the second article of said treaty the Prairie Band of said tribe was excepted from any right to any part of the land in the Indian country, which was provided for the Pottawatome Nation. By a report from your office dated the 12th instant, I am informed that all the Pottawatomes except the Prairie Band have been naturalized and are now citizens of the United States.

"This nation, therefore, is extinct, and not being in existence, the land in the Indian country cannot be conveyed to the Pottawatomes pursuant to or in compliance with the provisions of the treaty before referred to. I have communicated these views to Congress, with a recommendation for legislative action. * * * "

In his communication to Congress on the subject, after reviewing the several treaties with the Pottawatomes, and adverting to the fact that they had all, with the exception of the Prairie Band, become citizens of the United States, the Hon. Secretary proceeds:

"The expectations of the contracting parties at the date of the treaty have not been realized. The Pottawatomes are now all citizens, the nation is extinct, and no patent can be issued to the nation as such, according to the text and unequivocal meaning of the treaty of 1867.

"A tract of land 30 miles square in the Indian country has been surveyed, and many of the Pottawatomes, now citizens, have removed to it and are now residing thereon. It has not been paid for, because it has never been conveyed by patent, as contemplated by the treaty, and I am of opinion that, under existing circumstances, the Secretary of the Interior has no power to cause the tract to be conveyed to the Pottawatomes. It certainly cannot be conveyed to the nation, because there is no nation. It cannot be conveyed to individual members of what was once the nation, or to a trustee for the benefit of the nation for want of authority.

"In consequence of these difficulties it seems to me that there is necessity for further legislation, in order that justice may be done to the Pottawatomes who have removed to this land.

"I have the honor therefore to recommend such legislation as will secure to the Pottawatomes a portion of the tract of land before referred to, equal to eighty acres for each individual; and as these Indians have become citizens and hence possess the right of alienation, I suggest that this legislation be so regarded as to secure this land to the Pottawatomes so long as they remain together as an organized body, and no longer, and that it be not accompanied with any provision which will permit them or any of them to alienate their title, and that they may be permitted to hold their lands in severalty or in common as they may elect." (See Department letter to Hon. J. G. Blaine, Speaker of the House of Representatives, March 15, 1872.) With this light before it, Congress passed the act of May 23, 1872 (17 Stat., 159).

This act, which is entitled "An act to provide homes for the Pottawatome and Absentee Shawnee Indians in the Indian Territory," provides for the issuance by the Secretary of the Interior of certificates by which allotments of land lying within the thirty-miles square tract theretofore selected for the Pottawatome Indians, and lying next west of the Seminole Reservation in the Indian Territory, shall be made to each member of the Pottawatome band, known as the Pottawatome Citizen band, as follows, viz:

To each head of a family, and to each other member 21 years of age, not more than one quarter section, and to each minor of the tribe not more than 80 acres, such allotments being made to include, as far as may be practicable for each family, the improvements which they may have made. Certificates of allotments are to be made in severalty, specifying the names of individuals to whom they have been assigned, and that said tracts are set apart for the exclusive and perpetual use and benefit of such assignees and their heirs.

The act then provides: "Until otherwise provided by law such tracts shall be exempt from levy, taxation, or sale, and shall be alienable in fee, or leased or otherwise disposed of only to the United States or to persons of Indian blood, lawfully residing within said Territory with permission of the President and under such regulations as the Secretary of the Interior shall prescribe.

"Provided, That such allotments shall be made to such of the above-described persons as have resided, or shall hereafter reside, three years continuously on such reservation, and that the cost of such lands to the United States shall be paid from any fund now held, or which may be hereafter held, by the United States for the benefit of such Indians, and charged as a part of their distributive share, or shall be paid for by said Indians before such certificates are issued: *Provided*, said Pottawatome In-

dians shall neither acquire nor exercise, under the laws of the United States, any rights or privileges in said Indian Territory other than those enjoyed by the members of the Indian tribes lawfully residing therein; and for the protection of the rights of persons and property among themselves, they may enforce the laws and usages heretofore enforced among them as an Indian tribe not inconsistent with the Constitution and laws of the United States, and shall be entitled to equitable representation in the general Territorial council, and subject to the general laws which it may legally enact."

The second section of the act provides that when any Indian of pure or mixed blood of the Absentee Shawnees being the head of a family, or over twenty-one years of age, can show to the satisfaction of the Secretary of the Interior that he or she has resided continuously for the term of three years within said 30 miles square tract, and has made substantial improvements thereon, it shall be the duty of the Secretary of the Interior to issue to such Indian a certificate of allotment for 80 acres of land, to include as far as may be practicable his or her improvements, together with an addition of 20 acres for each child under twenty-one years of age belonging to the family of said Indian, such certificate to include the same provisions as are included in the certificates of allotments of lands provided for in the first section of this act. It appears that the provisions of the act have been partially carried into effect by allotments in severalty to some 327 of the Absentee Shawnee Indians by Special Agent J. J. Knox, November 12, 1875, a list of which was approved by the Commissioner of Indian Affairs November 22, 1875; and by the Secretary of the Interior November 23, 1875, but for some reason not apparent no action looking to the issue of certificates was had by this office until last winter, when it was found upon examination of the papers that it was impossible to determine in many instances the head of the family to whom the children belonged, and that it would be necessary to have the list corrected and revised before anything further could be done.

In like manner allotments were made to some Pottawatomie Indians by Special Agent Knox, November 9, 1875, a schedule of which was also approved in this office and the Department on the same dates as those mentioned in the case of the absentee Shawnees. A list was also submitted by the special agent of some 43 Pottawatomes claiming lands under the provisions of the act, but who had not resided on the land the necessary time. This list was also approved on the same dates with the condition that certificates should not be issued until the parties had resided upon their respective tracts for a period of three years as provided in the act.

No certificates have ever been issued to the citizen Pottawatomes upon either of the above-mentioned lists, for the reason, as it appears, that they had no funds with which to pay for their lands as required by the act, although at the date of its passage they had annuities which it was supposed could be used for that purpose. The absentee Shawnees had no such annuities, and were therefore not required to pay for the lands allotted to them.

On the 20th January, 1883, the several lists of allotments so made to the absentee Shawnees and citizen Pottawatomes were referred to Special Agent Townsend, then proceeding on a mission to the Indian Territory in connection with other tribes with instructions to visit the Sac and Fox Agency for the purpose of correcting the allotment lists and making additional allotments to such persons as had since become entitled.

On April 30, 1883, Special Agent Townsend reported to this office that the absentee Shawnees now refused to accept the allotments already made or to take their lands in severalty, owing to some superstitious feeling that it would be unwise and wrong for them to do so. In regard to the Pottawatomes, he reported that owing to the disappearance of the original corner stones or monuments, it would be necessary to retrace and re-establish the lines before any new allotments could be made, and recommended that a competent surveyor be employed and ordered to report to Agent Carter at the Sac and Fox Agency to carry out the work.

July 18, 1883, Agent Carter was directed to submit an estimate of the probable cost which would be involved in rerunning the lines and re-marking corners, in reply to which he reported (September 3) that it would cost from \$6,000 to \$8,000. There being no funds at the disposal of the Department applicable to the purpose, the matter has of necessity since remained in abeyance. This is the position of the allotment question in respect of these lands at the present time. The citizen band of Pottawatomes now claim the right under the act of 1872 to exercise *exclusive* control over and lease the surplus lands of the thirty-mile square tract, and in order, it is presumed, to a literal compliance with the terms of the act as they interpret it, have executed a lease thereof to a person of Indian blood residing within the Territory.

I think it is clear from the wording of the act that Congress realized the fact that the provisions of the treaty with the Pottawatomes of February 27, 1867 (15 Stat., 531), which contemplated the setting apart of the thirty-mile-square tract as a reservation "for the exclusive use and occupancy of that tribe," and the subsequent patenting thereof to the Pottawatomie Nation, had been rendered inoperative by reason of the Pottawatomes having become citizens; but that, recognizing the de-

pendent condition of quite a number of them, who had tried citizenship, and having found it a failure, were desirous of returning to their former mode of life. Congress by act of 1872 permitted them, *in common with the absentee Shawnees*, to take homes in severalty upon the tract which had been originally designed for their separate use and occupation as a tribe, to the extent and upon the terms and in manner mentioned in the act, coupled, however, with a condition that such individual Pottawatomie allottees should have no rights or privileges in the Indian Territory other than those enjoyed by the members of the Indian tribes lawfully residing therein, with authority for the protection of the rights of persons and property among themselves, to enforce the laws and usages theretofore enforced among them as an Indian tribe, not inconsistent with the Constitution and laws of the United States. Notwithstanding this provision, which in a measure would seem to restore the citizen Pottawatomies to their normal condition as a tribe, in respect of the right of self-government, it will be observed that the act throughout, so far as the question of lands is concerned, proceeds altogether on the severalty principle. The very title of the act—"An act to provide homes," &c.—proclaims this. Individual allotments are to be made to both Pottawatomies and absentee Shawnees having fulfilled certain conditions as to residence, &c. Certificates are to issue to each individual allottee as evidence of sole and exclusive title in him and his heirs. The allotted tracts are to be exempt from levy, taxation, or sale, and inalienable in fee or otherwise, except to the United States or persons of Indian blood, lawfully residing within the Indian Territory, with permission of the President, and under such regulations as the Secretary of the Interior shall prescribe; and in the case of the Pottawatomies the cost of such allotted tracts to the United States is to be paid by the individual allottees before the issue of the certificates. (See Department decision affirming this view in the Clardy case, December 23, 1883.) Occupancy in common by either tribe, according to the accepted theory of the ordinary Indian title, was not in contemplation of the act.

Assuming it to have been intended that the act should have a continuous operation, the surplus lands are subject to future allotments to such individual Pottawatomies and absentee Shawnees as may hereafter become entitled, upon the terms and conditions mentioned in the act, and such additional allotments being satisfied, or otherwise provided for by the appropriation of a sufficient quantity of land for the purpose. I see nothing in the act to prevent the Government, should it see fit to do so, from settling other friendly Indians upon any surplus lands which may remain after the intention of the act shall have been satisfied. I certainly perceive nothing in the act that leads me to suppose that Congress intended that this large area of land (575,775 acres) should be devoted exclusively to these two small remnants of tribes, whose numbers to-day, according to the latest statistics, do not aggregate over 1,220 souls. If every man, woman and child amongst them was to-day provided with an allotment as defined by the act, there would still be a very large surplus, over 400,000 acres, of land remaining.

I am of opinion that under the act of 1872, the rights of the citizen Pottawatomies and absentee Shawnees in the thirty-mile-square tract are clearly limited to individual rights only; that neither the Citizen band of Pottawatomies in their quasi-tribal capacity, or the absentee Shawnees as a tribe, or both collectively, have any power under the act to make a lease of the surplus lands; and further, that the lease now presented, although purporting to be made to a person of Indian blood residing in the Territory, is not such a lease as was contemplated by the act, which, when it uses the term "leased," manifestly refers to individual allotments only. I would also remark that although the lease expressly declares that the rights and privileges of the absentee Shawnees shall in no manner be impaired thereby, they are practically ignored by the Citizen band of Pottawatomies, who, as before stated, have assumed the exclusive right to make the lease and to reap all the benefits thereof for their sole and separate use as a tribe.

With these views I return the papers for your action.

Very respectfully, your obedient servant,
H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, May 15, 1884.

SIR: I have considered your report of the 7th instant on the request submitted by Mr. A. A. Thomas for approval by the Department of a copy of a lease purporting to have been made November 23, 1883, by the citizen band of Pottawatomie Indians, represented by a committee thereof, to Catherine Griffenstein, her heirs, &c., for about

400,000 acres of land, stated to be "the surplus land of the Pottawatomie Reserve in the Indian Territory," for stock-grazing purposes, with the right to fence and put up necessary corrals and houses on said lands, and to cut timber therefor, for a period of 10 years from date of approval of the lease by the Secretary of the Interior and the President, at a yearly rental of 2½ cents per acre, or \$10,000 per year for the entire tract, &c.

It is claimed that this lease has been made in accordance with the provisions of the law of May 23, 1872 (17 Stat., 159), and that it should be approved as required by that law.

You report that the alleged lease presented is not such a lease as is contemplated by the law referred to; that the law conferred no such right in the parties thereto as would entitle or warrant them in making such a lease of the lands described, and that it should not be approved by the Department.

As you have for reasons stated declined to approve the alleged lease, it is returned without approval by the Department.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

[Inclosure.]

To the honorable Secretary of the Interior:

We, the undersigned, delegates of the Citizens' Band of the Pottawatomie Indians now residing in the Indian Territory, were instructed by our people to see to the approval of a lease entered into between ourselves and one Catherine Griffenstein, therefore respectfully pray your honor may grant the same.

The interests of the people entitled to settlement in the said reservation, and do so, are provided for and at the same time derive some benefit for the use of our surplus lands.

The approval of said lease will justify the lessee to put up fences with safety and thereby protect our own stock in a large measure against being stolen or straying off, and will thus aid us in establishing a market for our stock and produce.

We furthermore desire to state that all our business has been done in open council, to the perfect satisfaction of our people, who have the utmost confidence in the lessee, and hope that your honor may grant the prayer of our petition.

Yours, most respectfully,

A. F. NAVARRE,
JOHN ANDERSON.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 20, 1884

SIR: I return herewith, unapproved, the copy of a lease, with accompanying papers, submitted by you for approval of the Department, on the 23d ultimo, said lease purporting to have been made November 28, 1853, by the Citizens' Band of Pottawatomie Indians, represented by a committee thereof, to one Catherine Griffenstein, her heirs, &c., for about 400,000 acres of land, alleged to be the "surplus land of the Pottawatomie reserve in the Indian Territory," for stock grazing purposes, with the right to fence and put up necessary corrals and houses on said lands, and to cut timber therefor, for a period of ten (10) years from date of approval of the lease by the Secretary of the Interior and the President, at a yearly rental of 2½ cents per acre, or \$10,000 per annum for the entire tract payable to said Citizens' Band of Pottawatomies semi-annually in advance, and subject to certain covenants, stipulations, and agreements therein contained.

I also inclose for your information copies of the Hon. Secretary's letter of the 15th instant to this office on the subject, and of office report of the 7th instant therein referred to.

Very respectfully,

H. PRICE,
Commissioner

A. A. THOMAS, Esq.,
Attorney at Law, Saint Cloud Building, City.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 3, 1884.

SIR: In reply to your letter of the 28th ultimo, transmitting two communications from certain citizen Pottawatomies of your agency, protesting against the recognition

by the office of a business committee appointed at a council of said Indians held on the 6th May last to enter into a contract with Anthony F. Navarre and John Anderson for the prosecution of certain claims which the Pottawatomies have against the Government, and calling attention to the fact that parties are endeavoring to procure the approval of a lease for cattle-grazing purposes upon the thirty-mile-square tract which is subject to allotment to the Pottawatomie and Shawnee Indians through the agency of said Navarre and Anderson, whose expenses are borne by the intending lessees, I have to say: 1st. As to the proposed lease, being a lease to Catherine Grieffenstein for about 400,000 acres of land for stock-grazing purposes for a period of ten years at a yearly rental of \$10,000 per year; the honorable Secretary of the Interior on 15th of May last, upon the recommendation of said office declined to approve the same, of which action the lessee's attorney was duly notified. 2d. The protest referred to in your letter will receive due consideration when the contract with Navarre and Anderson, which has only just been filed, comes up for examination.

You will keep yourselves advised of any further attempt by the Pottawatomies or Shawnees to lease the lands in question, and report to this office at once.

Very respectfully,

H. PRICE,
Commissioner.

A. TAYLOR, Esq.,
*United States Indian Agent,
Sac and Fox Agency, Indian Territory.*

SAC AND FOX.

UNITED STATES INDIAN SERVICE, SAC AND FOX AGENCY,
Tama County, Iowa, October 16, 1884.

SIR: Our chiefs and head men have just received intelligence from the Territory that the other branch of the tribe are about leasing the lands belonging to the Sac and Fox tribes to some company for the term of ten years, for the sum of \$4,000 a year, to graze cattle on.

The tribe here ask the honorable Commissioner to see that their interests are protected and that they shall receive a proper share of the income received from said lease or leases as shall be just and proper, and that the agent in the Territory be instructed to withhold the share properly belonging to this branch of the tribe.

Very respectfully,

GEORGE L. DAVENPORT,
United States Indian Agent.

Hon. H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 22, 1884.

SIR: That portion of the Sac and Fox tribe resident, and who by express provision of the treaty of February 18, 1867 (15 Stats., 495), receive their share of annuities, &c., in Tama County, Iowa, and which claims to be interested in the reservation lands in the Indian Territory, has reported to this office, through its agent, that information has been received that the other branch of the tribe attached to your agency is about leasing said lands, or a portion thereof, to some company for grazing purposes, for a term of ten (10) years, at an annual rental of \$4,000.

You will ascertain whether there is any foundation for this report, and advise this office thereon.

Very respectfully,

H. PRICE,
Commissioner.

ISAAC A. TAYLOR, Esq.,
United States Indian Agent, Sac and Fox Agency, Indian Territory.

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., November 10, 1884.

SIR: In reply to Department letter "L" 20168, '84, of date October 22, 1884, I have the honor to inform you that the Sac and Fox tribe of Indians of the Mississippi, in

the Indian Territory, did, on or about the 10th day of October, 1884, grant a grazing permit to Messrs. Warren, Lambert and Moore, citizens of Kansas, for a period of ten years, for the consideration of \$4,000 per annum, to a part of their reservation. A copy of the contract will be presented, I understand, soon to your office.

Very respectfully,

I. A. TAYLOR,
United States Indian Agent.

Hon. H. PRICE,
Commissioner Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 3, 1884.

SIR: I have received your letter of the 10th ultimo, stating that under date of October 10 last, the Sac and Fox Indians of the Mississippi, attached to your agency, granted a grazing permit to Messrs. Warren, Lambert and Moore, citizens of Kansas, for a period of ten years at an annual rental of \$4,000 per annum.

The instrument referred to has not as yet been presented to this office.

Without passing an opinion as to the validity or otherwise of the transaction, I desire to call your attention to the fact that that portion of the tribe resident in Iowa claims a proportionate share in the income arising under any such agreement, and has requested this office to protect its interests by directing the agent to withhold the amount "properly belonging" to that branch of the tribe.

Before taking any action in the matter it would seem desirable to ascertain the views of the tribe thereon, for which purpose it is accordingly referred to you for report.

Very respectfully,

H. PRICE,
Commissioner.

I. A. TAYLOR, Esq.,
*United States Indian Agent,
Sac and Fox Agency, Indian Territory.*

SHAWNEETOWN, INDIAN TERRITORY,
March 6, 1884.

DEAR SIR: In latter part of May or first part of June last, in a letter to you stating certain facts in reference to some malicious charges made against myself by Agent Jacob V. Carter, and as I claimed for him by his clerk, prompted in so doing by C. C. Pickett, one of the firm of Whistler, Pickett & Co., Sac & Fox agency traders, in which letter I called your attention to the fact that employes of the Government under your Department were trying to negotiate a lease of the Sac & Fox Reservation of the Indians, and asked that said honorable gentlemen be all also investigated, of which I have heard no more, except to be called on to know if I had wrote such a letter by the principal party accused, E. B. Townsend, special agent. In which conversation said special agent swore vengeance against the party who had, in short, dared to oppose him.

Now, honorable Commissioner, I hereby and herein proceed to lay charges specific against said Special Agent E. B. Townsend, C. C. Pickett, licensed trader, and E. N. Gauze, agency clerk.

1st. That in the latter part of May, 1884, or thereabouts, Special Agent E. B. Townsend formed a partnership with the said C. C. Pickett, a licensed Indian trader, and E. N. Gauze, a son-in-law of the agent's, and agency clerk while in the employ of the Government.

2d. That said company was formed for the purpose of obtaining a lease of the Sac and Fox Indians for a large tract of land for grazing purposes.

3d. That the position of special agent of the Government was used by said company to induce the Indians to sign said lease, it having been made to appear as if it was the desire of the Department that they lease to this particular company.

4th. That E. B. Townsend offered to bribe Chief Keokuck into favoring said lease by promising to build him a fine house, &c.

5th. That the position of special agent has been used to intimidate and terrorize those opposing said lease.

6th. That said official company was counseling and advising the Indians to lease to them for from $\frac{1}{4}$ to 1 cent per acre per annum less than other equally responsible parties were offering for the same lease.

7th. That said Townsend has spent a large part of the time since June last at and around said agency endeavoring to procure a lease from the Sac and Fox Indians and other tribes.

The Iowa Indians, who were led to believe the Government would not give them a reservation as now set apart by Executive order unless they submit to letting this official company above mentioned put a wire fence around it, and hold cattle on it.

8th. That C. C. Pickett, one of said company, offered cash bribes to one of the chiefs of Iowa tribe, to induce him to sign a lease.

All of which, we claim is against the policy of the Department and contrary to law while in the employ of Government; we therefore submit them to you before going further, as said officials have used their position to punish those with whom they were not in harmony.

We therefore remain yours, &c.,

THOS. E. BERRY,

Licensed trader, Shawnee town, Ind. Ter.

Hon. H. PRICE,

Commissioner of Indian Affairs, Washington, D. C.

QUAPAW AGENCY, INDIAN TERRITORY.

PEORIAS, OTTAWAS, AND MIAMIES.

QUAPAW AGENCY, IND. T.,

January 14, 1884.

SIR: I have the honor to reply to yours of the 30th of November last, file marked "L 2168—41883," in which you state that you are in receipt of a letter from E. C. Lykins, who claims to be a member of the Paoli Indians, and protesting against the further fencing of their domain. More than likely the letter you refer to is from E. W. W. Lykins, a white man, adopted into the Peoria tribe of this agency, as about the time the letter is dated he called here and stated he was intending sending you a letter on the subject mentioned.

To get a fair and correct understanding of this fencing business on the Peoria lands, it will be necessary for me to give you in detail a history of the matter from the start—i. e., something like a year and a half ago, in riding over the Peoria lands, west of Spring River, I noticed that J. P. McNaughton, a white man (who married a Peoria girl some two years since), was fencing in with wire a pasture of from 300 to 400 acres, in connection with his farm. I at once notified the chiefs of what Mr. McNaughton was doing, although they, as well as other members of the tribe, were well aware of the fact, and stated to them that if it was their wish I would stop the further construction of the fence, at the same time stating that I did not wish to interfere with the efforts of any one at making a good home. And right here I wish to state that Mr. McNaughton had up to that time and since displayed considerable energy in arranging and putting in shape his farm; but knowing that he did not have much live-stock, and being of the opinion that he was building the pastures so as to take stock for others, and I thought then as I do now, that no member of the tribe should be allowed to fence up the range to the exclusion of others; but as there was no objection raised by any one, I allowed Mr. McNaughton to complete his fence. Since that time other members of the tribe have fenced pastures of a much greater area, and have inclosed much of the best grazing land; this has been done by some of the leading men, and has never been objected to, until Mr. Lykins called here, as above stated, after all the work was completed.

Those who have fenced have done so by first obtaining the consent of parties who claim the land they wished to fence—of course, until there is an allotment, no such claims can be legally laid on unimproved lands; but the consent of such claimants has been first obtained and then the fence built. The chiefs tell me that if their lands were allotted, they would have about 250 acres per capita. On this basis, if a member of the tribe wished to fence 2,500 acres, he would secure enough claims besides his own family's to make ten.

This is not just, as those who have so taken claims have taken the best; but it has all been done with the full knowledge of all the tribe, and Mr. Lykins was the first one to object, because, as he says, "some parties were about to fence up what he has staked off as his own claim."

On receipt of your letter, I notified the chiefs to call a council and have the people express themselves about the matter. They did so, but only a few attended, and nothing definite was done; and, although a month has passed, I am still unable to get them to give me their views as expressed in council.

I advised that each member or other party who had already, or wished in the future, to fence lands on their reservation for grazing, be compelled to pay to the agent, for the people, a certain rate, say 10 cents per acre, for such land. By this means each member could receive their per capita share.

When they finally get the matter settled among themselves, I think this will be the plan decided upon; in the mean time I shall not allow them to fence any more until the matter is satisfactorily adjusted. As I understand it, the fencing that was contemplated by James Charley, sr., and Ed. H. Black (chiefs) of the lands east of Spring River was particularly objected to by Mr. Lykins, as it included such lands as he claims, and he was to receive no benefit from it. It is clearly just that whatever land is inclosed by a member of the tribe or other party, that they should pay a reasonable sum into the tribal treasury for the use of the same, and for the benefit of all.

The lands that have been fenced for pastures during the past season on the Peoria Reservation are as follows:

	Acres,
John Wadsworth (estimated).....	2,000
Thomas Peckham and W. C. Lykins (estimated)	2,300
Moore and Labadie (estimated)	3,500
McNaughton and Beavers (estimated)	3,000
Total	10,800

In addition to the above, the lands that have been fenced on the other reservation^s of the agency are as follows:

On the Ottawa Reservation, by the Ottawas, for the use of H. R. Crowell, of Baxter Springs, Kansas, 5,000 acres. This case was presented to your office for approval of lease, which was refused. The Indians then held a council, and unanimously agreed to let Mr. Crowell have the land and do the work necessary to fence it, provided he would furnish the wire and pay them for the labor. This was done. The price allowed for the use of the land is 12½ cents per acre per year. Moses Pooler, an Ottawa Indian, has also fenced 1,500 acres, which is all that has been done on the Ottawa Reservation or lands.

The Miami Indians, as a tribe, made the posts and fenced 8,640 acres, for which they receive from J. W. Preston \$864 per year, which amount (10 cents per acre) is distributed per capita. The only other pasture fence that there is on any of the reservations, outside of those built by Government for Modocs and at the missions, is the 600-acre lot fenced by Mr. Naylor for a corral for his 1,000 head cattle, all of which has been fully reported. None of the above-mentioned pastures have been in use yet, but will be, I suppose, during the coming grazing season.

Without any expense to the Indians, if properly managed, their surplus lands can be made to yield a very large revenue, as most of the land of this agency will rent for 10 to 12½ cents per acre.

If when the Peorias have a council they make any definite decision as to what they wish done, I shall at once report the same.

I am, very respectfully, your obedient servant,

D. B. DYER,
United States Indian Agent.

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

UNITED STATES INDIAN SERVICE, QUAPAW AGENCY,
May 23, 1884.

SIR: A petition from certain Peoria Indians was presented to me on the evening of the 21st instant, and I inclose it herewith.

In connection with this it is proper for me to say I learned from reliable sources that a few of the Peorias and some whites that have married into the tribe are fencing large tracts of the lands, and are taking stock to graze, and are receiving compensation therefor, using moneys thus received for their own benefit. This practice seems to have originated and grown up within the last year, and is detrimental, especially to the poor and feeble and to the widows.

I inclose a partial list of those who have pastures fenced, to show the state of things. I think the whole matter could be remedied by a little energy on the part of the agent, co-operating with the tribe. The tribe needs some attention; the rules, such as they have, are not strictly enforced, and the tribal government is demoralized. I suggest that some correspondence might be had directly with these folks by addressing a letter to Thomas Miller and David Geboc, at Keelville, Kans. Until such time as an agent is secured at this place, whether any foundation exists or not for the belief among the Indians that their matters are not properly communicated by the

agent here, it nevertheless exists, and I have not encouraged it but referred them to the acting agent. They would be pleased to have some direct communication. It is a question, however, whether it is best for the service to encourage or allow this, even in exceptional cases.

I remain your obedient servant,

W. H. ROBB,
Special Agent.

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

[Inclosure No. 1.]

List of parties having pastures.

Names.	Character.	No. of acres.
John Wadsworth and George Finley	Indians	2,000
William Labadie	Indian	1,500
James Moore	White, married Indian girl	3,000
Pekham & Likins	Indians	2,400
J. P. McNaughton	White man, married Indian	4,000

[Inclosure No. 2.]

PEORIA AND MIAMI RESERVE, INDIAN TERRITORY,
May 21, 1884.

To the honorable United States Indian Inspectors and Special Agents, Baxter Springs, Kans.:

DEAR SIR: We, the undersigned members of the "Peoria," &c., Indian tribe of Indians, would respectfully represent that a large tract of our land is fenced up with post and wire fences by few individuals, and the proceeds or rent of it goes to only few of our people, and larger number are deprived of having any benefit from it whatever, and we are forced to protest it.

If our lands are to be fenced for grazing purposes to speculators, then we request your honorable body to present these facts to the honorable Commissioner of Indian Affairs and the Secretary of Interior, that our said lands be leased at a fair price per acre, and the proceeds of it be paid per capita to each and all the members of our tribe in the same way and manner as the Miami tribe gets the proceeds of their pasture or grazing lands.

We remain, yours, most respectfully,

Mrs. JANE WASCOOLIE,

Mrs. SARAH WELSH,

her

Mrs. X MCLEAN,

mark.

her

Miss ELLA X MCLEAN,

mark.

her

Mrs. MARY X SICTO,

mark.

Mrs. MARGARET MOBLY,

ALMINA MILLER,

NANCY GEBOE,

her

BALLY X WHEELER.

mark.

Witness:

JOHN MILLER.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIANS AFFAIRS,
Washington, D. C., August 25, 1884.

SIR: I am in receipt of your letter of May 23d last, inclosing a petition signed by certain members of the Peoria, &c., tribe of Indians, representing that a large tract of their reservation lands is fenced in with post and wire fences by a few individual members of the tribe, who reap the proceeds thereof to their own use, to the exclusion of others of the tribe having a common interest in the lands, and asking the interposition of this Department to secure a fair and equitable division amongst the members of the confederated tribes of all revenue derived from pasturage on the unoccupied lands.

The facts alleged in the petition are confirmed in your letter of transmittal, in

which you state that the practice seems to have originated and grown up within the last year, and is detrimental, especially to the poor and feeble, and widows of the tribe. A partial list submitted by you shows that five Indians have 5,900 acres, and two white men, with Indian wives, have 7,000 acres under fence, or a total of 12,900 acres—about one-fourth of the entire reservation—inclosed and controlled by seven individuals.

The tract of country now occupied by the United Peorias and Miamis, contains 50,301 acres, and was originally purchased by the Government from the Senecas and Quapaws and granted and sold to the Peorias, Kaskaskias, Weas, and Piankeshaws under the 22d article of the Omnibus treaty of January 23, 1857 (15 Stat., 519).

By the 26th article of the same treaty the Peorias, &c., agreed that the Miamies might be confederated with them upon their new reservation, and (inter alia) own an individual right therein in proportion to the sum paid, upon payment by the Miamies of an amount which, in proportion to the number of Miamies who should join them, would be equal to their (the Miamies) share of the purchase money in said treaty provided to be paid for the land.

The 6th section of the act of Congress, approved March 3, 1873 (17 Stat., 633), authorized and directed the Secretary of the Interior to examine a contract made between the Western Miami Indians, of Kansas, and the confederated Wea, Peoria, Kaskaskia, and Piankeshaw Indians, on the 15th January, 1872, and to approve the same with such modifications as justice and equity might require; and for the purpose of carrying into effect said arrangement might withdraw from the consolidated fund of the Miami Indians, and pay to the confederated Wea, Peoria, Kaskaskia, and Piankeshaw Indians a sum sufficient to pay said Weas, &c., according to said contract, for an interest in the lands of the last-named confederated tribe, for all of said Miamis, electing, as aforesaid, to unite with said confederated tribe.

By a subsequent agreement between the confederated tribes and the Miamis, dated September 23, 1874, the agreement of January 15, 1872, was modified in so far as the payment of interest on the purchase money for lands sold to the Miamis was concerned. This modified agreement was approved by the Department November 19, 1874.

By the Indian appropriation act, approved March 3, 1877 (19 Stat., 292), the sum of \$24,952.03, chargeable to the Miami tribal fund, was appropriated to pay the Peorias, &c., for a pro rata share of the lands so purchased by the Miamis. Of this sum \$15,385.20 was for principal due in respect of such pro rata share; the balance, \$9,566.83, being interest on deferred purchase money. The entire amount was, on May 3, 1877, placed to the credit of Agent H. W. Jones for distribution amongst the several members of the confederated tribes of Peorias, &c., Indians entitled thereto.

Until allotments in severalty are had the lands of the reservation are the common property of the Peorias, &c., and Miamis, in proportion to their respective tribal interests therein, the ratio apparently being about two-thirds Peorias, &c., and one-third Miamis, or, at the date of the modified agreement of 1874, 140 Peorias, &c., and 72 Miamis.

In this state of facts the action of the parties complained of, especially that of James Moore and J. P. McNaughton, who, it is stated, are white men with Indian wives, and have inclosed 7,000 acres of land, is an unwarrantable oppression of the weaker members of the tribe, and will not be tolerated by this Department. The tribal government, if any such in fact exists, must be sadly demoralized to have permitted such a condition of things to prevail.

You will notify the chiefs of the tribe that this system of monopoly must at once be broken up. Whilst the lands remain in their present unsurveyed and unallotted condition, and in order to encourage individual labor and improvements, a member of the tribe may, as a provisional arrangement until allotments are made, with consent of the tribal authorities, and under direction of the agent, inclose and use for his own benefit an *equitable* proportion of the lands, not exceeding 160 acres, and a like quantity for each member of his family, but no more. If the present system of unlimited appropriation by individuals is permitted it is easy to see the result. The entire reservation will at no distant date be practically in the hands of a few wealthy members of the tribe, and the poor and weak will be driven to the wall. This you will tell the chiefs is not the intention of the Government, neither will it be permitted. The lands of the reservation are intended for the benefit of the entire tribe, so that each member thereof may ultimately receive his just and proper portion thereof; and where locations and improvements (upon the basis of an *equitable proportion only*, and not exceeding 160 acres) have not already been made, the lands are the common property of the tribe, who are entitled to share in any benefits arising therefrom by pasturage or otherwise. You will notify the chiefs that all fences which inclose an excess of land in the hands of individual members of the tribe, beyond 160 acres, must at once be removed and the lands restored to their normal condition.

All grazing tax accruing from such unselected and unoccupied lands must irrespective of any pretended agreement with any Indian or Indians claiming to hold the

same, be collected for the benefit of the tribe, and in this connection your attention is called to the provisions of the general deficiency act approved March 3, 1883 (22 Stat., 590) which requires that "the proceeds of all pasturage and sales of timber, coal, or other product of any Indian reservation, except those of the five civilized tribes, and not the result of the labor of any member of such tribe, shall be covered into the Treasury for the benefit of such tribe under such regulations as the Secretary of the Interior shall prescribe, and the Secretary shall report his action in detail to Congress at its next session."

In the collection of this tax you will be careful not to recognize any lease made by the Indians conforming your action to the views expressed in Department letter of April 25, 1883, to Mr. E. Fenlon, copy of which was sent you April 17, 1884.

I inclose herewith a copy of a letter received from Mrs. J. L. Palmer, claiming to be a member of the Peorias and Miamis, dated 5th instant, desiring to locate a claim for herself and child upon the reserve, and representing the difficulties she encounters by reason of the fencing monopoly.

You will submit this letter to the chiefs, and if she is found to be entitled, assist her in making the desired location.

You will report your action hereunder, and for further instructions if found necessary.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. H. ROBB, Esq.,
Special Agent, Quapaw Agency, Seneca, Mo.

UNITED STATES INDIAN SERVICE, QUAPAW AGENCY,
July 25, 1884.

SIR: I have had a great deal of difficulty this summer in regulating the pasture question and the collection of the cattle tax, especially among the Peorias, Miamis, and Ottawas. Much of the land has been fenced by members of the tribes and by whites who have marriage relations among them, and take in cattle and other stock to graze, and collect and use the money for their own benefit, thus depriving the greater number of the members of these tribes of any benefit from the cattle tax. I have made an order, to be in force during this summer, that where such pastures exist they will be disregarded and the tax collected for the benefit of all the members of the tribes on all stock not belonging to the Indians.

Moses Pooler, a member of the Ottawa tribe, resists this order. He has fenced about 1,500 or 1,600 acres of the lands of the tribe, and has taken in cattle to pasture, and has converted the moneys so collected to his own use. He has a son, lately married, whom he says he has associated with him. He is not angry or unruly about the matter, but he does not think the order a reasonable one, and we have agreed that his case shall be submitted to you as a test case and for your decision. He says that the Government encourages fencing and improvement, and it seems hard now to be deprived of the fruits of his energy. While I admit the force of this argument, I think it was not the intention of the Government to encourage the strong to consume the weak. Suppose he had 10,000 acres fenced out of this small reservation, would the order seem unreasonable? Some have as high as 3,000 or 4,000 acres of the best of the lands inclosed. It is but an exceptional few who can fence these pastures. In the absence of any rule by the tribe as to the amount any member may inclose and use for his own benefit, I think it should be limited to what he can reasonably cultivate, and enough pasture for a reasonable number of cattle of his own, but it has been a perplexing question for me, and I will be pleased to hear from you at as early a day as your convenience will permit.

Respectfully,

W. H. ROBB,
Special Agent in charge.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

SIR: I am in receipt of your letter of the 25th ultimo, wherein you state that you have had great difficulty in regulating the pasture question and the collection of the cattle tax, especially amongst the Peorias, Miamies, and Ottawas, much of whose

lands have been fenced by individual members of the tribes, and by whites who have intermarried amongst them, and who take in cattle and other stock to graze, and collect and use the money for their own benefit, thus depriving the greater number of the members of these tribes of any benefit from the cattle tax, and that you have made an order, to be in force this summer, that where such pastures exist they will be disregarded, and the tax collected for the benefit of all the members of the tribe on all stock not belonging to the Indians.

This order, it appears, is resisted by Moses Pooler, an Ottawa Indian, who, in connection with his son, Munford Pooler, has fenced some 1,500 or 1,600 acres of the tribal lands, and has taken in cattle to pasture, and converted the money collected therefrom to his own use, and it has been agreed that his case shall be submitted as a test case for the decision of this office. Others, it appears, have as high as 3,000 or 4,000 acres of the best of the lands inclosed.

The present Ottawa reservation, which was established by the omnibus treaty of February 23, 1867 (15 Stat., 519), contains 14,860 acres, of which the outboundaries only have been surveyed.

In the last annual report of the agent, their numbers are stated to be 125, but it is reported that some few are living off the reservation. The average quantity of land to which each person would be entitled appears to be in the neighborhood of 100 acres.

The views of this office upon the general subject will be found in office letter to you of the 24th instant, in reply to your letter of the 23d May last, in which the same question was presented in connection with the Peoria and Miami reserve. Those views may be considered as applicable to the Ottawas, and you will take similar action as regards them. Mr. Pooler is undoubtedly correct when he says that the Government encourages improvements by the Indians. That is so; but the Government does *not* encourage the Indian to appropriate that which does not rightfully belong to him simply because he happens to have got along better than his fellows. While such an one is entitled to credit for his industry and good example, he is not entitled to more than his proportionate share of the land, and the Department will see to it that the rights of others not so fortunate are protected, and that they are not deprived of the right to make locations, or of any benefits from pasturage or otherwise to which, as having a common interest in the lands, they are justly entitled.

In this connection I may remark that I am in receipt of a letter from Mr. Pooler upon this subject, in which he claims that his family consists of ten persons, and that his share of the lands would be over 1,000 acres, counting non-residents, while his share, counting actual residents, would give over 1,400 acres.

I do not find this statement supported by the rolls on file in this office, Mr. Pooler's family, including Munford Pooler, aggregating four persons only.

At the last session of Congress bills (S. 610, H. R. 2052) were introduced for allotments in severalty to the Peorias and the Miamies; also, a bill (H. R. 2055) for allotments to the Ottawas.

Congress adjourned, however, without taking action on either. The passage of measures of this kind would undoubtedly tend to relieve the present difficulty and place matters upon a proper basis.

In the mean time you will endeavor to carry out the views of this office as set forth in the letter to you with reference to the Peorias and Miamies before referred to, and notify Mr. Pooler thereof.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WM. H. ROBB, Esq.,
Special Agent, Quapaw Agency, Seneca, Mo.

POOLER POST-OFFICE, INDIAN TERRITORY,
July 19, 1884.

SIR: I am by birth a member of the tribe of Ottawa Indians of Blanchard Fort and Rock de Bouf, now residing in the Indian Territory upon a reservation purchased with our money from the Shawnee Indians. Under the last treaty we became citizens of the United States, although we now have a chief and council (see opinion of the Attorney-General). When the war broke out I enlisted as a private in the 1st Kansas Battery, and served through the war, and have an honorable discharge. I am now postmaster of this place. When we moved from Franklin County, Kansas, to our reservation here, we each located ourselves and opened our farms, and I and my son, Hanford Pooler, have under cultivation over 200 acres of land, together with all necessary improvements, and we own the necessary teams to cultivate the land. I have 50 head of cattle now, but very frequently have over a hundred head belonging to

myself and son, and bought with our own money. I know that I have what is properly considered the best farm on the reservation, and I have endeavored to make it and my work as a model for my Indian brothers to copy after.

I have been losing stock every year because I had no pasture to confine them, and they were driven off by cattlemen. I then concluded to fence a large pasture upon open ground laying adjoining north and west of my farm. Before I commenced work upon the pasture I asked privilege or permission of our chief, John W. Early, and he granted me the privilege of fencing as much as I wished.

Under this grant I purchased the wire with my own money that I procured by selling my own cattle, and with my own hands, aided by my son, I inclosed a pasture. I did not inclose within said pasture any other than grazing land. As the land I inclosed was rough and broken, not suitable for farming, I did not include in my pasture any land belonging or claimed by any other member of my tribe, nor did I cut off access to water for stock of any person. I provided large and suitable gates at the most convenient points for the free passage of every person that chose to pass through the pasture.

Our reservation is estimated to contain 14,000 acres of land, and the total number of our tribe is 135. Of this 135 but 100 are residents of the Reservation, the balance residing some in Canada, Kansas, and the Sac and Fox Reservation in the Indian Territory. If our reservation was equally divided between each member they would be entitled to about 100 acres each; and if it were to be divided between the actual residents of the reservation, each person would be entitled to about 140 acres.

The family of myself and son contains ten persons, and their actual share would be over 1,000 acres of land. An open share as among the actual residents would give us over 1,400 acres.

Our tribe leased to Crowell & Co. 5,000 acres of land for grazing purposes, at an annual rental to be paid to the tribe. Crowell & Co. are white men, and are not members of our tribe either by birth, marriage, or adoption.

On July 11, 1884, I was summoned before the council of our tribe and an effort made to compel me to pay the tribe rent on my pasture, erected by the proceeds of the labor of my own hands; and to this I object, and appeal now to you for an adjudication of my rights.

First. I claim as a member of my tribe that I am entitled to inclose the pasture with my own fence, and claim that as I have not exceeded my proportionate share of the reservation that it is unjust and unlawful to collect a rental of me on my own land.

I have been taught by the missionaries and the Indian agents to adopt the habits and customs of my good white neighbors, to keep faithfully all my contracts, to pay my debts, and be a good citizen, and have read the reports of the honorable Secretaries of the Interior and the honorable Commissioners of Indian Affairs, and by them I learned that they desire all Indians to become prosperous farmers. I have adopted the habits of the white people. I educate my children and teach them to be good citizens. I have by my example shown to my brothers of the tribe that an Indian can compete with the white man. I can say with pride that I have paid my honest debts and fulfilled my contracts, and believe that I have the respect of my brothers of my tribe, as well as those of the white men.

Why I should be so treated by my people is more than I can tell, but think that it arises from envy of my success; for I can say that I never wronged my people out of a cent, and when adversity overtook them I have always assisted them during the hard times, and am again ready to give them a helping hand. In making my appeal to you for justice to myself and my family, I pray that you may be guided in doing right to me.

Respectfully, yours,

MOSES POOLER,
Pooler, Indian Territory.

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

[Inclosure.]

Census list of the lands in cultivation and pasture.—Number of head of horses and cattle.

Name of family.	Acres in cultivation.	Acres in pasture.	Number of horses and cattle.
M. Pooler and Manford Pooler	200	1,280	44
H. Clay	20		2
Soboke	2		
Mrs. Wilson	40		10
L. S. Dagnett	50	40	65
L. Supenar	50		11
S. Donnally	20		2
A. Lee	21		32
S. Williams	40		
Joe King	80		
L. Supenar	40		4
E. Stratton	60		6
J. W. Early	10		
L. King	25		
A. Letus	25		
William Jones	25		2
Wesley Jones	18		
E. Condry	60		
Petah	5		
W. C. Jennison	25		
L. Gekey	25		
J. Wind	40		
Joe Wind	25		
Mission	40		
C. Hudson	60		
Jno. Hurr	35		
Crowell & Co		5,000	
	1,038	6,280	177

Number of acres, 14,000; pasture and cultivation, 7,318; vacant, 6,682 acres for the support of 177 head of cattle, horses, and 300 head of hogs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

SIR: Replying to your letter of the 19th ultimo relative to inclosing pasture lands on the Ottawa Reservation, I have to say that I have addressed a communication to Special Agent W. H. Robb, at the Quapaw Agency, giving the views of this office upon the general subject in connection with a similar state of things on the Peoria and Miami Reserve, and to whom you are referred for information.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Mr. MOSES POOLER,
Pooler, Indian Territory.

PEORIA AND MIAMI RESERVE,
Quapaw Agency, I. T.

DEAR SIR: You will please allow me to trouble you for a little information in regard to my rights here as a member of said tribes. My mother is a Western Miami and my father is a Peoria Indian, but is dead. I have just moved from Miami County, Kans., where I was born and raised, never living here before. I now want to locate a claim for me and my child; and as every bit of land is fenced up into big pastures, only those that has claims improved, and when I go into those pastures to locate a claim some one will say that claim belongs to such a person, and not one sign of improvements or stick on them to show that they ever were taken, and those persons will have two or three claims in different pastures and leave them to white men to get pay for pasture, and even in some cases I do not believe it has all been claimed by any Indian, but these men will say so to keep me from improving and interfering with their pasture.

Now, they have had the benefit of those lands heretofore as far as my rights went. I want to know if I have not got a right to go in those pastures and locate for me and my child, where there is no signs of a claim being located, or must I go to the trouble to go to every member of the two tribes, and ask them where they have their claim located, and wait till those leases' time has expired. Some of those pastures are leased for five years by the thieves. I could buy out some of those persons that has claims located, but for them to hold two or three claims to the head to speculate, I do not think it right; and besides I am not able to pay \$50 or \$100 to get them to give way to let me go and improve it, when I have just as good a right as they do; it is claimed by some few, all you have to do is to claim or locate, and it is yours, but by the majority they say you have to break round it or put a foundation on it to hold your claim. Now, I have 1,500 posts made, and 2,000 rails, but can't build, but would like to fence and break some land, if I can be assured to go in those pastures, and go to work, or have it do without being put out of those pastures. The two tribes hold their land together, something like 53,000 acres. Hoping you will give this due consideration,

I remain as ever, your obedient servant,

MRS. J. L. PALMER,
Baxter Springs, Cherokee County, Kansas.

Hon. H. PRICE,
Washington, D C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

MADAM: I have received your letter, dated the 5th instant, in which you claim to be a member of the Peoria and Miami tribes of Indians, and state your desire to locate a claim for yourself and child upon the Peoria and Miami Reserve, which you are prevented from doing by reason of large tracts of land upon the reserve being fenced in by individual members of the tribe for speculative purposes, to the exclusion of other members having a common interest therein.

In reply I have to say that this matter has been made the subject of an extended communication to Special Agent W. H. Robb, now in charge at the Quapaw Agency, and incidentally your case has been mentioned, with instructions to lay the matter before the chiefs of the tribe, and if it is found that you are legally entitled to a share of the lands, to assist you in making the desired location.

I would suggest that you apply to Mr. Robb for further information.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Mrs. J. L. PALMER,
Baxter Springs, Cherokee County, Kansas.

OCCIDENTAL HOTEL,
Baxter Springs, Kans., September 6, 1884.

SIR: Will you please inform me if the agent of the Quapaw Agency can compel me to pay tax on my cattle when I am a Peoria Indian, and hold my stock on Peoria unoccupied lands. You will do me a very great favor to answer at an early date, as the agent says I must pay or move out.

I remain, respectfully,

W. G. LABADIE.

Hon. H. PRICE,
Washington.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 17, 1884.

SIR: In reply to your letter of the 6th ultimo, asking to be informed as to your liability to pay grazing tax on cattle held by you on unoccupied lands of the Peoria Reserve, you are referred to Agent Ridpath, at the Quapaw Agency, who has been duly advised of the views of this office upon the subject, and who will give you all necessary information.

Very respectfully,

H. PRICE,
Commissioner.

Mr. W. G. LABADIE,
Peoria Reserve, care of Quapaw Agency, Seneca. Mo.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, September 18, 1884.

SIR: I respectfully ask if any modification of section 267 of instructions to Indian agents of October, 1880, has been authorized by you. The agency physician and others tell me that the reservation settlements are full of white people.

I can and will enforce the rule unless you authorize a modification.

Please advise me fully, and I will carry out your wishes as fully and promptly as possible.

Very respectfully,

W. M. RIDPATH,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 17, 1884.

SIR: I have received your letter of the 13th ultimo, asking if any modification of section 267 of instructions to Indian agents, of October, 1880, has been authorized by this office, the agency physician and others having told you that the reservation settlements are full of white people.

The section to which you refer relates—

1. To the non-competency of the Indians to lease their lands to white men for farming and grazing purposes. This regulation has undergone no change except in so far perhaps as it may be deemed to be somewhat modified by the ruling of the Department in the Fenlon case as given in Department letter of April 25, 1883, a copy of which is herewith furnished for your information, subject to the conditions therein mentioned. The Department holds that whilst the Indians in their tribal capacity have an implied right under section 2117, Rev. Statutes (Comp. Indian Laws, ed. 1883, p. 48), to grant temporary privileges on the unoccupied lands of their reservations, they have no right to lease such lands or create any incumbrance thereon, or in any manner give to parties rights the existence of which may be disputed after the land ceases to be a part of the reservation, and no such leases or agreements have or will receive authoritative approval of the Department.

2. An exception to the general rule has, however, been authorized, notably at the Quapaw Agency for some years past in the case of widows, minor children, orphans, sick, aged, crippled and infirm Indians whose wants and circumstances make it absolutely necessary that they should have white labor to carry on the work of cultivating and improving their farms. In such cases contracts are required to be entered into and executed in accordance with the provisions of section 2103, Revised Statutes. (See regulations for details.) This portion of the section has not been repealed or modified in any manner. It has been the custom of the agent to forward all such contracts to this office for approval during the early summer of each year, but with one exception (Jackson to Wallace, returned to you 13th ultimo), none have been received here for the current year, and as last year's contracts all expired by their own limitation on March 1, 1884, it follows that all persons claiming to hold under such contracts are on the reservations without authority and are liable to immediate removal by the agent.

You will make an immediate investigation of this matter, with a view to ascertaining what unauthorized persons are within the limits of your agency, and report to this office for further instructions. It seems somewhat singular that no contracts should have been forwarded for this year, but it may be due to the fact of the transfer of the late agent, and the result, so far as the immediate parties are concerned, of ignorance or oversight. I therefore delay the order for removal until further developments. You will transmit a complete list of all persons other than officers of the reserve and Indians who may be on the several reservations, with explanatory remarks, showing by what authority they claim to be thereon, in order that steps may be taken for the removal of all willful intruders.

Very respectfully,

H. PRICE,
Commissioner.

W. M. RIDPATH, Esq.,
*United States Indian Agent,
Quapaw Agency, Seneca, Mo.*

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, November 7, 1884.

SIR: In your letter to this office, L 100057, of date August 25, 1884, you say "you will notify the chiefs that all fences which inclose an excess of land in the hands of individual members of the tribe beyond 160 acres must at once be removed and the lands at once restored to their normal condition."

I will state that I believe it is to the interest of our Indians to allow them to fence their lands if the proper restrictions are observed.

It is a fact that the fencing of the lands prevents the spread of disease among the cattle of the reservation. Stock which has been kept in fenced pastures during the last season have been healthy, while cattle upon the range have died. If each head of family is allowed to fence 160 acres of land for each member of his or her family, then I would recommend that they be allowed to fence their lands in tracts not exceeding 640 acres, observing section lines, except in such exceptional cases as the agent may in his judgment make. I recommend also that the fences be built at least fifteen feet from the section lines, that sufficient roadways may be made for accommodation of travel.

Very respectfully, your obedient servant,

W. M. RIDPATH,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, November 17, 1884.

SIR: I have received your letter of the 7th instant wherein referring to so much of office letter to you of the 25th August last, upon the subject of fencing monopolies extant on the United Peoria and Miami Reservation, as directs you to notify the chiefs that all fences which inclose an excess of land in the hands of individual members of the tribe beyond 160 acres must at once be removed and the lands restored to their normal condition. You state that you believe it to be to the interest of the Indians to allow them to fence their lands under proper restrictions as a prevention of disease among the reservation cattle, which, when kept in fenced pastures is healthy, whilst stock left upon the range dies.

You recommend that if each head of a family is permitted to fence 160 acres of land for each member of his or her family, they be required to fence their lands in tracts not exceeding 640 acres, observing section lines, except in such cases as the agent may, in his judgment deem best to make any variation, and that the fences be built at least 15 feet from section lines in order that sufficient roadways may be made for the accommodation of travel.

Your recommendation has the approval of this office, and you will take measures to have the same carried into effect upon the basis stated. In doing so you will be careful to impress upon the Indians that this is only a temporary expedient to prevent the monopoly of the lands in the hands of a few individuals, and that the whole matter will be subject to such action as Congress may take whenever the question of allotment comes before it.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

Wm. M. RIDPATH, Esq.,
United States Indian Agent, Quapaw Agency,
Seneca, Newton County, Missouri.

QUAPAWS.

BAXTER SPRINGS, KANS., March 17, 1884.

DEAR SIR: Herewith I send you a lease that the Quapaw council made for the Government farm; the man to whom the lease is made is a white man and a good farmer. He had the land last year and gave to our people general satisfaction.

The agent refuses to ratify this lease, and without the consent of the Quapaws has leased the lands to several negroes that our people don't know and don't want, and

won't have; the agent has ordered our lessee off the land, and our people order off the negroes. We want your honor to approve our lease let us have the man we want on our farm and let us live in peace.

Yours, very respectfully,

L. J. FISH,
Attorney in Fact.

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

[Inclosure.]

Article of agreement made and entered into this fifth (5th) day of Feb., 1884, A. D., by and between the councilmen, chiefs, headmen, representing the tribe, and members of the Quapaw Nation residing in the Indian Territory, the councilmen, chiefs, headmen, party of the first part, and William Carr, party of the second part, witnesseth, that the parties of the first part, in consideration of one-third of the crop and one-third of the corn to be husked and cribbed, by the parties of the second part, we the chiefs have this day leased to the parties of the second part the right and the full and exclusive power to farm, to enter upon the land hereinafter described. That is to say, two hundred acres of land known as the Government farm, a part of the one hundred and fifty sections of land west of the State line of the State of Missouri, and between the lands of the Senecas and the Shawnees, as the same are mentioned and described in article second of the article of agreement between the United States and the Quapaw Indians, bearing date May 13, 1833. This lease is only given for one year from date.

When said article of agreement shall be null and void, it is also agreed and understood that the party of the second part can sublet such portions of said land hereinafter mentioned in said contract, only for the term of one year from date.

CHARLEY QUAPAW, *Chief*, his x mark.
ALPHONSO VALIER, *First Councilor*.
JAMES SILK, *Second Councilor*, his x mark.
BIG GEORGE, his x mark.

I hereby certify that the chiefs and head men whose names appear above acknowledge that they signed the above article of lease; that the same is their own free act and deed; that the lease so made is for the best interest of the Quapaw Indians, and they are satisfied with said lease and they ask the Commissioner of Indian Affairs, or Secretary of Interior, to approve of said lease; and I further certify that the agent for this agency refuses to ratify this contract of lease to the damage and injury of the Quapaws, as I am informed by the said Quapaws in council.

Witness my hand this 8th day of March, 1884.

W. R. WAGSTAFF,
Judge, Tenth Judicial District for the State of Kansas.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 15, 1884.

SIR: I inclose herewith a copy of a letter dated 17th ultimo, received in this office from L. J. Fish, claiming to be attorney in fact for the Quapaw Indians, transmitting a lease (copy also inclosed) dated February 5, 1884, purporting to be signed by Charly Quapaw, chief, Alphonso Valier, first councilor; James Silk, second councilor, and Big George, to William Carr, to 200 acres of land, known as the Government farm, for a term of one year, at a rental of one-third of the crop and one-third of the corn to be husked and cribbed, with power to sublet portions of said land.

Mr. Fish states that the agent refuses to ratify this lease, and that he has leased the land in question to several negroes against the wishes of the tribe.

A report is desired from the agency point of view.

Very respectfully,

H. PRICE,
Commissioner.

G. D. WILLIAMS, Esq.,
*Acting United States Indian Agent, Quapaw Agency,
Seneca, Newton County, Missouri.*

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Indian Territory, April 28, 1884.

SIR: I have the honor to acknowledge the receipt of office letter "L 6271," of the 15th instant, requesting a report in the matter of a lease of 200 acres of land known as the "Government farm," given by Charley Quapaw, Alphonso Valier, James Silk, and Big George, to one William Carr, on the 5th day of February last.

In reply thereto I would say that Jack Fish has been thoroughly and fully written up, not only by this office but by Col. George F. Towle when in command of United States troops stationed here, that I do not know that I can more fully explain his motives in connection with his adoption and business with the Quapaws.

Your office must be fully convinced that such a man can be of no benefit to the tribe, but on the contrary a great disadvantage. He is a demoralizer, and his only object is to get something without an equivalent. That such an irresponsible party should have such an influence with these misguided people is to be regretted. But it is not strange when you know that to accomplish his purpose with these Quapaws he will tell them any falsehood, no matter how absurd.

The history of the "Government farm," as it is called, is this: In 1876 the Department concluded to remove the Cheyenne and other captive Indians to this agency, and with this object in view sent Agent C. F. Larrabee to make an agreement with the Quapaws for some land for their occupancy. At that time he broke out and fenced at the expense of the Government about 300 acres of the tract agreed upon, and also erected a warehouse and made some other improvements. The Cheyennes were not sent, but in the course of about a year the Poncas and Nez Perces were brought here, and under the old agreement a part of them were placed upon this land. They remained for some time, during which the Government cultivated the 300 acres for their benefit. The year before the Poncas came the crop was given to needy Indians, but neither the Quapaws nor any other tribe had control of the farm. After the Poncas left the agency, the farm and all other improvements were turned over to Agent H. W. Jones. The farm being so far distant from the agency and the Government having no use for it, Agent Jones allowed citizens from the State of Kansas (it being but one and a half miles from the line) to cultivate it and give one-third of the crop to the Quapaw people. The Quapaws certainly had no claim on the farm, as the improvements were made at the expense of and by the Government, but as it is on their reservation, it was thought best to let them have the benefit. The agent, I am informed, did not give any personal attention to renting it, but allowed the Indians to do as they wished in making contracts and in collecting the rentals.

Upon the arrival of Special Agent James M. Haworth, he found that the Indians got literally nothing for their share, the renters taking nearly the entire crop.

When Agent Dyer took charge he determined to correct this wrong by taking the management into his own hands, and to personally know who worked the land, and that one-third of the crop was honestly harvested and delivered to the Indians.

Each year since he has laid off the farm into tracts of from 20 to 80 acres, and issued permits to farmers, both black and white, to cultivate the lands. This spring the same course was pursued, and there are now five each, negroes and whites, engaged at work thereon, with the understanding that at the close of the season one-third of all crops is to be delivered, under direction of the agent, to the Quapaw Indians.

At about the time the agent was arranging for tenants for this year he found that Mr. Carr, who had worked sixty acres last year and not the *whole* farm, as J. Fish states, had been dealing directly with the Indians, and had secured millet hay and other forage from them at about half value; he at once decided that Carr should have no part of the farm in the future; also that he should leave the reserve, which he ordered, and the order was obeyed. However, before Carr left, he, through the instrumentality of Frank Valier, induced the Quapaws to make the lease in question. Carr, thinking to give this lease additional force, secured the acknowledgment of it before Judge Wagstaff, *who came into the Indian Territory and on this farm wrote the acknowledgment*. It might be pertinent to ask by what right he did this? It can easily be inferred that the acknowledgment of this lease was but a small part of his business in the Territory. A judge is not likely to come from Paola, Kans., away down into the Territory to take such simple acknowledgments when the same can be accomplished at Columbus, a town near by, at an expense of one dollar, unless urged by some other important business, and that, too, of a nature closely allied to the Indians.

1st. The acknowledgment is not legal. 2d. If it were, it would be poor policy for the Department to allow these ignorant Indians to make such contracts without the advice and consent of their agent. 3d. If the Government allowed the Indians to manage this farm, the result would be simply a repetition of what Agent Haworth found—that is, no part of the crop for the Indian, *all* for the renter.

Fish states that the agent refused to ratify the lease. In this he is correct, and I am convinced that the Department would not have had him do otherwise.

Jack Fish's conduct does not astonish those that know him, and to make an ap-

pearance of friendship for these people he will do this and kindred pieces of work as their "attorney," for it is necessary for him to make some show of honesty of purpose; but to know that judges and other men would so far forget their manhood as to lend their aid in deceiving these darkened minds for the sole purpose of gain causes one to lose confidence in his fellow-man.

Very respectfully, your obedient servant,

G. D. WILLIAMS,
Acting Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs, May 8, 1884.

SIR: Referring the office letter of the 15th ultimo, and to your reply thereto of the 28th ultimo, touching the lease of the Government farm on the Quapaw reserve made by Charley Quapaw, Alphonso Vallier, and others, to William Carr, on the 5th of February last, I have to say that in view of the facts disclosed in your letter said lease will not be approved by this Department, and you are directed, in the event of Carr, or any one claiming in his behalf, to exercise any rights or privileges under said pretended lease, to at once remove him from the reservation. Care should be taken that the Indians get their due proportion of crops from the present tenants.

Very respectfully,

H. PRICE,
Commissioner.

G. D. WILLIAMS, Esq.,
Acting United States Indian Agent, Quapaw Agency, Ind. T.

710 ELEVENTH STREET, N. W.,
Washington, D. C., April 19, 1884.

SIR: Inviting attention to the attached letter, I respectfully ask to be furnished with your ruling in the matter of the leases mentioned therein, together with any other information on the subject which you can properly communicate.

I have the honor to be, very respectfully, your obedient servant,
CAMPBELL W. BUSHNELL.

Hon. SECRETARY OF THE INTERIOR, *Present.*

[Inclosure.]

BAXTER SPRINGS, KANS., *March 28, 1884.*

FRIEND BUSHNELL: You may think by this time that I was numbered with the past, but I am still above ground. I am married and have as fine a woman as any one needs to have. My brother-in-law and I are living in Cherokee County, Southeastern Kansas, and are engaged in the cattle business; we have two hundred and ninety head at present; we graze our cattle on the Indian Territory, on the Quapaw Reservation. The reservation has lately been leased by a banker named Crowell. Now he proposes to sub-lease to the stockmen along the line, and we are at a loss to understand whether his lease is legal or not, or whether the Secretary of the Interior will sign it or not.

Now, Bushnell, I wish you would confer a favor on me by sending me a copy or copies of the Indian report, Indian laws, or anything that will give me some information concerning the laws governing them and their lands, &c. As we have some dealings with them it will be of help to us to know what we are doing. I got your address of Peck. He has been taking *Com at the Sem* this winter. We correspond regular, but Bine has not written in two years.

Write and let me know how you are getting along and what business you are in, and I will give a better account of myself in my next.

Yours hastily, but truly,

F. N. MOORE.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 21, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 7, 1884.

WILLIAMS,
In charge Quapaw Agency, Seneca, Mo.:

Notify parties now building fences to stop immediately or military will remove them, and their fences torn down. Give Vallier, the interpreter, notice of this telegram. This order to remain in force until further orders.

H. PRICE.

INDIAN TERRITORY,
Via Baxter, Kans., May 6, 1884.

TO COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

Our Quapaw Reserve is being fenced Sundays and days and nights against our wishes. Must we protect ourselves, or will you protect us?

FRANK and ALFONZA VALLIER,
Interpreters for the tribe.

QUAPAW RESERVE, INDIAN TERRITORY,
May —, 1884.

SIR: Again to our sorrow we feel that to you alone can we go for any protection in our rights on this, our Quapaw Reserve. We are annoyed day by day with people from the State of Kansas, and from some of the small reservations, running around amongst our tribes urging our Quapaw members to permit their friends, who are general citizens of the United States, to be adopted into our tribe, and in a great many instances offering and gives our boys money for the same, very much to our annoyance. One man, John W. Early by name, who has been head chief of the Ottawas, by his dishonest dealings amongst his own people was impeached and put out of office before his time had been served; another man known as Captain Charley Tabodie, a member of the Peorias by adoption now, and captain of the police force, employed and paid by the Government of the United States, has been spending his time daily riding about with citizens of the United States and of pure white blood, urging and insisting on our Quapaws to adopt several of his friends, who are white men, and their families, and they are causing great trouble amongst our own members, a great many of whom do not know or understand what they are talking about, and by the use of a few cigars, &c., obtain promises from some of our people and young men, giving our tribe trouble beyond your imagination, to quiet our boys.

Before such people came amongst us we lived in peace, and could live in peace with each other in friendship again was it not for their annoyances. We, in behalf of our tribe, most humbly ask you what measures are best for us to adopt; we cannot stand all this trouble much longer, and pray to you for advice and protection from being annoyed by such men. These men, Early and Tabodie, by the assistance of white men now residing in Kansas and elsewhere, have not let us have any peace, urging our tribe to consent to give leases of our reserve to certain white men, and have been repeatedly refused, but a refusal does not satisfy them, and again to the cause amongst us after being forbidden to repeat such visits on any such business; we want to live orderly and be peaceable by bringing their people among us. Our people are very much disturbed and distressed at such proceedings, and pray that your honor adopt such measures as will protect our tribe in their homes and lands. There is but one way by which we can protect our people, but we prefer leaving the matter in your hands, hoping to hear from you at your earliest convenience, and very much oblige your obedient servants,

FRANK VALIER,
Interpreter for the tribe.

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

P. S. If it were possible, we would like to visit you in person, but have not the means for passes. Could we not get an appropriation of say \$500 to defray expenses to and from Washington. In that way we could more fully explain our true condition, and rest the case in your hands. Our tribe is not satisfied with the way in which Mr. Robb conducted the investigation. Only one man was allowed in the room at the same time, and as we had very short notice, some of our best men were not present. One other reason for being dissatisfied is that we thought we ought to have copies of

all statements made for our own benefit; and when we, the Quapaws, requested Mr. Robb to leave copies, he flatly refused, even if we furnished a man to do the work. All of this our people cannot understand, wherein there could be anything wrong in having copies; frequently our report and statements made on similar occasions were destroyed, if the truth was written down at all, and always to the detriment of our Quapaws. Our people want copies, and most respectfully request that we are furnished with the same as soon as possible, that we may know for ourselves that all the truth and no more has been written down.

Very respectfully, yours truly,

FRANK VALIER.

BAXTER SPRINGS, KANS., *March 28, 1884.*

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

SIR: I own a farm in Kansas, joining the Indian Territory, and live upon the same; have about 300 head of cattle which I graze on the Quapaw Reservation, and pay the Indian agent 10 cents per head per month, and occupy a range set off to me by the agent; have always complied with all their laws and customs. Now some parties have leased said reservation of the Indians (all the Indians have signed the lease but two). Can the leaser dispossess us of the range we now occupy, provided we continue to pay the 10 cents per head as heretofore?

Yours, most truly,

F. N. MOORE.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 1, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

BAXTER SPRINGS, CHEROKEE COUNTY, KANS.,
March 28, 1884.

DEAR SIR: I wish to ask you if the Quapaw Reservation, Indian Territory, has been leased for grazing purposes, or can it be? You will confer a favor by letting me know, as I have cattle on the range and am personally interested.

Very respectfully,

L. C. WILBUR.

SECRETARY OF THE INTERIOR,
Washington, D. C.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 1, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,
April 17, 1884.

SIR: The Quapaw tribe of Indians in the Indian Territory numbers 250, of whom about 55 only reside on the Quapaw Reservation, the remainder being principally located with the Osages. The Quapaw Reservation, containing an area of 56,685 acres, is held under treaties of May 13, 1833 (7 Stat., 424), and February 23, 1867 (15 Stat., 513), and is attached to the Quapaw Agency, now temporarily in charge of Mr. G. D. Williams, agency clerk, pending appointment of a successor to Agent D. B. Dyer, transferred to the Cheyenne and Arapahoe Agency, Indian Territory. The Quapaws have been semi-civilized for many years, but hitherto have made no material progress. The majority are reported to be indolent and beyond the cultivation of small truck patches manifest but little ability or disposition to work.

Within the past year one Leander Jackson Fish (commonly known as "Jack Fish"), of Indian blood, has established a claim to rights by adoption in the Quapaw tribe,

which rights have been confirmed by the Department, conditionally that he shall reside on the Quapaw Reservation and commit no offense justifying his removal therefrom. Agent Dyer's opinion of this man was not such as to inspire this office with too great an amount of confidence in him.

Within the past few days there has been presented to this office for approval a power of attorney and contract entered into with Fish by Charley Quapaw, John Medicine, Alphonso Valier, and James Silk, chiefs and councilmen of the tribe, appointing him (Fish) as their attorney in fact for a period of ten (10) years; (1) to manage all their business as a tribe and people; (2) to examine and adjust all accounts of the Quapaws with the United States and all others at Washington or elsewhere; (3) to settle all controversies present or prospective in relation to the use or occupancy of their present reservation, with power to protect the unoccupied portion thereof against all trespassers or intruders in respect of pasturage, timber, mineral, and other valuable materials and interests, and with full authority on said unoccupied reserve touching pasturage, &c., and to make all arrangements in regard to the best disposition of the same, lease, contract, or otherwise, as in his judgment may seem best; (4) to secure a patent to the tribe in common for its lands; (5) to employ counsel to assist him and pay such counsel for his services, with full power and authority in the premises, and power of substitution, &c. The fees and expenses of said Fish to be paid by the tribe, if it has the means to do so; if not, then he is empowered to secure by loan, or otherwise, upon the credit of the tribe, such sums of money for ordinary reasonable fees and expenses as may be deemed necessary. This power of attorney and contract is without date, but it appears by the judge's certificate to have been acknowledged March 8, 1884.

Fish appears to have lost no time in proceeding to put into execution the extraordinary powers vested in him by these Indians, for with said power of attorney there are also submitted for approval of this Department two leases executed by Fish in the names of his constituents, and as their attorney in fact, to one Nicholas McAlpine, whose address is not given, one being a lease of general mining privileges, *unlimited as to time, on the entire Quapaw Reservation of 150 sections of land, at a rental payable to said Indians, or their agent appointed in council, of 5 per cent. of the crude mineral products, or 5 per cent. of the net income derived from the gross mineral products of said lands, the other being a lease of exclusive grazing and herding privileges on all the unoccupied and unimproved lands of the Quapaw Reservation for a term of 20 years from April 1, 1884, at a yearly rental of \$4,000, payable quarterly to said Indians, or their agent appointed in council, with the right to make such inclosures and improvements as may be necessary for the care of the stock and shelter or protection of the herders employed.*

Filed with said power of attorney is also a petition addressed to the Secretary of the Interior from said Indians, praying for the issue of a patent for their lands in common; also a power of attorney dated March 8, 1884, executed by Fish, substituting Mr. Thomas J. Logan as his attorney, for a period of six months from April 1, 1884, with all the powers and authority originally vested in him (Fish) in the premises, limited and restricted, nevertheless, as in said substitute power of attorney mentioned.

Apart from the fact that the powers of attorney and contract referred to are not prepared and executed according to statutory requirements, and for that reason alone, independent of any other consideration, are not entitled to approval, this office does not recognize the necessity for the intervention of any attorney or attorneys on the Quapaws' behalf. Whatever claims they may have against the United States, whether of unsettled accounts, claim for a patent to their lands or otherwise, whatever grievance they may have by reason of trespass on their lands, or otherwise, can be adjusted by this Department upon a proper presentation of the facts through the Government agent, and without expense to the Indians. Considered upon its merits, therefore, also, the power of attorney and contract made with Fish will not be approved by this office.

In regard to the leases—

First, as to the mining lease. Irrespective of the question of the authority of the Quapaw Indians to act in the matter, which is not conceded, such leases are deemed to be against public policy as subversive of the peace and welfare of the Indians, and are expressly prohibited by Department order of February 7, 1872, which is still in force. Acting Agent Williams has been instructed that under no circumstances must prospecting for oil or minerals of any description by outside parties on the reservation be permitted, and that if any persons are so engaged, whether claiming under leases or otherwise, to notify them to at once cease operations and depart, under penalty of removal by the military.

Second, the lease for cattle-grazing purposes. Whilst the Department recognizes the right of the Indians to allow grazing privileges on their reservation under the provisions of Section 2117, Revised Statutes, it does not recognize their right to lease the lands, or create any incumbrance, or in any manner give to parties rights of a permanent nature thereon, and no agreements or leases of the character mentioned

will be recognized by the Department to the extent of approving the same. For your information and guidance I inclose herewith a copy of Department letter of April 25, 1883, to Mr. E. Fenlon, as indicating the views of the Department on the subject, from which you will perceive that grazing privileges can only be recognized when granted by the proper authority of the tribe and for the equal benefit of all. Your attention is also especially drawn to the conditions prescribed by the Department respecting the erection of improvements, observance of the intercourse laws, mode and manner of payment, forfeiture of privileges, and future action of Congress, in regard to which last-mentioned condition it may be remarked that the whole subject of leasing Indian lands for cattle-grazing purposes is now pending before the Senate Committee on Indian Affairs for investigation.

For the reasons above stated neither of these leases would, even if made by a recognized attorney of these Indians, receive the authoritative approval of the Department.

I have stated this much for your general information on the subject.

The facts disclosed upon the papers referred to as having been filed in this office at the instance of L. J. Fish, and the extent of power sought to be conferred upon him by the Indians in the management of their affairs, have excited a grave suspicion on the part of this office that matters are transpiring on the reservation to which they have unwittingly been made parties, and which will result to their ultimate prejudice, if not arrested. In saying this I do not make any reflection on the management of the agency, as there is nothing before me to warrant it, or to indicate that the agent has any knowledge of the facts disclosed.

It is for the purpose of ascertaining the true condition of affairs on the reservation as regards Fish's action, the cattle-grazing and other leases referred to, and the complaints of the Indians, that you have been specially detailed to make this investigation.

Upon your arrival, therefore, at the Quapaw Agency, you will take all necessary measures to familiarize yourself with the subjects specially referred to. You will ascertain by personal investigation what, if any, steps have been taken by the lessees under the pretended leases executed by Fish in the prosecution of their claims under such leases, whether of mining enterprises or cattle grazing, and the extent of such operations. You will, if necessary, hold a council or councils with the Quapaw Indians, and hear what they have to say in relation to their alleged claims against the Government, their grievances, &c. You will also ascertain from the tribe their views and wishes in regard to granting grazing privileges on their unoccupied lands, but without seeking to influence them one way or the other in the slightest degree. You will also endeavor to ascertain the extent and character of Fish's influence over the Indians, his probable motives and actions since he has been on the reservation, and how far he actually possesses the confidence of the tribe, and you will embody all the facts so ascertained by you in a report to this office, with such suggestions as you may deem pertinent. It is not, however, intended that you should in any manner interfere with the general management of the agency, or take any action which would of right properly appertain to the agent.

I will add that there have also been filed in this office two protests signed by Charley Quapaw, first chief, Alphonso Vallier, Paschal Fish, Frank Vallier, Big George, Richard Puck, John Hunneker, and some fifteen other Indians of the Quapaw tribe, against the approval of a lease alleged to have been obtained from certain of the tribe on the 20th March last, by the Cherokee Live Stock Association or H. R. Crowell, of Baxter Springs, on its behalf, of certain lands west of the Quapaw Mission, for grazing purposes for a term of two years at a rental of \$3,000 per annum, which lease, they allege, was procured through misapprehension and compulsion. This lease has not been presented to the Department, and, for the general reasons before stated, will not be authoritatively approved. You will investigate this matter also, and include all the facts and the action, if any, of the lessees had thereon, in your report.

Copies of the several treaties with the Quapaws hereinbefore referred to are herewith inclosed for reference if necessary.

Edward H. Black is the Government interpreter at the Quapaw Agency.

Very respectfully,

H. PRICE, *Commissioner.*

W. H. ROBB, Esq.,

Special United States Indian Agent, Quapaw Agency, Indian Territory.

DEPARTMENT OF THE INTERIOR,
Office Indian Affairs, April 18, 1884.

SIR: I telegraphed you on the 14th instant to notify all persons claiming to have leases for lands on the Quapaw Reserve that no leases had been approved here, and that all such persons were liable to be forcibly removed at any time.

This action was induced by the recent presentation to this office for approval by Mr. Thomas J. Logan, of two leases purporting to be made by Charley Quapaw, John Medicine, Alphonso Vallier, and James Silk, by *Leander Jackson Fish, their agent and attorney in fact*, to one Nicholas McAlpine (address not given), one being a lease of general mining privileges, *unlimited as to time, on the entire Quapaw Reservation*, at a rental payable to said Indians of 5 per cent. of the crude mineral products, or 5 per cent. of the net income derived from the gross mineral products of said lands—the other being a lease of exclusive grazing and herding privileges on all the unoccupied and unimproved lands of the Quapaw Reservation for a term of twenty years from the 1st day of April, 1884, at a yearly rental of \$4,000, payable to said Indians, with the right to make such inclosures and improvements as may be necessary for the care of the stock and shelter or protection of the herders employed.

There have also been filed in this office two protests signed by Charley Quapaw, first chief, Alphonso Vallier, Paschal Fish, Frank Vallier, Big George, Richard Buck, John Hunneker, and some fifteen other Indians of the Quapaw tribe, against the approval of a lease alleged to have been obtained from certain of the tribe on the 20th March last, by the Cherokee Live Stock Association or H. R. Crowell, of Baxter Springs, on its behalf, of certain lands west of the Quapaw mission, for grazing purposes, for a term of two years, at a rental of \$3,000 per annum, which lease they charge was procured through misrepresentation and compulsion.

Neither of these leases have been or will be approved by the Department, under existing regulations.

In regard to the mining leases. Irrespective of the question of the authority of the Quapaw Indians to act in the matter, which is not conceded, such leases are deemed to be against public policy as subversive of the peace and welfare of the Indians, and are expressly prohibited by Department order of February 7, 1872, which is still in force. (See office letter to Agent Kist, October 16, 1879, on agency files; also section 266, instructions to Indian agents, 1880.)

Under no circumstances will prospecting for oil or minerals of any description by outside parties be permitted on the reservations under your charge, and if any persons are so engaged, whether claiming under leases or otherwise, you will notify them to at once cease operations and leave the reservation, under penalty of being removed by the military, should your police force be inadequate to the purpose. You will advise this office of the existing condition of things in this respect and your action in the matter.

With reference to leases for cattle-grazing purposes, whilst the Department recognizes the right of the Indians to allow grazing privileges on their reservations under the provisions of section 2117, Revised Statutes, it does not recognize their right to lease the lands or create any incumbrance, or in any manner give to parties rights of a permanent nature thereon, and no agreements or leases of the character mentioned will be recognized by the Department to the extent of approving the same. For your information and guidance, I inclose herewith a copy of Department letter of the 25th April, 1883, to Mr. E. Fenlon, as indicating the views of the Department upon the subject, from which you will perceive that grazing privileges can only be recognized when granted by the *proper authority of the tribe, and for the equal benefit of all*. Your attention is also especially drawn to the conditions prescribed by the Department respecting the erection of improvements, observance of the intercourse laws, mode, and manner of payment, forfeiture of privileges, and future action of Congress, in regard to which last-mentioned condition it may be remarked that the whole subject of leasing unoccupied lands for cattle-grazing purposes is now pending before the Senate Committee on Indian Affairs for investigation.

In connection with these leases there has also been presented to this office for approval a power of attorney and contract entered into by the chiefs and councilmen first above mentioned with said Leander J. Fish, appointing him as their attorney in fact for a period of ten years, with unlimited authority during that period to manage all their affairs, adjust all accounts with the United States and all others at Washington or elsewhere, protect their interests in the unoccupied part of the reservation as regards pasturage, timber, and other valuable interests, to lease, contract or otherwise, as in his judgment may seem best, obtain a patent from the United States for their lands, &c., with power to raise money on the credit of the tribe by loan or otherwise for such fees and expenses as may be deemed necessary. Under this power of attorney, Fish has substituted Mr. Thomas J. Logan, as his attorney for a period of six months from April 1, 1884.

Apart from the fact that these powers of attorney and contracts are not prepared and executed according to statutory requirements, and for that reason alone, independent of any other consideration, are not entitled to approval in their present shape, this office does not recognize the necessity for the intervention of any attorney or attorneys on the Quapaws' behalf. Whatever claims they may have against the United States, whether of unsettled account, claim for patent to their lands, or otherwise—whatever grievances they may have by reason of trespass on their lands, or

otherwise—should and can be adjusted by this Department upon a proper presentation of the facts through the Government agent, and without expense to the Indians. Considered upon the merits, therefore, also, the power of attorney and contract with Fish will not be approved by this office.

The facts disclosed upon the papers filed in this office tending to show a condition of affairs upon the Quapaw Reservation in connection with the subjects mentioned, which is not altogether satisfactory to this office, a special agent (Mr. W. H. Robb) has been detailed to make an investigation thereof and is now on his way to your agency. You will please furnish him with all necessary information and assistance in the prosecution of his inquiries.

Very respectfully,

H. PRICE,
Commissioner.

C. D. WILLIAMS, Esq.,
*Acting United States Indian Agent, Quapaw Agency,
Seneca, Newton County, Missouri.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 23, 1884.

SIR: I have received by Department reference, the undermentioned papers filed by you on the 3d instant, viz:

1. Power of attorney and contract (without date) executed by Charley Quapaw, John Medicine, Alphonso Vallier, and James Silk, chiefs and councilmen, and Frank Vallier, interpreter of the Quapaw tribe of Indians in the Indian Territory, to Leander Jackson Fish, an adopted member of said tribe, appointing him, said Fish, their attorney in fact, irrevocable, for the term of ten years from date, (1) to manage all their tribal affairs; (2) examine and adjust all accounts of said Indians with the United States and all others, at Washington or elsewhere; (3) to settle all controversies present or prospective in relation to the use or occupancy of their present reservation, with power to protect the unoccupied portion thereof against all trespassers or intruders, in respect of pasturage, timber, minerals and other valuable materials and interests, and with full authority over said unoccupied reserve, touching pasturage, &c., and to make all arrangements in regard to the disposition of the same, lease, contract, or otherwise, as in his judgment may seem best; (4) to secure a patent to the tribe in common for its lands; (5) to employ counsel to assist in procuring such patent and in the removal of trespassers, and prevention of trespasses on their reservation, and to pay such counsel for his services; with full power and authority in the premises, power of substitution, &c., the fees and expenses of said Fish to be paid by the tribe, if it has the means to do so, if not, then he is empowered to secure by loan or otherwise upon the credit of the tribe, such sums of money for ordinary reasonable fees and expenses as may be deemed necessary.

2. An agreement dated March —, 1884, executed in the names of said chiefs and councilmen by said L. J. Fish, as their agent and attorney in fact, with Nicholas McAlpine, granting to him exclusive and general mining privileges without limit as to time, with the right to erect buildings, machinery, &c., on 150 sections of land west of the State line of the State of Missouri, and between the lands of the Senecas and Shawnees, as described in article second, of the treaty between the United States and the Quapaws of May 13, 1833, at a royalty, payable to said Indians or their agent appointed in council, of 5 per cent. of the crude mineral products, or 5 per cent. of the net income derived from the gross mineral products of said lands.

3. An agreement dated March —, 1884, executed in the names of said chiefs and councilmen by said L. J. Fish, as their agent and attorney in fact, with said Nicholas McAlpine, granting him exclusive and herding privileges on all the unoccupied and unimproved lands of the Quapaw Reservation for a term of twenty years from April 1, 1884, at a yearly rental of \$4,000, payable quarterly to said Indians or their agent appointed in council; with the right to make such inclosures and improvements on said reservation as may be necessary for care of the stock and shelter or protection of the herders employed; also the right to cut, make, and carry away hay on the premises thereby demised.

4. A petition of certain members of the Quapaw tribe, praying for the issue of a patent to the tribe in common for the lands mentioned in the treaty of May 13, 1833, and for protection against interruption or disturbance from any other tribe or persons whatsoever.

5. Power of attorney, dated March 8, 1884, executed by said L. J. Fish, substituting Thomas J. Logan as his attorney for a period of six months from April 1, 1884, with all the powers and authorities originally vested in him (Fish) in the premises, limited and restricted, nevertheless, as in said substitute power of attorney mentioned.

Aside from the fact that the powers of attorney and contract referred to are not prepared and executed in conformity with statutory requirements, and for that reason alone, independent of any other consideration, are not entitled to approval in their present shape, this office does not recognize the necessity for the intervention of any attorney on the Quapaws' behalf.

Whatever claims the Quapaw tribe of Indians may have under treaty stipulations with the United States, whether of unsettled account, claim for a patent to their lands, or otherwise; whatever grievances they may have by reason of trespass on their lands, or otherwise, should and can be satisfactorily adjusted by this Department upon a proper presentation of the facts through the Government agent for the Quapaws, and without expense to them. For these reasons I decline to approve the powers of attorney which have been submitted.

In regard to the agreements purporting to have been entered into with McAlpine, I will state generally, (1) that mining operations upon Indian reservations by United States citizens are deemed to be against public policy as subversive of the peace and welfare of the Indian tribes, and are expressly prohibited by Department order of February 7, 1872, which is still in force. (2) That whilst the Department recognizes the right of the Indians, when exercised by the proper authorities of the tribe, to allow grazing privileges on their reservations under the provisions of section 2117, Revised Statutes, it does not recognize their right to lease the lands, or create any incumbrance, or in any manner give to parties rights of a permanent nature thereon, and no agreements or leases of the character mentioned will be recognized by the Department to the extent of approving the same. I will add that the entire subject of leasing unoccupied Indian lands for cattle-grazing purposes is now before the Senate Committee on Indian Affairs for consideration.

The papers filed by you and hereinbefore enumerated are herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

THOMAS J. LOGAN, Esq.,
Washington, D. C.

WASHINGTON, D. C., April 5, 1884.

DEAR SIR: I have just received information from the Quapaw tribe of Indians by a messenger sent here by them for that purpose, that a lease of a portion of the Quapaw Reserve has been obtained by a gross and villainous fraud practiced upon them by parties acting for and being interested in what is known as the "Cherokee Live Stock Company," represented by one H. R. Crowell, of Baxter Springs, Kans. The fraud has just lately been discovered by the Indians, and they have taken the present action to prevent the approval of that lease or any other paper that may have been presented to your honor for approval, or that may be presented hereafter by that company, or by any one for that company or for H. R. Crowell.

I have the honor herewith to inclose the protest of said tribe.

Very respectfully,

THOS. J. LOGAN,
Attorney in fact for said tribe by substitution.

HON. SECRETARY OF THE INTERIOR.

[Inclosure.]

SIR: The undersigned members of the Quapaw tribe of Indians, residing on the Quapaw lands granted to the Quapaw Indians under the second article of a treaty between the United States and Quapaw Indians, bearing date May 13, 1883, most respectfully represent that they are of late much disturbed and annoyed by unauthorized persons entering and coming upon their lands and disturbing their possessions and exciting fear and terror in many members of the Quapaw tribe of Indians; and your petitioners further represent that the persons so unlawfully entering upon said Quapaw Reserve have made threats to shoot and kill certain members of said tribe of Indians, if they, the said Indians, should in any way interfere with the possessions so unlawfully obtained and without the consent or knowledge of said Quapaw In-

dians. The undersigned further represent that, on or about the 20th day of March, 1884, notice was given to a few members of said Quapaw Indians to meet at the Quapaw Mission on the Quapaw Reserve. That the notice was given by designing men under the employ of a stock company for the purpose of obtaining a grass lease from said Quapaw Indians. That the notice was not general, but purposely kept from any of the interpreters and other members of the said Quapaw Indians having an equal individual interest in and to the Quapaw Reserve referred to. That said lease was in favor of the Cherokee Live Stock Association, of Baxter Springs, and State of Kansas, or H. R. Crowell; that the lease was not read or explained to the said Quapaw Indians, and that the names of said Indians were placed on the lease without any knowledge or consent of said Indians, said lease being for the period of two years including all lands west of the Quapaw Mission on the Quapaw Reserve; the consideration mentioned in such lease being the sum of \$3,000 per annum, payable quarterly in advance; and that when money was handed to said Indians they were told that it was a payment and belonged to said Indians, and that said Quapaw Indians did not have any knowledge of the contents or nature of the document until after receiving the money. That said Quapaw Indians did not take the money with any understanding that it was paid for the purpose of taking a lease. The undersigned further represent that they are ready and willing to return all money thus received of said H. R. Crowell, and most earnestly and solemnly protest against the approval of the honorable Secretary of the Interior to such lease. That the undersigned further represent that under the second article of said treaty they are the owners of said land and are entitled to a patent for the same under provisions of said treaty, and they most respectfully and earnestly request the United States to convey said lands by patent in common as provided in said treaty. The same to be delivered to Leander Jackson Fish, who is a member of our tribe and attorney in fact for said tribe of Quapaw Indians. The undersigned most respectfully ask the protection of the United States against any further annoyance or interruptions by said live stock company or H. R. Crowell.

In witness whereof we have hereunto set our hands and seals this the 31st day of March, A. D. 1884.

CHARLEY (his x mark) QUAPAW,
First Chief.

ALPHONSO VALLIER.
PASCHAL FISH.
FRANK VALIER.
BIG (his x mark) GEORGE.
JIMMIE YOUNG.
FRANK BUCK.
GREEN (his x mark) BACK.

LEANDER JACKSON FISH,
Attorney in Fact.

Witness—

WM. G. ACKMAN.

The Hon. SECRETARY OF THE INTERIOR.

The Hon. SECRETARY OF THE INTERIOR:

The undersigned members of the Quapaw tribe of Indians residing on the Quapaw land granted to the Quapaw Indians under the second article of a treaty between the United States and the Quapaw Indians, bearing date May 13, 1883, most respectfully represent that they are of late much annoyed by unauthorized persons entering upon their lands without the consent of said Quapaw Indians or their agent in fact. And on or about the 19th day of March, 1884, H. R. Crowell, of Baxter Springs, and State of Kansas, obtained a lease for two years, including all land west of the Quapaw Mission on the Quapaw Reserve in the Indian Territory. And further, that said lease was not read or explained to said Quapaw Indians, and that said Quapaw Indians did not understand that they, the said Indians, had signed a perpetual lease at the option of said H. R. Crowell, as the annexed copy of lease would indicate; that they were led to believe that the money at that time paid to said Indians was a payment, and should be so accepted when they, the said Quapaw Indians, were ordered to go in and receive said money. The consideration of which lease will appear in copy herewith attached. The undersigned further represent that at the time of signing said lease they were forced or compelled to sign lease by designing men not members of said Quapaw Indians, and especially employed by H. R. Crowell for the purpose of obtaining said lease from said tribe of Indians. The undersigned further state that they are ready and willing to

return all money thus received from H. R. Crowell, and most solemnly protest against the approval of the honorable the Secretary of the Interior to such lease. And most respectfully request the protection of the United States against any further trouble and annoyance or interruption by said H. R. Crowell.

In witness whereof we have hereunto set our hands and seals this 3d day of April, A. D. 1884.

Attest: RICHARD BUCK.
Attest: WM. G. ACKMAN.

Attest: FRANK VALIER.
Attest: FRANK VALIER.

Attest: WM. G. ACKMAN.
Attest: WM. G. ACKMAN.
Attest: RICHARD BUCK.
Attest: RICHARD BUCK.
ALPHONSO VALIER.

RICHARD BUCK.
JOHN (his x mark) HUNKER.
WIDOW (her x mark) CEDAR.
NANCY VALIER.
TOM CRAWFISH.
HARY (his x mark) CRAWFISH.
WIDOW (her x mark) CRAWFISH.
SUSIE (her x mark) CRAWFISH.
SARAH (her x mark) CRAWFISH.
WIDOW (her x mark) DAYLIGHT.
MARY L. (her x mark) GREENBACK.
JAMES (his x mark) SILK.
JOSEPH (his x mark) WHITEHEAD.
JOHN (his x mark) QUAPAW.

QUAPAW RESERVATION, INDIAN TERRITORY,
April 7, 1884.

DEAR SIR: Very much do I regret to be compelled to write you on this occasion. For a long time our Quapaw friends has been led to believe that we had a perfect right in and to a certain tract of land known as the Quapaw Reserve in the Indian Territory; lately we have been caused a great deal of uneasiness on account of strange people forcing themselves upon our reserve, the protests of the Quapaws notwithstanding. When we, the tribe, refuse to be influenced by our agent to lease our reserve for grazing and other purposes, we have been sworn at and called cursed lazy Indians. We are Indians, it is true, and some of our tribe are not much advanced in civilization, all of which could be easily accounted for, you to see the way in which our reserve has been conducted. But although we are of Indian blood, I am only too proud to be able to say to you, the honorable Commissioner of Indian Affairs, that were we allowed to have full and peaceable possession of our land, and handle it as we deem best for our advancement, that we would each and every one of our tribe be comfortably living in decent buildings, and our children well fed, clothed, and educated, instead of being reduced to almost pauperism and nakedness. Very few of our tribe have houses fit for a hog to live in, were the hog to be the property of the ordinary white man. We have timber in abundance and plenty of willing hands to take hold and erect good substantial buildings, if we were to be allowed to do so, and had any assurance of even allowing a patent for our land, and not be kept in constant fear of losing our reserve any day. Our reserve is, I assure you, of good quality of soil, and if we are not all physically able to cultivate all our proportionate share we could hire help, as white people do, and be self-sustaining instead of being a burden to our Government. Thousands of dollars could we realize every year for the grass alone, say nothing of the vast amount of money that a great many, if not all, of our tribe could make, if we were allowed to engage in raising cattle, hogs, sheep, as white citizens do. Our school-house located entirely beyond the reach of our children to attend and board at home, thereby causing the tribe in general double the amount of money it would cost us, if we were allowed the management of the school for ourselves. This extraordinary expense is taken, of course, out of our tribe funds, and large part of it goes to support and educate white children. We do not object to white children attending our school, if we, the tribe, receive the proceeds for the same; but we do object to being imposed upon any longer, as we have for years; a great many of our older people cannot write their own name, but indeed, Mr. Price, these people are not to blame. It is the wishes of our tribe to be educated as white people do their children, and have them fitted to understand business and take care of themselves. We have enough timber wasting and decaying every day to furnish us with all the building material we could saw, but as the saw-mill is located several miles from our timber, we do not receive any benefit from the same. From the annual report of the local Indian agent you will readily see that we have not been regarded as having much, if any, rights on this reserve. The sale of our reserve has been recommended by our agent, Mr. Dyer, and in his reports he has stated it was the wishes and will of the tribe to have our reserve sold and annexed to the State of Kansas, all of which we assure you is false. We do not want to sell our land; we want a patent in common for our land. Then, and not till then, can we feel safe to

make any permanent or valuable improvements. We, the tribe of Quapaw Indians, would pray give this subject due consideration and give us even a few moments of your valuable time, and, if you deem this a subject of an investigation, we would most respectfully request that we be notified in time to gather our people together and let each one speak for himself or herself. Of late it has been the practice of inspectors to go to the agency and, spending several days strictly in companionship of our agent, and taking a few pleasant rides over our country, without giving any notice of his presence in the country, he returns to the city of Washington without ever hearing a single word direct from the mouth of any member of our tribe on our reserve. Though we have been shamefully treated for several years past, we feel that it is not wishes or intentions of the Department to deal wrong or unfairly with us. We have repeatedly applied to you through our local agent, Mr. Dyer, but that was the last we ever heard of it; but now we see plainly that to your generosity alone we must go for protection, and trust that you will give us an opportunity to show you and all our white friends in Washington that we can be self-sustaining if we are only given half a chance. Our attorney in fact, Leander Jackson Fish, who is a member of our tribe, will deliver this letter to you, and who can more fully explain our general condition.

Hoping you will pardon us for taking so much of your valuable time and that we will hear from you soon, we are yours, most respectfully,

ALPHONSO VALLIER,
FRANK VALLIER,
Interpreters.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Indian Territory, April 22, 1884.

SIR: In answer to that portion of office letter "L" 6415, April 18, 1884, relative to prospecting for oil or minerals on any reservation under this agency, and directing me to notify any such persons to at once cease operations and leave the reservation, I have the honor to state that no mining or prospecting has ever been attempted for oil or mineral of any description whatever on any reserve under this agency within four years past.

The remaining subjects of the letter regarding leases of the Quapaw lands, powers of attorney, &c., are now undergoing investigation at the hands of Special Agent W. H. Robb, together with all assistance and information that can be furnished him by this office.

Very respectfully, your obedient servant,

G. D. WILLIAMS,
Acting Indian Agent.

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

QUAPAW AGENCY, 4, 26, '84.

SIR: After leaving Washington on the 16th instant, I arrived here on the 19th, since which time I have been working here under instructions, but am not yet done.
Respectfully,

W. H. ROBB,
Special Agent.

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

UNITED STATES INDIAN SERVICE,
Quapaw Agency, Indian Territory, June 17, 1884.

SIR: Mr. H. R. Crowell, of Baxter Springs, Kansas, lessee of one-half of the Quapaw Reserve, requests this office to ascertain whether his lease will be allowed to stand. The terms of said lease are \$3,000 per annum, payable quarterly in advance, one payment having been made; the second is due July 1st, and prior to making it he desires to know if he will be allowed to occupy the land for grazing purposes during the next three months.

Very respectfully, &c.,

G. D. WILLIAMS,
Clerk in Charge.

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

To the Commissioner of Indian Affairs :

SIR: Following instructions, bearing date April 17, 1884, in which I am directed to inquire into the facts concerning certain leases of lands on the Quapaw Reservation and hear and learn of complaints of the Quapaw Indians, and to report to you my findings and recommendations, I beg leave to submit the following :

That on the 19th day of April I arrived at the agency and immediately entered upon the work. On the 24th day of April I called upon the chief men of the tribe to meet me at the Quapaw mission, at which time and place I examined them separately touching the several matters to be inquired into, and reduced the substance of their statements to writing, and the same is herewith reported and referred to, marked "Statements of Indians made at the Quapaw mission."

At this meeting I used Alphonso Vallier as interpreter.

After I was done with this examination I consulted the Indians as to their desire for a further conference, and they expressed a desire to hold an open council on the 29th day of April on the premises of Frank Vallier, and that I should be present, and not being able to get an earlier meeting I consented.

Under this arrangement I met with them and informed them of the things I desired to know about. At this meeting Alphonso and Frank Vallier both acted as interpreters, both members of the tribe. Most of the men expressed themselves, and the substance of their statements I reduced to writing, and the same is herewith reported, marked "Statement of Indians in open council."

I have made general inquiry concerning the character and conduct of L. J. Fish, and the probable motives in joining the Quapaws, &c.

I have made personal inspection of the reserve as to occupancy under all leases, &c., and have taken the statement of J. C. Naylor and H. R. Crowell, which are also reported herewith.

After carefully reviewing all the statements, and from personal observation and all sources of information I could use, I submit as findings of facts the following :

Relating to the McAlpin-Fish leases.

I find there is no occupancy under them, and there is no present attempt to occupy.

Relating to the Crowell lease.

I find that some time in March, 1884, H. R. Crowell was instrumental in calling a council of the Quapaws at the Mission House on the Quapaw Mission, with the intention of procuring a lease of land for grazing purposes. That Mr. Crowell there met the Indians in council and the subject was talked among the Indians. Mr. Finnerty, who is connected with the school, was present, and John Early, one of the Ottawa tribe, was there and working in the interest of Crowell. A. A. Whiting, formerly connected with the Mission, was also present and favored leasing, although he does not seem to have been very active. John Medicine, Second Chief Jack Fish and Frank Vallier were not present. After the lease was interpreted to the Indians, Alphonso Vallier, acting as interpreter, the Indians present unanimously consented, but some gave only reluctant consent.

Crowell was present and ready to pay \$750 as first payment on the lease, and I have no doubt the presence of the money had an influence upon the Indians in procuring their consent.

The primary object of the lease was to make money, but the compensation was a fair and reasonable one, and was intended for the benefit of all the tribe except Jack Fish. Crowell wanted to treat fairly with the Indians and pay reasonably for any privileges, but wanted a basis upon which to make investments in cattle and be safe, and pursuing this object I think he used his superior knowledge to induce the Indians to sign the lease.

This lease embraces all the reservation lying west of a line parallel with the west line of the Mission farm, and is now inclosed with wire fence and occupied by the Cherokee Live Stock Company, the members of which are H. R. Crowell, Robert Milne, J. C. Perkins, and B. L. Naylor, of Baxter Springs; J. M. Preston and Charles W. Daniels, of Chicago.

Relating to the Naylor lease.

I find that one J. C. Naylor who has been interested with the Cherokee Live Stock Company, wanted a lease on the reserve for grazing purposes, and applied to Frank Vallier for aid in getting it, but failed to interest him.

Afterwards he applied to John Honka (or Hunneker) one other of the tribe, and from him obtained a lease, a copy of which is attached to the statement of J. C. Naylor. This lease was not understood by Honka, and was not intended for the benefit of the tribe. Under this lease Naylor inclosed about 600 acres of land on Tar Creek,

west of the Quapaw Mission farm, and joined the fence to that belonging to the premises of Jack Fish, and the Fish premises were used in connection with the Honka lease. The facts concerning this lease were not known to the Indians generally. Sixty dollars rent were paid to Honka and he used it himself. (See statement of John Honka in open council, page 44.)

The Crowell fence now surrounds this lease or tract. Several lots are fenced and used in connection with this, and they have erected a temporary barn or stable for the shelter of horses, near the house of Jack Fish, and the cultivated land and house claimed by Jack Fish is now used by said Naylor and said live stock company.

Soon after Jack Fish was put out of his possessions this man Naylor, by tacit consent, at least, of Jack Fish went into possession of the Fish premises, and used them; he paid Jack a little money for such use, up till last year, when he claims to have purchased the whole improvements from Jack's wife and her father. She and Jack were not then living as man and wife, and have not done so since.

Since this pretended purchase Naylor has not recognized any claim Jack has, and has ordered him to keep away.

This embraces all the facts concerning the leases that I have been able to gather.

Relating to the said Jack Fish.

I find that his reputation for truth is bad, and his reputation for business integrity is equally bad, and that the prevailing opinion is that his motive for joining the Quapaws was a sinister one. I find he has never resided on the reservation since his adoption, although the Chief Charley and others here requested him to do so. I find that he induced the Quapaws to adopt him under promises that he could and would attend to all their business. I find that his presence and influence with them has not resulted in any good to the tribe, his conduct and example have not been worthy of a following; he does not labor, does not keep his promises, occasionally uses intoxicating liquor; he shows no habits of industry and thrift.

In regard to his influence over the tribe and their confidence in him, I find neither exists with any permanency. He obtained the power of attorney referred to by telling the Indians they had a large amount of money due them from the Government, but were about to lose it, and it was necessary to give him this power and he could save it for them, but only a few days had passed till they revoked the power, so unsteady was their confidence in him. He was probably used by other designing men who seek through him to make money out of the Quapaws. He aspires to leadership and control of the tribe. He has but little learning and has not the intellectual ability to plan or execute schemes of plunder, but has the cupidity, and undoubtedly could be used by designing men. He has some excuse for not living with the tribe for the last year; he had an improvement on the reserve but was unable to get possession of it.

Relating to the confidence the Indians place in Jack Fish, I find their action toward him can be accounted for more through a hope that something good might come to them through such action than through any confidence they had either in his integrity or ability.

This tribe of Indians are very much discouraged and demoralized. For some reason they have for years had no confidence in the good intentions of the agents, and have doubted the friendliness of the Secretary and Commissioner. They complain that they could get no response from the Commissioner when they would appeal to him, and they suspicion that their letters never reached him.

Some years ago the citizens about Baxter and Seneca had a rumor that this reservation was about to be opened for settlement, and they went night and day pouring into the reserve until within twenty-four hours there was a claim made on every quarter section in the reserve, or substantially so. This greatly alarmed the Indians, and notwithstanding these squatters were summarily removed by the military it has greatly unsettled the Indians. The Indians are told that there is an organization of white men at Baxter Springs who have a plot of the whole reserve and each quarter section assigned to some individual, and are constantly watching the first opportunity to seize upon the lands, and this is true, I am told. They are impressed with the idea that the Government is withholding the patent for their lands, and by some means they have gained the impression that if they had the patent that Congress could not take the title away from them. With this feeling of unrest and doubt, and in their ignorance, they have naturally sought counsel from outside parties, and this is the source of much of their trouble. Numerous parties have only been too glad to council with them, and try to obtain their confidence and through this some advantage. I learn they do not work and try to accumulate as much as they once did, and the most intelligent reason assigned is that they do not know that they will be allowed to keep what they have, or may have.

Another result of this outside counsel is the building up of factions among them and then strife for supremacy, so that what one council may do to-day almost the same council to-morrow may 'be just the reverse; for this reason it is difficult to discover just what policy they want to pursue in relation to

The general subject of leasing.

I conclude, however, that the feeling would rather favor leasing for grazing purposes if they could be assured that the lessees had no designs further. Just now there is a warm discussion among them relating to this Crowell lease. It seemed pretty satisfactory to them until some one or more persons, Jack Fish among the rest, got out the impression that this stock company was intending to extend the railroad through the reserve, lay out a town, build cattle-yards, &c., and that they would never get possession of their land again, but this excitement is dying out. You will see they are unanimous in the opinion that the Government farm should be controlled by the Indians.

Recommendations.

In view of all the foregoing I venture to make the following suggestions relating to

L. J. FISH.

In view of the fact that he has been kept out of his improvements unjustly, as I think, I would allow him to take possession of them at once, crop and all, without reference to any lease or purchase by Naylor or the stock company or anybody else, with right of ingress or egress over the lease of the said company, and that he have the right to pasture *his own* stock within the limits of said lease, &c., but with the distinct and emphatic understanding that he will *work*, and remain and reside upon the reservation, and not be guilty of any immoral conduct, and upon failure of any of these conditions that he shall forfeit his adoption, and remove from the reservation.

NAYLOR LEASE.

As this is now embraced in the Crowell lease, and the Cherokee Live Stock Association is controlling all of it, I would require said Naylor, or the said company, to at once put L. J. Fish in possession of his premises, with the privileges I have already indicated, and pay the said Fish \$50 damage for wrongful detention of the premises during the summer of 1883, and I would not permit them to make any contract with said Fish that was not approved by the agent. In case Fish is not permitted to remain on the reservation I would require the said Naylor, or said stock company, to pay said Fish \$200, and own the house belonging to Fish.

CROWELL LEASE.

In view of the fact that this contract was generally agreed to, and that the price paid is full, if the conditions as to the Fish property are complied with, and the lessees properly conduct themselves, I would not remove the posters at present. There has been \$750 paid in good faith, I believe, and I believe the \$3,000 per annum is largely in excess of what they have been receiving for grazing on *all* the reservations, and the prevailing feeling among the tribe is that the lease should stand for two years, but I would require the payment to be made through the agent.

In conclusion I would suggest that the confidence of this tribe should be restored, if possible, and that the agent urge them to *work*. I told them you were very kind to them, and wanted them to have happy homes for them and their children, but it grieved you to hear they did not work good and would sometimes get drunk.

All of which is respectfully submitted.

W. H. ROBB,
Special Agent.

MAY 3, 1884.

I think it would be well to make it plain to the Indians how they have only 56,685 acres of land now, and how the balance was disposed of, and how the money was accounted for.

STATEMENTS OF QUAPAW INDIANS MADE TO SPECIAL AGENT ROBB AT THE QUAPAW MISSION, APRIL 24, 1884.

Statements of Charley Quapaw, first chief, relating to the Crowell lease.

We have been so much bothered about leasing that we got all confused and did not know what to do. We met here at the Mission. The interpreter read the lease to the Indians and told them it was not good, not closed; but the man came up and paid about \$750, and of course the boys were hard up, and took the money and signed the lease. After they found out the tribe wanted to be honest with the man, but he was not at all, but was trying to beat the Quapaws out of their lands, I protested and expected that lease to be done away.

After the lease was made I heard it was an everlasting lease, and I and the tribe understood it was only for two years.

Jack Fish never lived with us on the reservation. We did give him power of attorney. We heard there was a good deal of money back the Government owed us. We hear Jack has hired Logan to help him, and we have no money to pay for this kind of business. Jack made us believe there was a good deal of money back, and then we gave him the power of attorney.

We have no money to pay out for that kind of business, and we have had no satisfaction about the back money. Jack called a council, and told the tribe he wanted to go to Washington and stop this Crowell lease; but we had no money to pay him, but we are told he went anyway.

When he got ready to go he told Alphonso Vallier and me that we must be ready, for he would get a free pass and have us come to Washington and explain to the Commissioner. We have tried to get Jack to live with us, but he never would; he wanted to live in town. My understanding was that Jack was to do our business for his adoption, and did not think he could charge us.

I did not know anything about the leases to McAlpin. Jack tried to make lease for mining through some men at Kansas City, and I told him if he did not stop talking to the boys that way I would have his papers thrown up. This was last summer.

We have small land and we know we got title, but it looks like the white men are more than willing to get hold of it. It looks like they work day and night to get it, and always crowding us.

Frank Vallier.

CROWELL LEASE.

I was not present when the Crowell lease was signed; there were three or four others who were not there, and never signed the lease, and no one had a right to sign it for them. The second chief was one of them. Afterwards I went and got the lease, and I asked the Quapaws if they knew what they were doing, and they said the lease was for two years as they understood, and was not perpetual. I asked them if they knew how to break it. I told them I could tell them. I drew up a protest, and we got more names to the protest than they had to the lease.

Crowell paid \$750. I and Jack were left out; all the others got. Crowell is fencing. Jack never told me about the McAlpin leases; that is a new wrinkle on my home. I want the Crowell leases annulled and Crowell removed.

GOVERNMENT FARM.

I think the Quapaws ought to lease the farm and collect the rents; the niggers are not doing good.

JACK FISH.

I understood there was annual appropriations for school and blacksmithing, and if Jack had the power of attorney he could look up all that business; we have to go 16 miles for blacksmithing.

Statement of Paschal Fish, made at Quapaw Mission, Apr. 24, 1884.

CROWELL LEASE.

We met at the mission. I did not understand what was going on. I knew it was something about a lease, but I thought we could not lease. I thought it was not legal. I got some of the money, \$15.50. They did not read the lease. I think Crowell did not make it plain to us, but I think he ought to have his money back. I think John Early did not do right. I think he worked for Crowell, and not for the Quapaws.

JACK FISH.

We wanted Jack Fish to break this lease, and wanted to get a patent for this land

Statement of John Honka.

CROWELL LEASE.

I signed the Crowell lease. I understood he wanted for two years, and pay us \$3,000 per year. I did not understand it ran longer. I got \$15.50. I think he ought to be allowed to use the land to get his money back.

JACK FISH.

Jack Fish has not lived with us. We asked him to, but he has lived most of his time at Baxter.

GOVERNMENT FARM.

I think the Indians ought to rent the Government farm, and collect rents.

Statement of Alphonso Vallier, April 24, 1844.

CROWELL LEASE.

I was at the council when the Crowell lease was given, and I acted as interpreter. Crowell had writing, but I saw he wanted to fence in about 9 miles long and 6 miles wide, and I objected, because it was too much. Crowell said he wanted to make the lease if the boys were willing. They then got up another article, and it was to commence at the west end of the mission farm and run to the west end of the reserve, and all the way across it. I still objected, because I did not think it was legal, but he paid \$750, and the boys let him have it. I took my share of the money. I think Crowell knew it was not legal, and I think he ought to be stopped now. The Quapaws have no money to pay him back. About a week after this Frank Vallier got up a protest, and said we must not lease that way; the Government would not allow it. So we signed the protest.

JACK FISH.

The boys thought it was necessary to give a power of attorney. I did not think it was, especially an adopted man. It was against the usage of the Quapaws, but to keep out hard feeling I signed. I never heard of the McAlpin leases till to-day, when Agent Robb told me.

Jack never lived with us. I think the Indians ought to lease the Government farm and collect rents

Statement of Big George at the mission, April 24, 1884.

CROWELL LEASE.

I signed the Crowell lease; I thought it was for two years; I took my share of the money; I want the lease to run two years, but no longer.

JACK FISH.

I think Jack ought to be our attorney.
I never heard of the McAlpin lease till to-day.

GOVERNMENT FARM.

I think we ought to have a good white man on the farm, and not negroes.

STATEMENT OF INDIANS IN OPEN COUNSEL AT THE HOUSE OF FRANK VALLIER, APRIL 29, 1884, IN THE PRESENCE OF AND TO SPECIAL AGENT W. H. ROBB.

Statements of Charley Quapaw.

We have been bothered so much about leasing, but we don't want to make any mining leases. This land belongs to the Quapaws, and we want to live on it, and don't want to be drove around like a dog from place to place.

Statement of Frank Vallier.

I want the tribe to have the patent for the land as provided for in the treaty of 1833.

CROWELL LEASE.

Crowell called the council and paid money on his own account. I want him off, and if we see fit to pay him money back we will do it. I never asked for my share, and never got it:

M'ALPIN LEASE.

I don't want the McAlpin lease to stand.

NAYLOR LEASE.

I was present when John Honka made lease to J. C. Naylor. Honka came to me and said he did not want to sign it, and I told him that was right, for the Quapaws did not want to make any leases, and I went away. It was at Crowell's bank, in Baxter. I then went away, and thought it was all right, but John told me afterwards that he signed the lease.

Statement of James Silk.

CROWELL LEASE.

If the Crowell lease is going to do good I want it to stand.

PATENT.

I want a patent for the lands, but I want the agent still to protect us.

GOVERNMENT FARM.

I think we ought to be allowed to control the farm.
Wants blacksmith shop near Charley Quapaw's spring.

Statement of L. J. Fish.

I would like to have the possession of my farm and the improvements. The Crowell lease covers it, and I cannot get it. I went there to live, but before I knew it I was put out.

Agent Kirt told me to select a place, I think it was in 1880, and I asked him to go with me, and he did, and we selected a place, and I went to work and built me a house and broke out some land and thought I was all right, but when Agent Dyer came he told me I was not recognized by the Commissioner as a Quapaw, and I had better get away and take my improvements or they might get burned up.

J. C. Naylor tried to get me to give a lease, and I told him the Quapaws did not want to give a lease. He afterwards obtained a lease from John Honka, and fenced in about 600 acres of land and it took in my improvements; he then told me I had better keep away from there or he would shoot me. This was about nine months ago. I saw we were going to have trouble and I went to McAlpin; he is a friend of mine, lives at Wyandotte, and I made the leases to him for the protection of the Quapaws. I took a writing back from him showing that nothing should be binding unless agreed to by the Quapaws in council. These leases were not intended to be used.

CLAIMS AGAINST THE GOVERNMENT.

The Quapaws think they were to have 150 sections of land and they have only 56,000 acres now, and they only know about 12 sections sold on the Kansas line and about 18 sections to the Peorias, on the west end of the reservation, and they think they have a claim against the Government for the rest of the 150 sections. The Indians don't know when or how the money for the land sold to the Peorias was paid nor whether it was ever paid. They do not know how or when they received the money for schools and blacksmithing, and it was mainly for the purpose of having these matters looked up that the power of attorney was given me.

Statement of John Honka.

THE NAYLOR LEASE.

I leased 140 acres to J. C. Naylor for five years, at \$60 per year, about a year or more ago.

Charlie Laberer came down after me, and I went up to Baxter's. I did not go to the bank, but Naylor came to me and got me to go. I signed the lease, Preston signed it, and Charley witnessed it. I did not get a copy. I got \$60 and used the money myself for groceries and clothing.

CROWELL LEASE.

I am like the rest, I think the Crowell lease ought to stand two years.

GOVERNMENT FARM.

I think the Indians ought to have the management and rent of the Government farm.

Statement of J. C. Naylor concerning premises of Jack Fish and the Naylor lease.

I made a lease with John Honka, a Quapaw Indian, last summer, for about 600 acres of land on the Quapaw reserve, for the benefit of the Cherokee Live Stock Association. I was to pay him 10 cents per acre per year, as long as we used it, or for five years; am not certain; have not the lease at hand just now; the object in getting it was to make a corral for the stock, and some shelter for the herders, and I took the lease from the Indian because we thought the Indians would respect it, and would not if it was all in the whites' name.

We aimed to fence in about 600 acres, but think we did not fence quite that much. I paid John \$60 on the lease. It is now included in what is known as the Crowell lease. Jack Fish was there the day I commenced fencing, and I insisted on him showing me where his pretended claim was, and he did.

Dr. Gregg, of Baxter City, was with Jack. I bought the Jack Fish improvements from his wife last summer, or rather it was this way: I was ranching on Tar Creek. Jack claimed the improvements as having made them as an Indian about the time of the Payne raids, but the agent put Jack off the premises, and I then went there at the solicitation of Jack to keep his place, from being destroyed, and paid him rents from time to time until about June last. I then received word from W. O. Parks, (Jack's father-in-law) that he owned the premises and for me not to pay Jack any more rents. I went to see Parks and he held an assignment from Jack's wife of all her interest in the premises, and I bought from Parks and paid him \$110. I had learned that Parks had furnished the money that made the improvements, and Jack had always told me that the premises were his wife's property. I am in possession, using the premises, cultivating the 5 acres of ground, and occupying the house, which is a board house about 14 by 18, one story.

Signed this 1st day of May, 1884.

J. C. NAYLOR.

A copy of the lease is hereto attached.

Articles of agreement made and entered into at Baxter Springs, Cherokee County, State of Kansas, this seventeenth day of July, 1883, by and between John Hunk, of the Quapaw tribe of Indians, residing on the Quapaw Reservation, Quapaw Agency, Indian Territory, party of the first part, and J. C. Naylor, a white man, and citizen of the United States, of Cherokee County, State of Kansas, farmer by occupation, party of the second part, witnesseth:

That the party of the first part agrees to rent his farm, situated on Tar Creek, in the Quapaw Reservation, and containing six hundred acres of arable land, to the party of the second part, for a period of one year, from the seventeenth day of July, 1883, to the seventeenth day of July, 1884, on the following terms and conditions, viz: The party of the second part agrees to cultivate, work, and raise grain and other crops upon said farm, and agrees to pay to the said party of the first part, one-third ($\frac{1}{3}$) of all the grain and other crops produced on the aforesaid farm; the work to be done in a good and workmanlike manner, and the grain and other crops to be harvested and cribbed or housed by the party of the second part, to the full satisfaction of the said party of the first part. The said party of the first part agrees to give the party of the second part the privilege of breaking up and opening, for farming purposes only, as many acres of raw land as he can work in addition to said farm, for which he is to pay sixty dollars rent, for the term of one year.

The said party of the second part further expressly agrees to render to the said party of the first part a full and true account of all crops raised on said land, and that he will not unnecessarily cut or waste the timber thereon. The said party of the second part further agrees that, in case of his failure to comply with all the terms hereof, then, and in that event, the United States Government may treat him as a settler upon Indian lands without right, and, through its officer or agents, remove him and his property from said land and from said Territory without notice.

In witness whereof the said parties have, to duplicate parts of this agreement, set their hands and seals the day and year first above written.

JOHN (his + mark) HUNK.
J. C. NAYLOR.

Sealed and delivered in presence of—
CHARLES LABECHI.

Statement of H. R. Crowell.

I am the person who obtained a lease of land from the Quapaw Indians for grazing purposes March 19, 1884. I had tried before that to obtain a lease, and at one time, about a month previous to this, went with Jack Fish and Mr. Preston to Chief Charley for this purpose, but failed to accomplish anything. Jack seemed anxious to help me. I then got John Early, an Ottawa Indian, to see if he could obtain the lease for me, but I had not much hopes until I was requested to meet the Quapaws in council at the Mission on the 19th of March last. I met them there. I told them I was willing to take a lease at 10 cents per acre if they wanted to lease. I then waited about one hour for them to talk among themselves; I did not know what they were saying. They then proposed to lease me all their lands west of the Mission farm at \$3,000 per year, payable quarterly in advance. I wanted it for five years, but they were afraid I could not pay the rent, and wanted it for two years, with the privilege of keeping it as long as I kept the rents paid promptly. So the lease was drawn that way. A copy of the lease is hereto attached. I wrote the lease in an adjoining room in duplicate. The Indians, meantime, were making out the pay-roll, which is attached to the lease.

Alphonso Vallier acted as interpreter for them, and he took the lease and consumed about one hour in reading the lease and interpreting it to the Indians, and they then signified their willingness to sign the lease, and in my presence they signed it. Professor Finnerty, A. A. Whiting, and John Early were also present.

Charley Quapaw and Alphonso Vallier made out the pay-roll and reported fifty names. I acted upon this and supposed it was correct. I did not know all the Indians personally, and did not know how many there were. I knew Jack Fish, but I was informed they did not recognize him as a member of the tribe. I paid them, as per pay-roll attached, \$15 per capita, but after the payment was made they discovered that there was in fact only forty-eight; so I paid them more, making \$15.45 per capita. I did not know at the time that John Medicine was not present. I had nothing to do with the signing by the Indians. I saw them sign the lease, but I did not know John Medicine nor who signed the lease for him. I am hard of hearing or perhaps I would have discovered that John Medicine was not there.

I took the lease myself, but have since transferred it to the Cherokee Live Stock Company, the members of which are myself, J. M. Preston, of Chicago, Ill.; Charles W. Daniels, Chicago, Ill.; Robert Milne, Baxter Springs; J. C. Perkins, Baxter Springs; B. L. Naylor, Baxter Springs. I am the largest shareholder, and I am both secretary and treasurer. I have inclosed the land with wire fence.

H. R. CROWELL.

MAY 2, 1884.

Articles of agreement made and entered into at the Quapaw Mission, in the Quapaw Reservation, Indian Territory, on the 19th day of March, 1884, by and between Charles Quapaw and the Quapaw tribe of Indians, located in the Indian Territory, of the first part, and H. R. Crowell, of the State of Kansas, of the second part.

The parties of the first part, for the consideration of three thousand dollars to them in hand paid by H. R. Crowell at the times hereinafter stated, have leased and rented, and by these presents do lease and rent, unto H. R. Crowell all that tract of land lying and being in the Quapaw Reservation and described as follows, to-wit: Beginning at the Miami Reserve, where said reserve joins the State of Kansas, thence east along the State line of Kansas to a point where a north and south line will strike the Quapaw Mission, and thence run due south to the north line of the Peoria Reserve. Said leased line to leave Quapaw Mission out, or east of it, being the entire west part of said Quapaw Reservation.

We, the undersigned, have this 19th day of March, 1884, received the sums set opposite our respective names, being in full for three months' rent of the Quapaw leased land:

Witness.	Names.	No. in family.	Amount received.
George Flint	Charles (his x mark) Quapaw	4	\$60 00
George Flint	John (his x mark) Medicine	3	45 00
George Flint	John (his x mark) Hunker	3	45 00
George Flint	James (his x mark) Silk	4	60 00
George Flint	Antwine (his x mark) Greenback	4	60 00
George Flint	John (his x mark) Quapaw	5	75 00
George Flint	Big (his x mark) George	3	45 00
George Flint	Tom (his x mark) Crawfish	2	30 00
George Flint	Widow (her x mark) Crawfish	4	60 00
George Flint	Widow (her x mark) Cedar	1	15 00
George Flint	Widow (her x mark) Daylight	2	30 00
George Flint	Frank Buck	1	15 00
George Flint	Joseph (his x mark) Whitebird	3	45 00
George Flint	Richard Buck	1	15 00
George Flint	Alphonso Vallier	1	15 00
George Flint	Paschal (his x mark) Fish	1	15 00
George Flint	Jimmie (his x mark) Young	1	15 00
George Flint	Dick Quapaw	2	30 00

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
Washington, August 8, 1884.

SIR: Referring to so much of your report of grazing lands made by the Quapaw Indians to H. R. Crowell, in March last, your attention is directed to office letter of instructions to you of 17th April last (pp. 11, 12, 13), and particularly to the copy of Department letter of April 25, 1883, to Mr. E. Fenlon, therewith inclosed, as indicating the views of the Department upon the general subject, and which will govern you in any action to be taken by you in the matter.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

WILLIAM H. ROBB, Esq.,
Special Agent, Quapaw Agency, Seneca, Newton County, Missouri.

MISCELLANEOUS.—INDIAN TERRITORY.

CHICAGO AND LAKE SUPERIOR RAILROAD COMPANY,
Saint Louis, Mo., November 23, 1883.

MY DEAR SIR: I address you for the purpose of inquiring if the Indian Nations on the different reservations in the Indian Territory can, by authority of their chief and council, lease any portion of their reservation to outside parties from the States, or elsewhere, for cattle ranges or other purposes, and would such lease, given by the chief of the Nation, be valid, and not in conflict with the Revised Statutes of the United States or the treaties with the Indians. * * *

Most respectfully,

WM. R. CHADSEY,

No. 2612 La Clede Avenue, Saint Louis, Mo.

Hon. LAND COMMISSIONER,
Department of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
January 30, 1884.

SIR: Your letter of the 23d November last, addressed to the honorable Commissioner of the General Land Office, has been referred to this office.

In reply to that portion which inquires whether the Indian nations on the different reservations in the Indian Territory can, by authority of their chief and council, lease any portion of their reservation to outside parties from the States, or elsewhere,

for cattle ranges or other purposes, and whether such leases would be valid, and not in conflict with the Revised Statutes of the United States or treaties with the Indians, I have to say that outside of the five civilized tribes, viz, Cherokees, Creeks, Choctaws, Chickasaws, and Seminoles, who under the several treaties with them have full jurisdiction over their respective territories and regulate their own internal affairs, there is no provision of law authorizing the Indian tribes in the Indian Territory to lease their reservation lands to citizens of the United States for cattle ranges or other purposes. On the contrary, section 2116 of the United States Revised Statutes expressly prohibits the making of any grant, lease, or other conveyance of lands or of any claim or title thereto by any Indian nation or tribe of Indians, unless by treaty or convention entered into pursuant to the Constitution.

Whilst certain of the Indians resident in the Territory, not included in the five civilized tribes above mentioned, have assumed to grant leases of lands to United States citizens for grazing purposes, such leases have not received the authoritative approval of this Department. The attention of Congress was called to the matter by the honorable Secretary of the Interior in his annual report for 1883, with the recommendation that some system be provided by which the unoccupied lands could be leased for the benefit of such tribes.

The remaining portion of your letter, as to permits to trade in the Indian Territory, will be answered by the division of this office to which it appropriately belongs.

Very respectfully,

H. PRICE,
Commissioner.

WILLIAM R. CHADSEY, Esq.,
2612 La Clede Avenue, Saint Louis, Mo.

LAWRENCE, MASS., February 5, 1884.

SIR: I have been informed there are Indian trust lands, which can be leased for grazing purposes. If there are such lands, will you kindly inform me of their location and what steps to take to obtain a lease.

Hoping to hear from you soon, I am, very respectfully,

MATHER H. HOLMES,
Lawrence, Mass.

COMMISSIONER OF THE GENERAL LAND OFFICE,
Washington, D. C.

GENERAL LAND OFFICE,
February 9, 1884.

Respectfully referred to the Commissioner of Indian Affairs through the honorable Secretary of the Interior.

N. C. MCFARLAND,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 14, 1884.

SIR: In reply to your postal card inquiry of the 5th instant, addressed to the Commissioner of the General Land Office, and referred through the Department to this Bureau, I have to say that I know of no "Indian trust lands" which, under existing laws, can be leased by citizens of the United States for grazing purposes.

Very respectfully,

H. PRICE,
Commissioner.

MATHER H. HOLMES, Esq.,
Lawrence, Mass.

OCCIDENTAL HOTEL,
Paxton, Ill., March 18, 1884.

DEAR SIR: Please inform me whether a lease with any of the tribes in Indian Territory for ten years will be respected by United States, and whether individual Indians have the right to choose parts and have it inclosed and lease the same for ten years any time; if so, what Indians? Can you inform me where there is good grazing not already leased. Please send me maps of Indian Territory showing grazing lands, timber, streams, and hills, and tribes and boundaries, add any reports that I may ob-

tain information about the rights of Indians, &c. If you desire any information about, I refer you to General Logan, or Hon. Joseph Cannon, M. C. Please address me at Paxton, Ford County, Illinois, where I reside.

Very respectfully,

CALVIN H. FREW.

Hon. F. PRICE,
Indian Commissioner, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 5, 1884.

SIR: In reply to your letter of the 13th ultimo, asking for information as to the right of the Indian tribes, in the Indian Territory to lease their lands for grazing purposes, the most desirable location, &c., I have to say that the whole subject of leasing unoccupied Indian lands for such purposes has been referred by the honorable Secretary of the Interior to Congress for such legislation as it may deem advisable. Pending such references, this office deems it inexpedient to express any opinion which may be calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

CALVIN H. FREW, Esq.,
Paxton, Ford County, Illinois.

[Wilson & Greene, bankers, Tallula, Menard County, Illinois.]

MARCH 15, 1884.

DEAR SIR: Being desirous of engaging in the cattle business, can you inform me whether or not the Government has any lands in the Indian Territory that could be leased for such purposes? If not, will any of the *tribes* of Indians there lease for such purposes? If this should not properly come under your Department, will you oblige me by putting me in correspondence with the proper persons.

Hoping these inquiries will not intrude upon your valuable time, I am,

Yours, most respectfully,

J. O. WILLSON.

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

DEPARTMENT INTERIOR, *March 21, 1884.*

Respectfully referred to the Commissioner Indian Affairs.

AMOS HADLEY,
Acting Chief Clerk.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 5, 1884.

SIR: In reply to your letter of the 18th ultimo, addressed to the honorable Secretary of the Interior, and by him referred to this office, inquiring whether the Government has any lands in the Indian Territory that can be leased for cattle-raising purposes, and if not, whether any of the Indian tribes can so lease, I have to say that the whole subject involved in your inquiries, has been referred by the honorable Secretary to Congress for investigation, and such legislation as may be deemed advisable.

Pending such reference it is not deemed expedient by this office to express any opinion which may be calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

J. O. WILLSON, Esq.,
Tallula, Menard County, Illinois.

OKLAHOMA, INDIAN TERRITORY.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 11, 1884.

SIR: It has been represented to this office that the Oklahoma district is full of cattle, and that much of it is fenced up. You are directed to ascertain from the best available sources the probable number of cattle on those lands, by whom owned, quantity of fencing done, and by whom, reporting result to this office as early as practicable.

Very respectfully,

H. PRICE,
Commissioner.

JOHN Q. TUFTS,
United States Indian Agent, Union Agency, Muskogee, Ind. T.

UNITED STATES INDIAN SERVICE,
UNION AGENCY,
Muskogee, March 5, 1884.

SIR: Referring to office letter, dated February 11, 1884, L, I have the honor to report that I have not visited the Oklahoma country since last summer. At that time there were a number of large herds and small bunches, apparently about the same number that are on the country adjoining. The owners were with some of the large herds and stated that they were driving through. It is the custom of cattlemen, grazing on the adjoining lands, who do not fence pastures, to "turn loose" at certain seasons of the year, and the cattle drift to all points of the Territory. When branding time comes they gather the beef cattle, brand the calves, and again "turn loose."

There is nothing to prevent these cattle from feeding on Oklahoma lands, and they are there in large numbers during the grazing season. I have never heard of any fencing or established ranches on the Oklahoma lands.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

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

UNITED STATES INDIAN SERVICE,
UNION AGENCY,
Muskogee, May 21, 1884.

SIR: I have the honor to report that Mr. Cadwallader, a correspondent of the Globe-Democrat, at Saint Louis, who has just returned from the Oklahoma country, was at this office to-day, and reports that he saw wire fences on that part of Oklahoma lying north of the Cimarron River, and that the officers of the Army, who were there removing the "Oklahoma boomers," told him that they traveled through large pastures, fenced with wire, on Cottonwood Creek, just north of the Cimarron River, on the western portion of Oklahoma. These fences, it appears, have been erected during the last few months. I also learn from other sources that I believe to be reliable, that the whole of Oklahoma is occupied by cattle companies, who have the bounds of their "claims" marked by creeks and hills, and permit no others to encroach on their "premises." They have no fences or other improvements, except a "dug-out," and in some cases a corral pen.

On the appearance of troops the cowboys disappear and remain out of sight until the troops pass, but the cattle remain there.

Very respectfully, your obedient servant,

JNO. Q. TUFTS,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 27, 1884.

SIR: I have the honor to inclose herewith, for the information of the Department and such action thereon as may be deemed necessary or advisable, a copy of a letter from Agent Tufts, Union Agency, Indian Territory, dated 21st instant, reporting certain information received by him and deemed to be reliable of the existence of wire fences and the occupation of the entire Oklahoma country by cattle companies.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

HOUSE OF REPRESENTATIVES, UNITED STATES,
Washington, D. C., December 8, 1883.

SIR: Several of my constituents have written to me inquiring "if they could obtain leases to graze cattle in the 'Oklahoma country,' or if they would be interfered with if they drove their stock into that section to graze."

Very respectfully,

R. W. FYAN, M. C.,
Thirteenth District of Missouri.

SECRETARY OF THE INTERIOR.

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

SIR: Your letter of the 8th instant, addressed to the honorable Secretary of the Interior, on behalf of several of your constituents, inquiring whether they can obtain leases to graze cattle in the Oklahoma country, or whether they would be interfered with if they drive their stock into that section to graze, has been referred to this office.

In reply I have to state that I am unable at this time to give you any definite information or instruction in reference to grazing cattle in the Indian Territory, the whole subject having been referred by the honorable Secretary to Congress for such action as may be deemed necessary.

Very respectfully,

H. PRICE,
Commissioner.

Hon. R. W. FYAN,
House of Representatives.

DEPARTMENT OF THE INTERIOR,
Washington, May 22, 1884.

SIR: Complying with your request on the subject, I have the honor to inclose herewith a draft of a bill "to authorize the leasing of surplus Indian reservations for grazing purposes."

On this subject I stated in my last annual report that "Congress should provide some system by which the unoccupied lands can be leased by the tribe or the Department for the benefit of such tribes, and the money expended for the tribe without covering it into the Treasury."

I think the Indians can better be protected from outside influence of interested parties, and much trouble and annoyance can be avoided, if such leases are made by the Secretary of the Interior with the consent of the Indians, and the bill is drawn in accordance with that view of the matter.

Very respectfully,

H. M. TELLER,
Secretary.

Hon. H. L. DAWES,
Chairman Committee on Indian Affairs, United States Senate.

No. 2.

Copies of documents and correspondence on file and of record in the Indian Office and Indian Division of the Department of the Interior relating to leases of lands in the Indian Territory made by the Cheyenne and Arapaho Indians to citizens of the United States for grazing purposes, the action of the Kiowa, Comanche, and Apache Indians in the Indian Territory on the same general subject; also of correspondence relating to the boundary lines between the respective reservations of said tribes.

[Furnished in obedience to Senate resolution dated December 3, 1884, and supplemental to Senate Ex. Dec. No. 54, Forty-eighth Congress, first session.]

CHEYENNE AND ARAPAHO RESERVE, INDIAN TERRITORY.

CHEYENNE, WYO., June 15, 1882.

SIR: In behalf of the Standard Cattle Company, whose general manager I am, I have the honor herewith to make application for the privilege of holding and grazing cattle in the Cheyenne and Arapaho Indian Reservation of the Indian Territory, where we are now occupying range under and amicable agreement with the Indians of the tribes above named.

I beg also to respectfully ask that such leases as we may be able to negotiate with these tribes, with or without right to fence, conditioned upon our payment of an annual rental of a fixed amount per acre or a per capita annual tax upon cattle held on such range, may be confirmed by you, and I would make particular application for such use of all lands in the above reservation lying between the third and fourth standard parallels, bounded on the west by the Texas line and on the east by the Wichita Reservation, containing about 1,000,000 acres, for the use of which we propose to pay such annual rental or tax as will be satisfactory to the Indians interested as well as to your Department.

I further respectfully ask that our first occupation of these lands, under existing amicable agreements with the Indians, may be regarded by you as constituting a right superior to those which may be negotiated by later comers.

I have the honor to be, respectfully yours,

A. T. BABBITT,

General Manager Standard Cattle Company.

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

I concur and will have pleasure in presenting additional facts to your Department at an early day.

G. R. BLANCHARD,
President.

[Personal.]

NEW YORK, January 18, 1883.

DEAR SIR: I have the honor to inclose herewith application in behalf of the Standard Cattle Company for the confirmation of such arrangements as we may be able to consummate with Indians for occupancy of their lands in Indian Territory, concerning which you will remember my personal application. I have thought it fair to date this application contemporaneously with our occupation of these lands. I am informed by wire that parties represented by Campbell have negotiated some leases with these Indians covering nearly the whole of the reservation referred to. I rest in the promise so clearly made to Senator Platt, Mr. Blanchard, and me, also to Colonel Hunter, that no such monopoly should be granted, and that we would be protected in the occupancy of our range.

Very respectfully,

A. T. BABBITT,
General Manager.

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

WESTERN UNION TELEGRAPH COMPANY,
Anadarko, Ind. T., January 22, 1883.

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

Withhold action on Cheyenne grazing lease until Wachita is heard from through Agent Hunt, by letter to Commissioner of this date.

W. SHIRLEY,
Interpreter.

DEPARTMENT OF THE INTERIOR,
Washington, May 25, 1883.

SIR: I have your letter in which you say, "I inclose herewith copy of lease made and executed by the Cheyenne and Arapaho tribes of Indians on the 8th day of January, 1883, and properly certified by the agent of said tribes, giving to me, my heirs and assigns, the exclusive right, on terms and conditions named therein, to pasture cattle on a certain tract therein described, being part of the tract occupied by said tribes in the Indian Territory. I respectfully request that you will approve and file this lease (the original of which I will hand you for the purpose), and also take such further official action as may seem to you expedient to give and secure to me, my heirs and assigns, peaceable possession of the lands covered by my said lease."

I inclose you copy of an answer sent some time since to Mr. E. Fenlon, who holds a lease of similar character to yours. The act making appropriations to supply deficiencies in the appropriations for the fiscal year ending June 30, 1883, &c., passed at the last session of Congress, appears to recognize the right of the Indian tribes to grant privileges of the character you claim; that is, the right to graze cattle on the reservation. Yet such occupation by the permission of the Indians must be subject to the supervision of the Department to the extent of protecting the Indians and public from imposition by parties securing such privileges, as well as to see that the laws of the United States are not violated. I do not desire to discourage the Indians in their attempt to secure some benefit from what has heretofore been of but little value to them. On the contrary, I am of the opinion that such arrangements, when fairly made and honestly performed, will aid the Indians, not only in a financial way, but by inciting them in the desire to acquire and hold property as their white neighbors do. I can but repeat in substance what I said to Mr. Fenlon in my letter of the 25th of April last, that the rights of persons holding agreements of the character you mention, when fairly made with the tribe, and for the benefit of all, will be protected so far as possible by the Department against the intrusion of persons who hold no such agreement, and are attempting to secure like privileges without the sanction of the Indians, and to see that justice is done to those holding such agreements, so long as the laws of the United States are not violated, and the rights of the Indians respected.

Should I receive and approve our agreement or contract, as you request, the money to be paid under it must, in accordance with the provisions of the act before quoted, be paid into the Treasury of the United States. I think this might make trouble with the Indians, and it would be difficult to make the Indians understand that they were deriving actual benefit from the ownership of their reservation, as they would confound the money received for such use, if it reached them through the Treasury, with gratuities or annuities paid them by the Government.

For this and other reasons, I cannot receive or approve of your agreement with the Indians in the manner and form you desire. But as it may be in the future necessary to have reference to it for the purpose of settling any controversy that may arise between yourself and the Indians or the Department, I see no objection to your depositing it in the Indian Office for the purpose I have mentioned.

You must consider this letter in connection with the one written to Mr. Fenlon as expressing the views of the Department on the subject.

Very respectfully,

H. M. TELLER,
Secretary.

H. B. DENMAN, Esq.,
New York.

WASHINGTON, February 28, 1884.

DEAR SIR: As attorney for parties holding contracts for grazing purposes in the Indian Territory, made with the Cheyenne and Arapaho Indians, I have procured from your Department certified copies of records and documents pertaining thereto, and now beg to call your attention to certain matters affecting the interests of my clients and the public service.

These contracts were made in good faith and in conformity to law. The right of the Indians to grant grazing facilities has, as I understand, been long recognized in the Department, and is sanctioned by various provisions of the statutes of the United States. The making of the contracts was duly reported to the Department, and the Secretary's approval requested. For reasons mentioned in the honorable Secretary's letter of April 25, 1883, to E. Fenlon, and May 25, 1883, to H. B. Denman, a formal and affirmative approval of said contracts was refused. But the views of the Department, and the policy that would be pursued in respect to such contracts, were stated with great clearness and precision. The wisdom and expediency of allowing the In-

dians to make these contracts were distinctly affirmed, and the promise of the Department extended that it would "endeavor to see that parties having no agreement with the Indians are not allowed to interfere with those who have." These views were again clearly set forth in a letter of instruction to the agent of the Crow Indians by Mr. Joslyn, Acting Secretary, August 11, 1883.

On the faith of these contracts, and the assurances of the policy to be pursued by the Department, my clients have made the stipulated payments, and have invested large sums of money in herds which are now grazing on the lands which by virtue of the contracts were allotted for that purpose.

Notwithstanding all these facts, which would seem, both legally and equitably, to clothe my clients with the strongest safeguards for the protection of their rights and their property, suits have been instituted against them by an informer, using the name of the Government, in the district court of the United States at Saint Louis. These suits are brought under section 2124 of the Revised Statutes, for a violation of section 2116. It is entirely plain that the negotiation of the contracts mentioned does not in the slightest particular conflict with the section mentioned. No purchase of the land was made or attempted to be made, and no title obtained or attempted to be obtained. Nothing but a license or privilege of grazing was involved in the agreements. The very next section of the Statutes, 2117, necessarily implies the power of the Indians to grant such privileges, as does also the act making appropriations to supply deficiencies in the appropriation for the fiscal year ending June 30, 1883.

These suits are annoying and vexatious, and my clients cannot believe they have received your approval or sanction.

I beg to inquire whether such is the case, and to respectfully represent that the assistance of the Government ought not to be given in aid of such prosecution.

Very respectfully, your obedient servant,

GEO. R. PECK.

Hon. H. M. TELLER,

Secretary of the Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
Washington, March 4, 1884.

SIR: I have your letter of the 28th ultimo concerning the leasing of lands in the Indian Territory for grazing purposes.

You say the right of the Indians to grant grazing facilities has, as I understand, been long recognized in the Department, and is sanctioned by various provisions of the Statutes of the United States.

I understand that a large number of persons have from time to time pastured their herds on the lands of the Indians within the Indian Territory, and cut grass and exercised other privileges with the consent of the Indians without the formal approval of the Department. During the year 1881 sixty-three persons were reported as then occupying some portion of the Indian Territory for the purposes above indicated. During the year 1882 forty-six persons were reported. All of these persons compensated the Indians for their privileges granted them, although the amounts paid were quite inconsiderable. The above does not include the persons who were on the Cheyenne and Arapaho Reservation during the year 1881, but at the time of the making of the so-called lease or agreements referred to by you there were on the reservation thirteen persons, firms, or corporations, grazing cattle with the consent of the Indians, and in most cases, I understand, under some sort of an agreement made with the Indians, and the number of cattle were estimated at 51,200 head. Some of the cattle were kept on the Cheyenne and Arapaho Reservation, but ran over on to the Cherokee strip. Some compensation was made to the Indians by these parties, but it was not commensurate with the privileges granted and enjoyed by the cattle owners. On the Cherokee lands, called the Cherokee Strip, there were reported sixty-six persons, firms, or corporations holding cattle under an arrangement made either with the Cherokee Nation or the individual members thereof. It is believed that the Cherokee Nation received about \$20,000 per year, and some small sums were paid to the individual Indians. It has not been the policy of the Department to interfere with the Indians in their efforts made in this way to derive some benefit from the use of their lands, and in all cases, whenever the Indians were satisfied with the compensation paid them, and with the general treatment received, the Department has taken no steps to dispossess such occupants; when the Indians have complained of the persons as intruders and have desired their removal, the Department has acceded to such demand, and called on the War Department to remove the intruders.

A history of the so-called leasing can be found in my report, of which I copy the following:

"In April last, certain parties alleging that they had made leases or agreements with the Cheyenne and Arapaho and other Indians of the Indian Territory for the

privilege of grazing cattle on the reservation of said Indians, by paying therefor 2 cents per acre per annum, applied to the Department to have the leases or agreements approved by the Department, and to be put in possession of the lands included in said leases or agreements. It was understood that quite a large amount and nearly all the lands so occupied by the Cheyennes and Arapahoes were included in such leases or agreements. It was urged by the parties desiring the approval of such leases or agreements that the Indians could derive a large revenue from the use of the lands, and be otherwise benefited by such occupation. I did not find authority for the making of such leases or agreements by the Indians, or by the Department, and I therefore declined to approve them, and informed the parties that I saw no objections to allowing the Indians to grant permission to graze cattle on their reservation at fair and reasonable terms; that the authority to so occupy must be given by the tribe, and not an individual member, and the whole tribe must participate in the benefits thereof; that the Department would not feel called on to remove the occupants under such leases or agreements provided the Indians made no complaints and the Department was satisfied that the Indians were properly treated; that the parties and their employes conformed strictly to the statutes and rules of the Department with respect to the intercourse laws, with reference to the introduction of liquors, fire-arms, ammunition, &c.; that the Department would, when it appeared to be desirable for the public interest to do so, exercise its right of supervision to the extent of removing all occupants without reference to such leases or agreements, on such notice as might be right and proper under the circumstances; and that all parties, in accepting such agreements from the Indians, must accept the same subject to such conditions and to the future action of Congress."

The privilege thus recognized appears to be within both the letter and spirit of section 2117, Revised Statutes, and I do not consider it contrary to the provisions of section 2116 of the Revised Statutes. That section was inserted in the statute for the purpose of protecting the Indian and to make his claim to land, whatever it might be, of value to him. To now invoke the statute to prevent the Indian from allowing grazing privileges in land claimed by him, and thus derive a benefit from his land, is to use the statute made for his benefit to his injury and hurt. This is opposed to all canons of interpretation. It was made for his benefit, and must be construed in his favor when it can be done. It is to the interest of the Indians that they be allowed to receive from the occupants of their lands a fair price for the privilege of grazing them, and such appears to be the intention of section 2117 of the Revised Statutes.

You say:

"These suits are annoying and vexatious, and my clients cannot believe they have received your approval or sanction. I beg to inquire whether such is the case, and to respectfully represent that the assistance of the Government ought not to be given in aid of such prosecution."

The Department has in no manner encouraged the bringing of the suits you mention, and does not desire the prosecution thereof, for the privileges so granted are in no manner injurious to the Indians, but, on the contrary, highly beneficial to them.

Very respectfully,

GEORGE R. PECK,
Topeka, Kans.

H. M. TELLER,
Secretary.

WAR DEPARTMENT,
Washington City, April 19, 1884.

SIR: I have the honor to transmit herewith for your information a copy of a communication, dated the 21st ultimo, received through military channels from the commanding officer of the post of Fort Reno, Indian Territory, and also a copy of an application of Mr. J. D. Miles, agent for the Cheyennes and Arapaho Indians, for troops to eject certain Kiowa Indians who have been committing depredations on the leased lands of the Cheyenne and Arapaho Indians.

Attention is invited to the indorsement, copy herewith, of the commanding general of the Department of the Missouri, from which it will be seen that the post commander at Fort Reno has been instructed, for reasons set forth in said indorsement, *not* to send troops for the purpose asked for by Agent Miles, until the views of this Department on the matter are made known.

The views of the department commander on this subject are concurred in by the Lieutenant-General of the Army.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

[Inclosure No. 1.]

FORT RENO, IND. T., March 31, 1884.

SIR: I have the honor to inclose herewith an application of Agent J. D. Miles, for the Cheyenne and Arapaho Indians for troops to eject certain Kiowa Indians, who have been committing depredations on the leased lands of the Cheyenne and Arapaho Indians.

I would respectfully state that these Indians (Kiwias) belong to the Wachita Agency, at Annadarko, Ind. T., and further that the agent of the Indians (Kiwias) should be the proper party to control them.

I respectfully ask for instruction.

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

THOS. B. DEWEES,

Major Ninth Cavalry, Commanding Post.

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

UNITED STATES INDIAN SERVICE,
Cheyenne and Arapaho 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
5. William E. Malaley, Caldwell, Kans.....	564, 480
3. H. B. Denman, Washington, D. C.....	575, 000
4. J. S. Morrison, Darlington, Ind. T.....	133, 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.....	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 cattle grazing upon the Cheyenne and Arapaho 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,

JNO. D. MILES,
United States Indian Agent.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Dartington, Ind. T., March 30, 1884.

SIR: I am this day informed by T. J. Webb and F. M. Tate, foreman, representing the cattle owners occupying the grazing lands leased by the Indians of this agency to J. S. Morrison, L. M. Briggs, and others, as per inclosed circular letter dated May 22, 1883, that on or about 26th instant a party of Kiowa Indians came on the above leased lands and drove off about 200 head of cattle belonging to the said lessees, and in a defiant manner killed 7 head of the said cattle, and in the effort to protect the property and rights of their employers some shots were fired at the party of Indians thus depredating, and it is reported one Kiowa Indian was wounded.

Frequent depredations by these Kiowas have been reported to this office, and these raids have become a source of very great annoyance as well as loss to the lawful occupants of the lands thus leased in good faith from the Indians of this agency, and to whom they have paid their semi-annual rental, as agreed upon, and they now ask for protection.

The letters referred to in my circular letter above referred to indicate the readiness of the Department to give the "parties holding such agreements" the proper protection, and in a communication to this office dated December 3, 1883, the honorable Commissioner of Indian Affairs says: "The Kiowas who are said to be camped outside the northern boundary (on Cheyenne and Arapaho Reservation) should be required to reside on their reservation."

From the above it will be seen that the Kiowas have no rights upon this reservation; and as Agent Hunt claims to be powerless to prevent the Kiowas from interfering with the affairs and property lawfully on this reservation, I have the honor to hereby make request for the detail of *one company* of cavalry from your garrison to proceed as soon as practicable to "Seventh Cavalry Creek," or such other suitable location on the said leased lands, for the purpose of protecting the interests of such persons as may be lawfully occupying the said grazing lands embraced in the Cheyenne and Arapaho Reservation assigned them by executive order, August 10, 1869.

I would suggest that a competent interpreter accompany the party. A suitable representative of the Indian Department will be detailed from this office to represent the agent, as required by law and regulations. I will also suggest that this detail should be rationed for at least 30 days, and my impression is that the presence of the troops in that vicinity will have the desired effect in preventing further trouble from the Kiowas or any other Indians. I will thank you to inform this office of the date troops can be ready to proceed.

Very respectfully,

JNO. D. MILES,
United States Indian Agent.

Maj. THOMAS B. DEWEES,
Commanding Fort Reno, Ind. T.

[1st indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., April 7, 1884.

Respectfully forwarded to the Adjutant-General of the Army (through headquarters Division of the Missouri) for the action of the War Department.

As the Interior Department has declined to commit itself to these cases by recognizing or approving them, it was not thought proper for the military authorities to do so by sending troops to enforce their provisions.

The commanding officer of Fort Reno has been instructed *not* to send troops for the purpose asked for by Agent Miles until the views of the War Department on the matter are made known.

C. C. AUGUR,
Brigadier-General, Commanding.

[2d indorsement.]

HEADQUARTERS DIVISION OF THE MISSOURI,
Chicago, April 10, 1884.

Respectfully forwarded to the Adjutant-General of the Army.

J. M. SCHOFIELD,
Major-General, Commanding.

[Inclosure No. 2.]

DEPARTMENT OF THE INTERIOR,
Washington, April 22, 1884.

SIR: I have yours of the 19th instant concerning the application of John D. Miles, late agent of the Cheyenne and Arapaho Indians, for troops to eject certain Kiowa Indians who are interfering with certain grazing privileges granted by said Cheyenne and Arapaho Indians to certain parties. Mr. Miles had no authority to call for military aid for this purpose. It is not the intention of the Department to attempt to protect the parties having permits for grazing privileges from the Indians in their possessions except so far as it may become necessary to protect the Indians in the right to grant such permission as is given them by the provisions of section 2117 of the Revised Statutes. The difficulty doubtless arises on account of a difference of opinion as to the location of the boundary line between the tribes. It is hoped that this question may soon be settled. In the mean time Agent Hunt, of the Kiowas, will be notified of the complaint. I do not think there is any occasion for military interference.

Very respectfully,

H. M. TELLER,
*Secretary.*Hon. ROBERT T. LINCOLN,
Secretary of War.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
April 23, 1884.

Respectfully referred to the Commissioner of Indian Affairs, with copy of Dept' reply hereto.

AMOS HACLEY,
*Acting Chief Clerk.*DEPARTMENT OF THE INTERIOR,
Washington, April 24, 1884.

SIR: Referring to the War Department communication on the subject of application of Agent J. D. Miles, of the Cheyenne and Arapaho Agency, for troops to protect lessees of grazing lands within that reservation from alleged depredation by Kiowa Indians, which was referred to you on the 23d instant, with copy of Department reply thereto, you will please furnish a copy of the reply made to the War Department to the agent for the Cheyenne and Arapaho Indians, together with a copy of Department letter of April 11, 1884, to Agent Armstrong at the Crow Agency, for his information.

Copies of the same letters should also be furnished to the agent of the Kiowa, Comanche and Wichita Indians for his information.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 25, 1884.

SIR: By direction of the honorable Secretary of the Interior I inclose herewith, for your information, a copy of a letter addressed by him to the honorable Secretary of War on the 24th instant, in reply to an application made by (late) Agent J. D. Miles, on the 30th March last, to the military authorities at Fort Reno, for troops to protect lessees of grazing lands within the Cheyenne and Arapaho Reservation from alleged depredation by Kiowa Indians.

By the like direction I also inclose a copy of the honorable Secretary's letter to Agent Armstrong, Crow Reserve, Montana, dated 11th instant, as indicative of his views as to the agent's duties and responsibilities in regard to the pasturage question.

Very respectfully,

H. PRICE,
*Commissioner.*D. B. DYER, Esq.,
United States Indian Agent, Cheyenne and Arapaho Agency, Darlington, Ind. T.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 25, 1884.

SIR: By direction of the honorable Secretary of the Interior I inclose herewith, for your information, a copy of a letter addressed by him to the honorable Secretary of War on the 24th instant, in reply to an application made by (late) Agent J. D. Miles, on the 30th March last, to the military authorities at Fort Reno, for troops to protect lessees of grazing lands within the Cheyenne and Arapaho Reservation from alleged depredations by Kiowa Indians.

By the like direction I also inclose a copy of the honorable Secretary's letter to Agent Armstrong, Crow Reserve, Montana, dated 11th instant, as indicative of his views as to the agent's duties and responsibilities in regard to the pasturage question.

Very respectfully,

H. PRICE,
Commissioner.

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

DEPARTMENT OF THE INTERIOR,
Washington, April 25, 1884.

SIR: Complying with your verbal request of this date to be furnished with a copy of one of the leases for grazing purposes made by the Cheyenne and Arapaho Indians with individuals, I inclose copy of a copy of such a lease found upon the files of this Department.

None of the original leases are on file here, and it was not discovered until you had departed this morning, that any copy thereof was on file.

Very respectfully,

H. M. TELLER,
Secretary.

JOHN L. MCATEE, Esq.,
(care Hon. A. P. Gorman, U. S. Senate).

CHICAGO, May 20, 1884.

To ADJUTANT-GENERAL, U. S. A.,
Washington, D. C.:

Major Platt repeats following telegram: Cantonment Ind. T., May 18, '84—7.50 p. m.

Commanding officer, Fort Reno: Party here for wire from Hunter & Evans's lease were stopped at their own gate on Canadian yesterday by Little Robe's band, and a toll of \$5 demanded before the Indians would allow them to pass through.

The men being without arms paid the Indians \$3, and were told not to come again. This has been going on for a month past, and several parties have been stopped at this date.

SIMPSON,
Operator in Charge.

DEWEES,
Major in Charge, in the absence of the Major-General Commanding.

H. C. CORBIN,
Assistant Adjutant-General.

[Indorsement.]

WAR DEPARTMENT,
Washington City, May 21, 1884.

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

S. V. BENÉT,
Brigadier-General, Chief of Ordnance, and Acting Secretary of War.

SAINT LOUIS, Mo., June 28, 1883.

DEAR SIR: Please find inclosed a copy of a letter to H. B. Denman, esq., of date May 25, 1883.

At the instance of Col. R. D. Hunter and Capt. A. G. Evans I inclose you the above, and ask that you write them each a similar letter, or one more strongly indorsing their leases, copies of which we here inclose. We hope you may by this time see your way clear to give us the unqualified indorsement of the Department.

Colonel Hunter has just returned from the Indian country, where he and Ed. Fenlon, esq., paid to the Indians \$31,000 on his and other leases. He found them entirely *en rapport* with the scheme. He made a speech to 7,000 of them, and then, after doing what most speech-makers would hesitate to do, viz, swearing to the truth of his speech and smoking the pipe of peace, the money was paid and everything was quite satisfactory.

Please let me hear from you at as early a day as possible. Colonel H. desires to be remembered and to thank you for many courtesies.

With pleasant recollections, I remain, yours, truly,

H. M. POLLARD,

Attorney for R. D. Hunter and A. G. Evans.

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

[Inclosure No. 1.]

DEPARTMENT OF THE INTERIOR,
Washington, May 25, 1883.

SIR: have your letter in which you say: "I inclose herewith copy of lease made and executed by the Cheyenne and Arapaho tribes of Indians on the 8th day of January, 1883, and properly certified by the agent of said tribes, giving to me, my heirs and assigns, the exclusive right, on terms and conditions named therein, to pasture cattle on a certain tract therein described, being part of the tract occupied by said tribes in the Indian Territory. I respectfully request that you will approve and file this lease, the original of which I will hand you for the purpose, and also take such further official action as may seem to you expedient to give and secure to me, my heirs and assigns, peaceable possession of the lands covered by my said lease."

I inclose you copy of an answer sent some time since to Mr. E. Fenlon, who holds a lease of similar character to yours. The act making appropriations to supply deficiencies in the appropriations for the fiscal year ending June 30, 1883, &c., passed at the last session of Congress, appears to recognize the right of the Indian tribes to grant privileges of the character you claim, that is the right to graze cattle on the reservation. Yet, such occupation by the permission of the Indians, must be subject to the supervision of the Department to the extent of protecting the Indians and public from imposition by parties securing such privileges, as well as to see that the laws of the United States are not violated.

I do not desire to discourage the Indians in their attempt to secure some benefit from what has heretofore been of but little value to them; on the contrary I am of the opinion that such arrangements when fairly made and honestly performed will aid the Indians not only in a financial way, but by inciting in them the desire to acquire and hold property as their white neighbors do.

I can but repeat in substance what I said to Mr. Fenlon in my letter of the 25th of April last, that the rights of persons holding agreements of the character you mentioned, when fairly made with the tribe, and for the benefit of all, will be protected so far as possible by the Department against the intrusion of persons who hold no such agreement, and are attempting to secure like privileges without the sanction of the Indians, and to see that justice is done to those holding such agreements, so long as the laws of the United States are not violated and the rights of the Indian respected.

Should I receive and approve your agreement or contract, as you request, the money to be paid under it must, in accordance with the provisions of the act before quoted, be paid into the Treasury of the United States. I think this might make trouble with the Indians, and it would be difficult to make the Indians understand that they were deriving actual benefit from the ownership of their reservation, as they would confound the money received for such use, if it reached them through the Treasury, with gratuities or annuities paid them by the Government.

For this and other reasons I cannot receive or approve of your agreement with the Indians in the manner and form you desire. But as it may be in the future necessary to have reference to it, for the purpose of settling any controversy that may arise between yourself and the Indians or the Department, I see no objection to your depositing it in the Indian Office for the purpose I have mentioned.

You must consider this letter in connection with the one written to Mr. Fenlon as expressing the views of the Department on the subject.

Very respectfully,

H. M. TELLER, *Secretary.*

H. B. DENMAN, Esq., *New York.*

[Enclosure No. 2.]

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8, 1883.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes, to consider the propriety of leasing a portion of our reservation, we, the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby authorize Juo. D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882.

Cheyennes.

BIG HORSE,	his x mark.	RED WOLF,	his x mark.
LITTLE BIG JAKE,	his x mark.	BIG MAN,	his x mark.
BOB TAIL,	his x mark.	BIG WHITE MAN,	his x mark.
WOLF FACE,	his x mark.	WOLF FEATHERS,	his x mark.
BLACK ROCK,	his x mark.	WOLF ROBE,	his x mark.
WHITE ANTELOPE,	his x mark.	LEFT HAND SQUAW,	his x mark.
HOWLING WOLF,	his x mark.	ELK HORNS,	his x mark.
PLENTY HORSES,	his x mark.	BULL,	his x mark.
FLUCCO,	his x mark.	ANTELOPE,	his x mark.
LITTLE CHIEF,	his x mark.	BAD FACE,	his x mark.
STAR,	his x mark.	WHIRLWIND,	his x mark.
WOLF CHIEF,	his x mark.	ROBERT BENT,	signed.

Arapahoes.

POWDER FACE,	his x mark.	COMING-IN-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE-EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
H. C. MANN.
JNO. F. WILLIAMS.
O. J. WOODARD.
T. CONNELL.
F. B. HUTCHINSON.

CHEYENNE AND ARAPAHOE AGENCY, I. T.,
January 8, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, Indian Territory, and Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents per acre per annum, payable semi-annually, we the undersigned chiefs and headmen of the Cheyenne and Arapahoe tribes of Indians, I. T., do hereby lease to the above-mentioned Albert G. Evans, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date the following described land:

Commencing at a point on the 100th meridian fifty-one miles south of the north-west corner of the Cheyenne and Arapahoe Reservation (Executive order Aug. 10th, 1869), thence running east forty-two miles to a point for place of beginning; thence running north twenty-one miles; thence east thirty-four miles to the west line of "unratified agreement with the Wichitas, Oct. 19th, 1872"; thence south on said line twenty-one miles; thence west thirty-four miles to place of beginning; containing four hundred and fifty-six thousand nine hundred and sixty acres (456,960), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated and in such manner as may be prescribed by the Secretary of the Interior or the Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of the said rental in cattle, at the cash value of said cattle at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person who shall meet with a person selected by said Albert G. Evans, his heirs or assigns, when the cattle are to be de-

livered, and shall then and there assess the value of all cattle so to be delivered, and if they cannot agree they, the parties so appointed, shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15th nor later than June 15th for the first delivery, and during the month of October for the second delivery in each year. And upon the delivery of said cattle by the said Albert G. Evans, his heirs or assigns, they shall all be counter-branded, and the brand so used shall be and remain in the possession of said Albert G. Evans, his heirs or assigns.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of fencing the land included in this lease and to use any timber necessary for said fences, and for all ranch buildings, corals, and fire-wood, but no privilege is granted to sell or dispose of any timber.

The said Albert G. Evans, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders. And it shall be the duty of the Indian Department and the Indians to see that the said Albert G. Evans, his heirs or assigns, shall have the exclusive privilege of holding cattle on within described tract of land as long as he or they shall faithfully comply with the terms of this lease.

At the expiration of said lease all improvements made on said land shall revert to and become the property of the Indians.

It is agreed and understood that the rent shall begin ninty days from the date of the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to this lease that the cattle and horses and other stock owned and held by the said Albert G. Evans, his heirs and assigns, on the above described land shall be held as guaranty for the prompt payment of the rental specified in this lease. And further that this lease shall be known as lease No. 6, as designated on the office copy of the Cheyenne and Arapahoe Agency map, on file at the agency office at the Cheyenne and Arapahoe Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE,	his x mark.	WOLF FEATHERS,	his x mark.
LITTLE BIG JAKE,	his x mark.	WOLF ROBE,	his x mark.
BOB TAIL,	his x mark.	LEFT HAND SQUAW,	his x mark.
WOLF FACE,	his x mark.	ELK HORNS,	his x mark.
BLACK ROCK,	his x mark.	BULL,	his x mark.
WHITE ANTELOPE,	his x mark.	ANTELOPE,	his x mark.
HOWLING WOLF,	his x mark.	LITTLE CHIEF,	his x mark.
PLENTY HORSES,	his x mark.	STAR,	his x mark.
FLUCCO,	his x mark.	WOLF CHIEF,	his x mark.
RED WOLF,	his x mark.	BAD FACE,	his x mark.
BIG MAN,	his x mark.	WHIRLWIND,	his x mark.
BIG WHITE MAN,	his x mark.	ROBERT BENT,	signed.

Arapahoes.

POWDER FACE,	his x mark.	COMING-ON-THE-ROAD,	his x mark.
LEFT HAND,	his x mark.	BLACK WOLF,	his x mark.
BIRD CHIEF,	his x mark.	BIG MOUTH,	his x mark.
TALL BEAR,	his x mark.	SITTING BULL,	his x mark.
BLACK CROW,	his x mark.	WHITE EYED ANTELOPE,	his x mark.
LITTLE RAVEN,	his x mark.	GRANT LEFT HAND,	his x mark.

In the presence of—
 A. C. MANN.
 JNO. F. WILLIAMS.
 O. J. WOODARD.
 T. CONNELL.
 F. B. HUTCHINSON.

ALBERT G. EVANS.

Witnessed by—
 PARK PULSIFER.
 HENRY L. NEWMAN.

I do hereby certify on honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same, and that they fully understood the meaning thereof, and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify on honor that the above lease, granted to Albert G. Evans for grazing purposes, has been granted in strict accordance with the request of the Cheyenne and Arapahoe Indians in council assembled, under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and that the same has been made subject to such regulations as may be made or prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Ind. Agent.

CHEYENNE AND ARAPAHO AGENCY, IND. T.,
Darlington, Ind. T., December 12, 1882.

We, the undersigned chiefs and head men of the Cheyenne and Arapaho tribes of Indians, Indian Territory, constituting the recognized authority of the tribe 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 or consideration, would respectfully represent the following for your consideration and action of the Commissioner of Indian Affairs, to wit:

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 one 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 good, if not better, returns than the land cultivated, and with less labor.

Now, we only ask the same privilege, and, in 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 own means and facilities, make it useful to ourselves by farming and grazing. And with an exposed line of over three hundred miles on our north and west, by large herds of cattle, by authority of the Cherokees on the north, and by 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 used 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 August 10, 1869, lying west of the reservation granted to the Wichita Indians by agreement dated October 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 two million four hundred thousand acres, said lease or leases to date from January 1st, 1883, or as soon thereafter as may be practicable, and to 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 the 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 to be paid for the use of said lands per annum, and for the purpose indicated shall not be less than 2 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 Arapaho 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 permit-

ted 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 corralls 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.

Cheyennes.

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.
FLUCCO, 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.

Arapahoes.

LEFT HAND, his x mark.
POWDER FACE, his x mark.
TAIL 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.

In presence of witnesses—
CHARLES E. CABBELL,
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.

GEO. BENT,
Interpreter.

CHEYENNE AND ARAPAHO AGENCY, IND. T., *December 12th, 1882.*

I hereby certify on honor that I was in attendance at the council named herein, and heard the Cheyenne and Arapaho 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.

CHEYENNE AND ARAPAHO AGENCY, IND. T., *December 12, 1882.*

[Inclosure No. 3.]

CHEYENNE AND ARAPAHO AGENCY, IND. T.,
January 8th, 1884.

In pursuance of a council held December 12th, 1882, by the chiefs and headmen of our tribes to consider the propriety of leasing a portion of our reservation.

We the undersigned, chiefs and headmen of the Cheyenne and Arapaho tribes of Indiana, I. T., do hereby authorize Jno. D. Miles to enter into and make arrangements to lease all or any portion of the land designated or mentioned in the proceedings of council of December 12th, 1882:

Cheyennes.

BIG HORSE, his x mark.
LITTLE BIG JAKE, his x mark.
BOB TAIL, his x mark.
WOLF FACE, his x mark.
BLACK ROCK, his x mark.
WHITE ANTELOPE, his x mark.
HOWLING WOLF, his x mark.
PLENTY HORSES, his x mark.
FLUCCO, his x mark.
RED WOLF, his x mark.
BIG MAN, his x mark.
BIG WHITE MAN, his x mark.

WOLF FEATHERS, his x mark.
WOLF ROBE, his x mark.
LEFT HAND SQUAW, his x mark.
ELK HORNS, his x mark.
BULL, his x mark.
ANTELOPE, his x mark.
LITTLE CHIEF, his x mark.
STAR, his x mark.
WOLF CHIEF, his x mark.
BAD FACE, his x mark.
WHIRLWIND, his x mark.
ROBERT BENT, signed.

Arapahoes.

POWDER FACE, his x mark.
 LEFT HAND, his x mark.
 BIRD CHIEF, his x mark.
 TALL BEAR, his x mark.
 BLACK CROW, his x mark.
 LITTLE RAVEN, his x mark.

COMING IN THE ROAD, his x mark.
 BLACK WOLF, his x mark.
 BIG MOUTH, his x mark.
 SITTING BULL, his x mark.
 WHITE EYED ANTKLOPE, his x mark.
 GRANT LEFT HAND, his x mark.

In the presence of—

H. C. MANN,
 JOHN F. WILLIAMS,
 O. J. WOODARD,
 T. CONNELL, and
 F. B. HUTCHINSON.

CHEYENNE AND ARAPAHO AGENCY, IND. T.,
 January 8th, 1883.

This agreement, made and entered into this 8th day of January, A. D. 1883, by and between the chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, Indian Territory, and Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, witnesseth:

That for and in consideration of the sum of two cents (2 cts.) per acre per annum, payable semi-annually, we, the undersigned, chiefs and headmen of the Cheyenne and Arapaho tribes of Indians, I. T., do hereby lease to the above-mentioned Robert D. Hunter, of St. Louis, Missouri, his heirs or assigns, for the term of ten years from this date, the following described land:

Commencing at a point on the northern boundary of the Cheyenne and Arapaho reservation (Executive Order Aug. 10, 1869), forty-two (42) miles east of the 100th meridian, or west line of the said reservation, thence running south thirty (30) miles, thence east thirty-four miles (34) to the west line of "unratified agreement with Wichitas, Oct. 19, 1872," thence north on said line to south bank of the main Canadian River, thence meandering the south bank of and up the main Canadian River to a point due south of Cottonwood Grove, thence north to north boundary line of Cheyenne and Arapaho Reservation, thence west on said north boundary line to the place of beginning, containing five hundred thousand acres (500,000), more or less.

The terms of this lease are as follows, to wit:

Payment of rent shall be made semi-annually to such person or persons as may be designated, and in such manner as may be prescribed by the Secretary of the Interior or Commissioner of Indian Affairs, with the consent of the Indians.

The Indians shall have the privilege of taking all or any portion of said rental in cattle, at the cash value of said cattle, at the time and place of delivery, and said cash value shall be determined as follows:

The Indian agent in charge shall appoint one person who shall meet with a person selected by the said Robert D. Hunter, his heirs or assigns, when the cattle are to be delivered, and shall then and there assess the value of all cattle so to be delivered. And if they cannot agree, they (the parties so appointed) shall select a third and disinterested person, and the decision of a majority of such board of appraisers shall fix or establish the price.

Said cattle shall only be delivered twice each year, to wit, not earlier than May 15 nor later than June 15 for the first delivery, and during the month of October for the second delivery, in each year.

And upon the delivery of said cattle by said Robert D. Hunter, his heirs or assigns, they shall all be counter-branded, and the brands so used shall remain and be in the possession of said Robert D. Hunter, his heirs or assigns.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of employing, under the direction of the agent in charge, any number of Indians as herders, and it shall be the duty of the Indian Department and the Indians to see that the said Robert D. Hunter, his heirs or assigns, shall have the exclusive privilege of holding cattle on the within described tract of land so long as he or they shall faithfully comply with the terms of this lease.

The said Robert D. Hunter, his heirs or assigns, shall have the privilege of fencing the land included in this lease, and to use any timber necessary for said fences and for all ranche buildings, corrals, and firewood, but no privilege is granted to sell or dispose of any timber.

At the expiration of said lease, all improvements made on said land shall revert to and become the property of the said Indians.

It is agreed and understood that the rent shall begin ninety days from the approval of this lease by the Secretary of the Interior.

It is further agreed by and between the parties to the lease that the cattle, horses, and other stock owned or held by said Robert D. Hunter, his heirs or assigns, on the above-described land, shall be held as guarantees for the prompt payment of the rental, as specified in this lease. And further, that this lease shall be known as lease No. 7, as designated on the office copy of the Cheyenne and Arapaho Reservation map, on file in the agency office at the Cheyenne and Arapaho Agency, Indian Territory.

In witness whereof we have hereunto set our hands this 8th day of January, A. D. 1883.

Cheyennes.

BIG HORSE, his x mark.
LITTLE BIG JAKE, his x mark.
BOB TAIL, his x mark.
WOLF FACE, his x mark.
BLACK ROCK, his x mark.
WHITE ANTELOPE, his x mark.
HOWLING WOLF, his x mark.
PLENTY HORSES, his x mark.
FLUCCO, his x mark.
RED WOLF, his x mark.
BIG MAN, his x mark.
BIG WHITE MAN, his x mark.

WOLF FEATHERS, his x mark.
WOLF ROBE, his x mark.
LEFT HAND SQUAW, his x mark.
ELK HORNS, his x mark.
BULL, his x mark.
ANTELOPE, his x mark.
LITTLE CHIEF, his x mark.
STAR, his x mark.
WOLF CHIEF, his x mark.
BAD FACE, his x mark.
WHIRLWIND, his x mark.
ROBERT BENT, signed.

Arapahoes.

POWDER FACE, his x mark.
LEFT HAND, his x mark.
BIRD CHIEF, his x mark.
TAIL BEAR, his x mark.
BLACK CROW, his x mark.
LITTLE RAVEN, his x mark.

COMING ON THE ROAD, his x mark.
BLACK WOLF, his x mark.
BIG MOUTH, his x mark.
SITTING BULL, his x mark.
WHITE-EYED ANTELOPE, his x mark.
GRANT LEFT HAND, his x mark.

In the presence of—

H. C. MANN,
JNO. F. WILLIAMS,
O. J. WOODARD,
T. CONNELL, and
F. B. HUTCHINSON.

ROBERT D. HUNTER.

Witnessed by—

PARK PULSIFER and
HENRY L. NEWMAN.

I hereby certify upon honor that I have fully explained to the Indians who have signed the above lease the nature and character of the same; and that they fully understood the meaning thereof; and that I witnessed their signatures to the same.

GEO. BENT,
Interpreter.

I hereby certify on honor, that the above lease granted to Robert D. Hunter for grazing purposes, has been granted in strict accordance with the request of the Cheyenne and Arapaho Indians in council assembled under the date of December 12th, 1882 (copy hereto annexed), and that the conditions and specifications of this lease have been fully explained and accepted by them, and the same has been made subject to such regulations as may be made and prescribed by the Secretary of the Interior and the Commissioner of Indian Affairs.

JNO. D. MILES,
Indian Agent.

CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. Ter., December 12, 1882.

We the undersigned, Chiefs and Headmen of the Cheyenne and Arapaho tribes of Indians in the 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 to your consideration and action of the Commissioner of Indian Affairs, viz:

The usual scarcity of rainfall in this locality renders agricultural pursuits very un-

certain and unprofitable, and as our people cannot (as experience has taught them) rely upon securing a crop oftener than about one 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 while passing through the States and upon 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 land cultivated, and with less labor.

Now, we only ask the same privilege, and in 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 by 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 own 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 on the pan-handle of Texas, it is impossible to prevent cattle from grazing upon our reservations, for which we receive no compensation.

Now, in order that this grass may be used for our benefit and in conformity with the inferred privilege vouchsafed to the various Indian tribes, as set forth in Sec. 2117 Revised Statutes, we would respectfully request that authority be given to carry out the following request, to wit:

To lease to some responsible party or parties that portion of our reservation described in Executive Order dated Aug. 10th, 1869, lying west of the reservation assigned to the Wichita Indians, by agreement under date October 19th, 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 1st, 1883, or as soon thereafter as may be practicable, and to continue for a term of not less than five nor more than fifteen years, subject to be revoked by the Hon. Commissioner of Indian Affairs, with the approval of the Hon. Secretary of the Interior, at any time the necessity of our tribes may require, or our relations with the Government may be changed.

After granting the lease or leases covering the land embraced in the above request, we will still have ample country to accommodate our present herds, and on which are located all the farms 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 (2 cts.) 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 Arapaho 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 twenty to thirty miles square, so as to inclose 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.

Cheyennes.

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.
FLUCCO, 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.

Arapahoes.

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.

Witnesses:

CHAS. E. CAMPBELL,
 W. W. CHARLES.

I hereby certify on honor that I was present at the council herein named and heard the Cheyenne and Arapaho 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 tribes on this subject, and that the request is made at their own investigation, and purely as a matter of business, looking to their own advantage.

JOHN D. MILES,
Indian Agent.

CHEY. & ARAP. AGENCY, I. T., Dec. 12th, 1882.

[Endorsement.]

DEPARTMENT OF THE INTERIOR,
 Dec. 10th, 1884.

Respectfully referred to the Commissioner of Indian Affairs.

GEORGE M. LOCKWOOD,
Chief Clerk.

ST. LOUIS, July 10, 1883.

DEAR SIR: On the 28th ultimo I wrote you inclosing copies of leases from Indians to Col. Hunter and Captain Evans, and asked for a reply from you stating your views of such leases, &c. As so long a time has elapsed since writing said letter and no reply having been received, I fear you may not have seen it.

Please let me hear from you.

Yours truly,

H. M. POLLARD.

Hon. H. M. TELLER,
Secretary Interior.

BOUNDARY LINES BETWEEN CHEYENNE AND ARAPAHO AND KIOWA, COMANCHE AND APACHE RESERVES, INDIAN TERRITORY.

UNITED STATES INDIAN SERVICE,
 CHEYENNE AND ARAPAHO AGENCY,
 Darlington, Ind. T., November 17, 1883.

SIR: The Kiowa and Wichita Indians having made objection to the survey of the boundary lines running east and west and north and south, dividing the Kiowa, Comanche and Apache and Wichita reservation, which is now being prosecuted by parties who have leased lands from the Cheyenne and Arapaho Indians for grazing purposes, it was suggested by Inspector R. S. Gardiner that representatives of the Kiowa tribe proceed to Cheyenne and Arapaho Agency, in company with Agent Hunt and himself, to confer with the Cheyennes and Arapahoes and their agent, with the view that a fair understanding be arrived at concerning said lines.

At a full council of the said Cheyenne and Arapaho Indians and representatives of the Kiowa tribe, the boundary question was fully explained by Inspector Garduer, after which the Indians were given opportunity to express their views and feelings on the subject. The Cheyennes and Arapahoes expressed themselves as being well satisfied with the reservation by boundaries as described in "Executive order, dated August 10, 1869," less the amount assigned the Wichitas by an "unratified agreement, dated October 19, 1872," and were willing to abide by its results.

The Kiowas, however, object very decidedly to the survey of the *air line* from the Wichita to the North Fork of Red River, claiming that it cuts off a strip about 12 miles in width from the north side of their reservation, on which some of them are now camped.

With the view to establish the exact *point* "in the middle of the main channel of the Wichita River, 30 miles west from Old Fort Cobb," where the said east and west boundary line leaves the Wichita River, thence west to where it strikes the North

Fork of Red River; and to settle a question of no small importance now in dispute between these Indians, it is respectfully submitted that the Department designate some Government surveyor to proceed without delay to establish *this point*, and to survey the said line west to the North Fork of Red River, and also to survey the line from *this point* north to the main Canadian River, all in the Indian Territory.

Very respectfully,

JNO. D. MILES,
Indian Agent.
P. B. HUNT,
Indian Agent.

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

CHEYENNE AND ARAPAHO AGENCY, INDIAN TERRITORY,
November 17, 1883.

I respectfully recommend that the request of Agent Miles and Hunt be granted, and that the *point* be established and the survey made.

ROBERT S. GARDNER,
United States Indian Inspector.

DEPARTMENT OF INTERIOR, OFFICE INDIAN AFFAIRS,
December 3, 1883.

SIR: I have received a joint letter from Agent Hunt and yourself, dated the 17th ultimo, relative to a dispute existing between the Kiowa and Comanche and the Cheyenne and Arapaho Indians as to the dividing line between their respective reservations, the former contending that the northern boundary line of their reservation as now defined, from the Wichita to the North Fork of Red River, cuts off a strip about 12 miles in width on the north side, on which some of them are now camped.

You recommend that with a view to settlement of the dispute the Department designate a Government surveyor to establish the initial point "in the middle of the main channel of the Wichita River, 30 miles west from Old Fort Cobb" (as described in the treaty with the Kiowas and Comanches of October 2, 1867, 15 Stats., 581), and to survey the said line west to the North Fork of Red River, and also to survey the line from this point north to the main Canadian River.

In reply, I have to say that the exterior boundary lines of both the Kiowa and the Wichita Reservations have been surveyed and established—the Kiowa in 1874 and the Wichita in 1873-74—and copies of the field-notes are on file in this office. The boundaries are defined on the Government map of the Indian Territory, and (except as to the eastern boundary, which is designated by the 98th meridian, as will appear on a new map now being prepared) are believed to be correct. I see no reason whatever for recommending to the Department that a resurvey should be made, even if there are any funds available for the purpose, which there are not.

The Kiowas, who are said to be camped outside the northern boundary, should be required to reside on their reservation.

In reference to that portion of your letter which states that parties who have leased lands from the Cheyenne and Arapaho Indians are now prosecuting a survey of the dividing line between the reservation of those Indians and that of the Kiowas, your attention is called to section 2118, Revised Statutes, making it a penal offense to survey Indian lands.

Duplicate of this letter has been sent to Agent Hunt.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian agent, Cheyenne and Arapaho Agency, Indian Territory.

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

SIR: I have received a joint letter from Agent J. D. Miles and yourself, dated the 17th ultimo, relative to a dispute existing between the Kiowa and Comanche and the Cheyenne and Arapaho Indians as to the dividing line between their respective reser-

vations, the former contending that the northern boundary line of their reservation, as now defined from the Washita to the North Fork of Red River, cuts off a strip about 12 miles in width on the north side, on which some of them are now camped. You recommend that, with a view to settlement of the dispute, the Department designate a Government surveyor to establish the initial point "in the middle of the main channel of the Washita River, 30 miles west from Old Fort Cobb," as described in the treaty with the Kiowas and Comanches of October 2, 1867 (15 Stat., 581), and to survey the said line west to the North Fork of Red River, and also to survey the line from this point north to the main Canadian River.

In reply, I have to say that the exterior boundary lines of both the Kiowa and Wichita Reservations have been surveyed and established—the Kiowa in 1874, the Wichita in 1873-'74—and copies of the field notes are on file in this office. The boundaries are defined on the Government map of the Indian Territory, and (except as to the eastern boundary, which is designated by the 98th meridian, as will appear on a new map now being prepared) are believed to be correct. I see no reason whatever for recommending to the Department that a resurvey should be made, even if there were any funds available for the purpose, which there are not. The Kiowas, who are said to be camped outside the northern boundary, should be required to reside on their reservation.

In reference to that portion of your letter which states that parties who have leased lands from the Cheyenne and Arapaho Indians are now prosecuting a survey of the dividing line between the reservation of those Indians and that of the Kiowas, your attention is called to section 2118, Revised Statutes, making it a penal offense to survey Indian lands.

Duplicate of this letter has been sent to Agent Miles.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,

United States Indian Agent, Kiowa, Comanche, and Wichita Agency, Indian Territory

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. Ter., December 13, 1883.

SIR: Referring to your communication of 3d instant, "L. 21-485, 83," "relative to a dispute existing between the Kiowa, Comanche, and Cheyenne and Arapaho Indians as to the dividing lines between their respective reservations, &c.," I have the honor to inclose herewith copy of letter from this office, dated 8th instant, addressed to Agent Hunt on this subject, and also Agent Hunt's reply (copy) thereto, dated 10th instant; and in order to proceed to settle said dispute, I would respectfully ask that this office be furnished with a copy of the "field notes" now on file in your office, which define the exterior boundaries of the Kiowa and Wichita Reservations, in order that this office may be able to designate the same to the Indians of this agency as they have been established. The office will observe the necessity of some fixed object as a starting point, such as a "corner stone," "mound," or "marked tree," as imaginary lines will not convince or satisfy the Kiowa Indians.

I have not so construed the running of these division lines as being in violation of "section 2118, Revised Statutes," as the only object sought after is the effort to ascertain where the line is located which has already been established by the Government, and that each tribe of Indians may not encroach upon each other. Similar survey work is being prosecuted on the Cherokee strip, and has been going on by authority of the military in fixing the boundary lines around the military reservation at Fort Reno, Indian Territory, on this reservation. The mark or "corner-stones" of the Government survey are so near all gone and so indistinct that in order to arrive at an intelligent conclusion as to the exterior boundaries it is absolutely necessary to employ a skilled surveyor. If, as you indicate, there are no funds applicable for the employment of a Government surveyor to perform the work indicated in our joint letter of the 17th ultimo, I will submit that the Indians of this agency are so anxious to have this matter settled peaceably that they authorize me to say that they will pay the surveyor, and only ask that you designate the man.

Very respectfully,

JNO. D. MILES,
Indian Agent.

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

[Inclosure No. 1.]

UNITED STATES INDIAN OFFICE SERVICE,
CHEYENNE AND ARAPAHOE AGENCY,
Darlington, Ind. Ter., December 8, 1883.

DEAR SIR: I presume you are in receipt of Department letter of the 3d instant relating to the fixing of the reservation lines dividing the Kiowa, Comanche and Wichita, and Cheyenne and Arapahoe lands, and referring to our joint letter on this subject. If the field notes referred to as being on file in the office *fully designates* by some fixed *object* the *point* of verging where it leaves the Washita River, then there is something tangible to *lay hold of* in deciding the question. Otherwise we are just as much at sea as ever, so far as will enable us to satisfy your Indians. I do not so construe or interpret the effort of the recent survey party as being in violation of sec. 2118, Rev. Stats., the only object being to ascertain the exact location of an *imaginary* line dividing two reservations, and for the benefit and interests of the Indians only. Of course our Indians are willing to accept as correct and binding the lines as they *have been fixed and established* by the Department, and we only seek to find where that line is. In the meantime we shall expect the Indians of your agency, the Kiowas, "who are said to be camped outside the northern boundary, should be required to reside on their reservation."

Let us hear from you.

Very respectfully,

JOHN D. MILES,
Indian Agent.

Agent P. B. HUNT,
Kiowa, Comanche and Wichita Agency.

[Inclosure No. 2.]

UNITED STATES INDIAN SERVICE,
K., C. AND W. AGENCY,
Anadarko, Ind. Ter., December 10, 1883.

SIR: I have your letter of the 8th instant. You claim some of the Kiowa Indians are in the Cheyenne and Arapahoe reservations. The Kiowas claim they are on their own reservation, and if you will show me that they are not, by pointing out the division line, I will endeavor to comply with your request and keep my Indians off the Cheyenne and Arapahoe land.

Very truly, yours,

P. B. HUNT,
Indian Agent.

JOHN D. MILES,
United States Indian agent, Darlington, Ind. Ter.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 26, 1883.

SIR: In reply to your letter of the 13th instant I this day forward you by mail copies of the field notes of the survey of the exterior northern boundary line of the Kiowa, Comanche and Apache Reservation, from the point where said line leaves the Washita River, thence due west to the North Fork of Red River, as defined by the treaty with those Indians October 21, 1867 (15 Stats., 582), to aid you in designating the boundary line as established to the Indians of your agency.

The field notes sent include the following townships, viz:

1. Township 8, range 14 west, I. M.
2. Township 8, range 15 west, I. M.
3. Township 8, range 16 west, I. M.
4. Township 8, range 17 west, I. M.
5. Township 8, range 18 west, I. M.
6. Township 8, range 19 west, I. M.
7. Township 8, range 20 west, I. M.
8. Township 8, range 21 west, I. M.

If upon investigation it should be found that the monuments of the Government survey are so near all gone, or are so indistinct as to be practically worthless for the purposes for which they were set up, you will report the facts to this office, in order that steps may be taken to have them restored.

You will please see that the copies of field notes herewith sent are carefully preserved, and return them to this office as soon as they can be dispensed with, in order that the full set may be transmitted to the Kiowa, Comanche and Apache Agency, where they properly belong.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
United States Indian agent, Cheyenne and Arapahoe Agency, Darlington, Ind. Ter.

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

SIR: Under date of the 20th ultimo, United States Indian Inspector Benedict reported to this Department as follows:

“* * * The Kiowas, Caddoes, and other agency Indians appear to not understand the lines dividing the Cheyenne and Arapahoe Agency from theirs. I explained to them the provisions of the treaty and the map of the Indian Territory relating to their reservation as defined by the Hon. Commissioner of the General Land Office; they don't understand it in that way, but claim a strip of land about 12 miles further north than the present boundary lines give them. Would respectfully recommend that the lines be definitely located, and the starting points west and north from Wichita River be properly and permanently monumented in such manner by authorized Government surveyors as will forever settle the point in controversy.” * * *

The boundaries of the Kiowa, Comanche and Apache, Cheyenne and Apache, and Wichita, Caddo, and other affiliated tribes' reservations are designated in the several treaties, &c., under which they are created, as follows:

Kiowa, Comanche, and Apache. Reserve, treaty, October 21, 1867. (15 Statutes at Large, 582.)

“Commencing at a point where the Washita River crosses the 98th meridian west from Greenwich; thence up the Washita River, in the middle of the main channel thereof, to a point 30 miles by river west of Fort Cobb, as now established; thence due west to the North Fork of Red River, provided said line strikes said river east of the 100th meridian of west longitude; if not, then only to said meridian line; and thence south on said meridian line to the said North Fork of Red River; thence down said North Fork in the middle of the main channel thereof, from the point where it may be first intersected by the lines above described to the main Red River; thence down said river, in the middle of the main channel thereof, to its intersection with the 98th meridian of longitude west from Greenwich; thence north on said meridian line to the place of beginning.” * * *

Cheyenne and Arapahoe Reserve. (Executive order, August 10, 1869.)

“Commencing at the 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 (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 2, 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 Kiowa 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, in the middle of the main channel thereof, to the place of beginning.”

Wichita Reserve (unsatisfied agreement, October 19, 1872).

“Commencing at a point in the middle of the main channel of the Washita River where the 98th 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 98th meridian, thence due south to the place of beginning.”

It appears from correspondence on file in this office that the Kiowa Indians object

very decidedly to the survey of the *air line* from the Washita to the North Fork of Red River, claiming that it cuts off a strip about 12 miles in width from the north side of their reservation, on which some of them are now camped, and it is for the purpose of establishing the exact "point" in the middle of the main channel of the Washita River, 30 miles west from old Fort Cobb (as defined by the treaty with the Kiowas, &c., of October 21, 1867), where the said east and west boundary line leaves the Washita River, thence west to where it strikes the North Fork of Red River (which is the line in dispute between the Indians), that the survey is desired.

Inasmuch as there are no funds at the disposal of this office from which the expenses of such a survey can be defrayed, I have the honor to recommend that the honorable Secretary of War be requested to cause some competent officer of the Army to be detailed to establish the point aforesaid, and to survey the said line (or exterior northern boundary of the Kiowa reserve) west to the North Fork of Red River, and also to survey the line from said point north to the main Canadian (or western boundary of the Wichita reserve), and to designate said lines by such proper and durable monuments as will permanently settle the controversy.

I inclose a copy of this report, also a copy of the latest map of the Indian Territory, issued by the General Land Office, showing the boundaries of the reservations in question as now defined and understood.

Copies of the field notes of the general survey of the Indian Territory, so far as the same indicate the exterior northern boundary of the Kiowa reserve, made in 1874, under the direction of the General Land Office, have been transmitted to Agent Miles, at the Cheyenne and Arapaho Agency.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 29, 1883.

SIR: In connection with office letter to you of the 26th instant, transmitting copy field notes of survey of the Indian Territory, so far as the same tend to indicate the exterior northern boundary line of the Kiowa, Comanche, and Apache Reservation, I have further to say that under date of the 28th instant I have recommended to the Department that a competent officer be detailed, under authority of the War Department, to survey said line from the "point" in the Washita, thence west to the North Fork of Red River, and also to survey the line from said point, north to the Canadian, and to permanently mark the same, with the view of settling the question in dispute between the Indians of the respective reservations.

I would therefore suggest that you take no steps in the matter until the War Department is heard from.

Very respectfully,

H. PRICE,
Commissioner.

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

DEPARTMENT OF THE INTERIOR,
Washington, December 31, 1883.

SIR: I have the honor to transmit herewith a copy of a letter dated the 28th instant, from the Commissioner of Indian Affairs, recommending, for reasons therein assigned, that an officer of the Army be detailed, under authority of your Department, to survey the exterior northern boundary of the Kiowa, Comanche, and Apache Reservation in the Indian Territory between the points named in the Commissioner's letter, as also the western boundary of the Wichita Reservation, running north from the Washita to the main Canadian River, as therein also mentioned.

In this recommendation I have the honor to concur, and to request that you will cause the necessary orders to issue in the premises.

Very respectfully, your obedient servant,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

S. EX. 17—8

WAR DEPARTMENT,
Washington City, February 8, 1884.

SIR: I have the honor to acknowledge the receipt of your letter of December 31, inclosing a copy of one of December 28 last from the Commissioner of Indian Affairs, recommending that, with the view to the settlement of an existing controversy, an officer of the Army be detailed to survey the exterior northern boundary of the Kiowa, Comanche, and Apache Reservation in the Indian Territory between certain described points, in which recommendation you express concurrence, and ask that the necessary orders in the premises be issued.

In reply, I beg to state that, the matter having been carefully considered with the view of ascertaining what expense would attend the desired survey, it is found that the attendant expense would be about as follows:

2 assistant recorders, 1 month, at \$100 per month	\$200 00
Telegraph operators.....	50 00
2 observatory attendants, 1 month, at \$45 each per month	90 00
Lamp oil, &c	75 00
2 chainmen, 2 rodmen, 1½ months, at \$60 each per month	360 00
2 axmen, 1½ months, at \$45 each per month	135 00
Monuments (5 miles apart)	40 00
Incidental expenses	50 00
Transportation to Fort Reno and return for 7 men, at \$24.10 each.....	168 70
Total.....	1,168 70

This Department can provide a detail of two officers of the Army for the scientific work, and also a four-mule wagon, for the transportation of provisions, tents, and instruments while in the field, the cost of which can be borne from the appropriation for the support of the Army; but it will be necessary for your Department to provide for the other expenses above mentioned, aggregating \$1,168.70, as this Department has no funds under its control applicable to the purpose in view.

Please advise me of your further wishes in the matter.

Very respectfully, your obedient servant,

ROBERT T. LINCOLN,
Secretary of War.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 21, 1884.

SIR: Referring to office letter of the 29th December last, relative to the survey of the exterior northern boundary line of the Kiowa, Comanche, and Apache Reservation, I have now to inform you that upon application to the War Department for the detail of an officer of the Army to survey said line, the honorable Secretary of War, in a letter to the honorable Secretary of the Interior, dated the 8th instant, proffers the readiness of the War Department to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be borne from the appropriation for the support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of \$1,168.70.

As this Department has no funds under its control applicable to that purpose, I do not see that anything further can be done in the matter at present.

Very respectfully,

H. PRICE,
Commissioner.

JOHN D. MILES, Esq.,
*United States Indian Agent,
Cheyenne and Arapaho Agency,
Darlington, Indian Territory.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 21, 1884.

SIR: Referring to previous correspondence had with you on the subject of the survey of the exterior northern boundary line of the Kiowa, Comanche, and Apache reserve, I have now to inform you that upon application to the War Department for

the detail of an officer of the Army to survey said line, the Hon. Secretary of War, in a letter to the Hon. Secretary of the Interior, dated the 8th instant, proffers the readiness of the War Department to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be borne from the appropriation for support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of \$1,168.70.

As this Department has no funds under its control applicable to that purpose, I do not see that anything further can be done in the matter at present.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
*U. S. Indian Agent, Kiowa, Comanche, and Wichita Agency,
Anadarko, Indian Territory.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 21, 1884.

SIR: Referring to a suggestion informally made by you some days back, that the exterior northern boundary line of the Kiowa, Comanche, and Apache reserve, which divides it from the Cheyenne and Arapaho reserve, might possibly be surveyed through the agency of the War Department, I have now to inform you that upon application to that Department for the detail of an officer of the Army to survey said line, the honorable Secretary of War, in a letter to the honorable Secretary of the Interior, dated the 8th instant, proffers the readiness of the War Department to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be defrayed from the appropriation for support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of \$1,168.70.

As the Department has no funds under its control applicable to that purpose, I do not see that anything further can be done at present.

Very respectfully,

H. PRICE,
Commissioner.

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

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., February 22, 1884.

SIR: Referring to office letter dated December 29, 1883, "L. 22924, 1883," relating to the boundary lines between Cheyennes and Araphoes, and Kiowas, Comanches, and Wichitas, and "with the view to settling the dispute between the Indians," I would respectfully ask if the War Department has been heard from.

This question should be settled at once, and I fully concur with your views in the request to have the survey made under the direction of the War Department.

Very respectfully,

JNO. D. MILES,
Indian Agent.

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

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., March 6, 1884.

SIR: Replying to office letter dated 21st ultimo, "L. 2874, 1884," relative to the survey of the lines dividing the Kiowa, Comanche, and Wichita, and Cheyenne and Arapaho reservations, in which you inform me that War Department "proffers its readiness to provide a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which can be borne from the appropriations for the support of the Army, but states that it will be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the

sum of \$1,168.70," and in which you say, "As this Department has no funds under its control applicable to that purpose, I do not see that anything further can be done in the matter at present."

I now have to inform you that the above amount, \$1,168.70, has been placed to my disposal and is available at any moment for the purpose indicated in your letter, and at any time the officers thus detailed can be placed in possession of these funds.

In order that the dispute now existing between the Indians of *this* and the Kiowa, Comanche, and Wichita as to the exact location of the division lines, and have the honor to request that the detail be made at the earliest practicable date, in order that the survey be promptly made. I am sure prompt action will save trouble.

Very respectfully,

JNO. D. MILES,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 17, 1884.

SIR: Referring to office letter of the 28th December last, recommending that the honorable Secretary of War be requested to cause some competent officer of the Army to be detailed to resurvey the exterior northern boundary of the Kiowa, Comanche, and Apache reserve, also the western boundary of the Wichita reserve, in the Indian Territory; also to a letter from the honorable Secretary of War to the Department of the 8th ultimo, proffering the readiness of his Department to furnish a detail of two officers for the scientific work, and certain facilities for transportation whilst in the field, the cost of which could be borne from the appropriation for the support of the Army, but stating that it would be necessary for this Department to provide for certain incidental expenses enumerated, amounting to the sum of \$1,168.70, I have the honor to state that on the 21st ultimo I caused Agents Miles and Hunt, respectively, to be advised of such communication, and informed them that as there were no funds at the disposal of the Department applicable to the payment of such incidental expenses, nothing further could be done in the matter of survey at present.

I now inclose a copy of a letter received from Agent Miles, dated the 6th instant, wherein, referring to said office letter of the 21st ultimo, he states:

"I now have to inform (you) that the above amount, \$1,168.70, has been placed at my disposal, and is available at any moment for the purpose indicated in your letter, and at any time the officers detailed can be placed in possession of these funds.

"In order that the dispute now existing between the Indians of this and the Kiowa, Comanche, and Wichita (reservations), as to the exact location of division lines, I have the honor to request that the detail be made at the earliest practicable date, in order that the survey be promptly made.

"I am sure prompt action will save trouble."

It will be observed that Agent Miles does not state from what source the fund in question is derived, and in view of the peculiar circumstances of the case, I respectfully submit the matter for the decision of the Department as to what further action shall now be taken in the premises.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, March 18, 1884.

SIR: I have considered your report of the 17th instant, on the subject of the survey of the boundary line between the Kiowa and Comanche and the Wichita reservations, for which there is no appropriation available, and asking what further action shall now be taken in view of Agent Miles's statement that the necessary funds, \$1,168.70, have been placed at his disposal, without stating from what source the funds are received.

Incidental expenses to the amount above named, which may be incurred in the prosecution of the work, would have to be paid by this Department, as shown by the War Department.

There is no appropriation to the credit of this Department applicable to the payment of such expenses; to incur such expenses in the absence of appropriation is a violation of law.

The matter in dispute is of too great importance to the Indians and to the general public to warrant this Department in authorizing it to be done by the aid of means furnished by private individuals whose names and their interest in the matter are not made known.

Unless such full information is furnished as will enable this Department to judge of the propriety of the whole matter, the work will not be authorized.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 10, 1884.

SIR: We desire again to call attention to the question of surveying the lines between the Cheyenne, Arapaho, and Wichita Indians' lands on one side and the Kiowas and Comanches on the other, in the Indian Territory.

Our association has the money, and will pay the entire cost and expense of the survey.

We desire these lines run, and at once, for the following reasons: The Kiowas and Comanches are daily passing north of what we believe to be their north line, and are not only disturbing the Cheyennes, Arapahoes, and Wichitas, and committing depredations on their stock, but they are also stealing, driving off, and killing our stock on pastures occupied by us with the consent of said last-named tribes.

They are committing these depredations under the pretense that they are still on their own land, and that the stock so taken is trespassing thereon; and until these lines are located by the Government, they will, we fear, continue to make trouble.

We are, very respectfully, your obedient servants,

THE CHEYENNE AND ARAPAHO LIVE STOCK ASSOCIATION,
By H. M. POLLARD,
Its Agent and Attorney.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 15, 1884.

SIR: Referring to Department letter of the 18th ultimo, on the subject of the survey of the boundary-line between the Kiowa and Comanche and Wichita and Cheyenne and Arapaho reservations, wherein it is stated that the matter in dispute is of too great importance to the Indians and the general public to warrant the Department in authorizing it to be done by the aid of means furnished by private individuals whose names and their interests in the matter are not made known, and that unless such full information is furnished as will enable the Department to judge of the propriety of the whole matter, the work will not be authorized, I have the honor to inclose herewith, for your further consideration in connection with the subject involved, a copy of a letter filed in this office on the 10th instant by Mr. H. M. Pollard, agent and attorney for the Cheyenne and Arapaho Live Stock Association, which appears to supply the information required.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, April 17, 1884.

SIR: I have considered your report of the 15th instant, submitting copy of statement of H. M. Pollard, agent and attorney for the Cheyenne and Arapaho Live Stock Association, as to the survey of the dividing line between the Cheyenne and Arapaho and the Kiowa and Comanche and Wichita Indian reservations, and their willingness to bear the expense of such survey, for reasons therein stated.

I am not prepared to allow this survey to be done by the parties named, nor under their direction, nor at their expense.

It is of great importance that the line should be properly run, and it should be done by the Government, and not at the expense of private individuals.

Very respectfully,

H. M. TELLER,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY, INDIAN TERRITORY,
April 12, 1884.

SIR: I beg leave to be informed when the surveying party intend to establish the south line of this reservation. The Cheyenne and Arapaho Indians say that this matter should be settled at once, as the Indians south of here are continually occupying part of this country, and encourage lawlessness. If the lines are established it is thought that the Indians can be kept on their own lands, as they respect the decisions of the Government.

I am, very respectfully,

D. B. DYER,
Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
April 22, 1884.

SIR: In reply to your letter of the 12th instant, inquiring whether the surveying party intend to establish the south line of the Cheyenne and Arapaho reservation, I inclose a copy of the honorable Secretary's letter to this office, of the 17th instant, in which, referring to a recent proposition of the Cheyenne and Arapaho Live Stock Association, relative to such survey, he states that whilst it is of importance that the line should be properly run, the survey can only be made by the Government and not by or at the expense of private individuals. At the present time there are no funds at the disposal of the Department applicable to the purpose.

Very respectfully,

H. PRICE,
Commissioner.

D. B. DWYER, Esq.,
*United States Indian Agent, Cheyenne and
Arapaho Agency, Darlington, Ind. T.*

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., July 1, 1884.

SIR: Referring to a joint letter of Agent John D. Miles and myself, of November 17, 1883, I have the honor to again call your attention to the boundary-line between the Kiowa and Comanche and the Cheyenne and the Arapaho reservations.

There can be no peace until this line is definitely fixed by proper landmarks, so I feel it is my duty to again urge that the military be requested to send a competent officer to establish the line, and also the meridian of $98^{\circ} 40'$ between the Washita and the Canadian Rivers. If done by the military I feel quite sure it will be respected by the Indians.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

KIOWA, COMANCHE, AND APACHE RESERVE, INDIAN TERRITORY.

WASHINGTON, D. C., *December 1, 1883.*

DEAR SIR: I make this application to you in regard to leasing a part of the Kiowa, Comanche, and Wichita reservation. Starting at a point on the west line of the Chickasaw Nation, and run a western direction to a point on the north fork of Red River, taking the southern portion of the reservation, the line to run near Fort Sill on the south. The proposed line will start from the Chickasaw line at a point where the stage road from Fort Sill to Fort Arbuckle crosses the said Chickasaw line, and follow said road to Fort Sill; then a western direction to a point on the north fork of Red River. Said land is of no benefit to said Indians, as most of them live north of the proposed line. The Indians have no stock of account on this part of the reservation. Will file a contract made with the Indians at an early day in your office. I have lived in the Indian Territory for some time; know most of the Indians—all of any note. I am so situated as to get along on good and friendly terms with the Indians, allowing them the same rate per acre as the Cheyennes and Arapahoes receive for their lands leased. This would bring them in a considerable revenue, where they do not receive a cent as it is now. A few white men live on this part of the reservation. The Indians receive nothing from them. The amount they receive for the lease will be a net profit to them.

Hoping your honor will take this matter into consideration, and allow me the same privilege as others that have leased of other Indians in this Territory, will comply strictly with the contract, and will be governed entirely by your orders as to the manner and time of payment, and in all things conform strictly to your instructions in the matter. Hoping this to receive your attention as early as possible, with an answer to me.

I am, most respectfully, yours, &c.,

AB. B. WALKER & CO.,
Anadarko, Ind. T.

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

KIOWA, COMANCHE, AND WICHITA AGENCY,
Indian Territory, February 5, 1884.

SIR: Tab-a-nan-a-ka and White Wolf are here and want to send their talk to you, and to tell the Secretary what they think about leasing their grass. They say when they were at Washington they had a talk with him, and told him they were there to talk about their land. They were told that this country was given to them, and that no one would take any of it from them; that they ought to take good care of it, and for that reason we do not want to lease, but want to keep it for our own use. We think more than half are opposed to it. Tab-a-nan-a-ka says we called a council amongst ourselves, and a good many were opposed to it, but the parties who wanted to lease would not wait to hear what they had to say, but jumped up and commenced to halloo, and ran off. Another thing we wish to speak about is, that white men's cattle are crowding along the lines of our country and eating our grass, and we cannot help ourselves.

While in Washington we were told that the cattle should be moved out of the country if we wished it, but now we can hardly find a place to hold our own little bunches of cattle, on account of all the grass being grazed and burned off.

White Wolf says when we were at Washington we were well pleased with the talk we had with the Secretary, but on arriving at home he was taken sick and was not able to look after the interests of our country for a long time, but after getting well we requested the agent to have the cattle kept off our country, but he has not succeeded yet.

Tab-a-nan-a-ka says he wanted to go and put the cattle off, but did not go because he did not want to get in trouble. We want to do what Washington wants us to do, but the Qua-had-das are an unsettled band, and want to run around all the time; they don't settle down like the rest of us, and don't farm or try to do anything like the rest of us.

We think that Fox and Cleveland are crowding things on us. They come up and embrace us and say give us some grass.

We think that as Cleveland is in the store here he should be satisfied with that without grass, or get out of the country.

We think Fox is doing us no good, and we think he should stop bothering us.

We think Qua-nah is bought by the cattle men, and don't come and talk with the rest of us chiefs.

Frizzle Head says he will talk for the Kiowas; he is satisfied a majority of them are opposed to the lease.

Fox and Cleveland are like two little boys, and he is afraid they will cause trouble amongst our people if they don't stop.

The most of our chiefs are opposed to the lease, and he thinks it ought to be stopped for awhile. We have not much land left, and love it as we do our flesh, and would not think of selling our grass any quicker.

We have sent our children off to school, and when they learn the white man's road and what is best for us to do, and they say it is best, then we will be ready to lease. He used to have a heart like stone, but now he has some feeling for his people, and whenever Washington talk comes here he always tells it to the young men and advises them to do as they are instructed, but the Qua-had-das don't do that; they have but one talk, and that is to sell grass, and this makes us feel very bad.

We are very tired of this, and don't know what to do, as Cleveland and Fox are all the time bothering us about the lease.

Please send them away and send some white men here who will set us a better example. We don't feel good or sleep good at night worrying so much about the state of affairs our country is in.

We think the white men's cattle will soon be here so thick that there will be no room for the Indians who have small bunches of stock; this is why we are so very much worried.

Sometimes we think that Fox has some understanding with Washington, and don't tell us or the agent anything about it, or if Qua-nah has any such instructions we would like to know, as the most of us are opposed to it.

This is not his talk alone, but of many, and if any other talk should reach Washington, he says to pay no attention to them, as they are not true.

We don't know but what Washington's talk has been sent, and not got to us yet. If not, he hopes he will come to our relief soon. We want this talk to go to Washington, and not fall short of there, and beg that Washington will listen to our talk, and send us a reply, that we may feel safe, and settle down in our homes and rest, after so much worry and fuss amongst our people.

Tab-a-nan-a-ka requests that the agent go out this spring and see for himself who are farming and trying to get along, and who are not, and then he can see who are the most industrious.

At the request of Tab-a-nan-a-ka and White Wolf I have written down their wishes, and the foregoing is a correct interpretation of their statements made to me.

All of which is respectfully submitted.

THOS. F. WOODARD,
Employé and Interpreter for Indians.

Col. P. B. HUNT, *Agent.*

[Indorsement.]

KIOWA, COMANCHE, AND WICHITA AGENCY, INDIAN TERRITORY,
February 8, 1884.

At the urgent solicitation of White Wolf and Tabananaka, their protest against leasing grass is respectfully forwarded to the Commissioner of Indian Affairs, with their request that it should reach the Hon. Secretary of the Interior.

I do not think they represent the views or wishes of a majority of their people, or of the Indians on their reservation, but owing to the incessant importunities of W. H. Cleveland and G. W. Fox, in the manner indicated in their protest, and as alleged by other undue influences, these Indians have been worked up to an unnecessary state of excitement and bad blood on the grass question.

Ever since the Cheyenne leases were made my Indians have come to me to talk about it. I have steadily held to a policy of non-intervention on the subject of leasing, advising them to discuss this question in a friendly manner among themselves, and if they decided to lease to come to me and I would help them to the best advantage.

G. W. Fox, some years ago, was in the employ of the Indian trader at Fort Sill, and is now interested in the cattle business along the western border of the reservation, and has unlimited opportunities to confer with the Indians who visit or are located near there.

W. H. Cleveland is an employé of one of the traders at this agency, and has equal opportunities to talk and confer with the Indians.

I would be glad to have a letter on this subject.

P. B. HUNT,
Indian Agent.

ANADARKO, IND. T.,
February 26, 1884.

SIR: I take the liberty of writing you the details of a council that was held here to-day by the Kiowa and Comanches to see whether they would lease their land or not. I was at the council myself. There was about 250 or 300 persons present, including whites and Mexicans. Out of this No. there was five in favor of the lease, and the ballance said they was not ready to lease. I suppose the agent will send in his report as leased. I understand that is the talk. The agent and some other parties have been making arrangements for a stock company for some time, as I got hold of a statement yesterday with the names of the stockholders, &c. The Kiowas are all against the lease at present; they wanted you to know about this. The men that is working the lease business is men that have had cattle on this reservation for a No. of years to my own knollage. The agent is knowen to this, and has knowen it all the time. They are 75,000 or 100,000 head of cattle on this reservation that belongs to white men that has no right here. I heard one man say this morning he would stay on this reservation as long as he wanted too with his cattle, whether it was leased or not. The Indians that opposed the lease to-day at the council is very angry. Since they heard the agt said it was leased, a band of them has gone to the agent's office to see about the matter. I can't say what the result will be. I will wright you again by to-morrow's mail and tell you what the result is. I think it will be a bad result if some change is not made in the matter. I can give you all the particulars about this country and the way business is carried on here if you wish me too. It is quite different to what you think it is, I suppose. I will let you know all I can find out tomorrow.

I am, very respectfully, yours, &c.,

AB. WALKER.

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

(Inclosure.)

ANADARKO, IND. T.,
February 28, 1884.

DEAR SIR: I wrote you a few lines two days ago concerning the council held here by the Kiowas and Comanches in regard to leasing their land. They were in council yesterday and to-day. I was present at both. There are a good number of the Comanches in favor of leasing their land; almost the entire Kiowa tribe is opposed to the lease. The Comanches want to lease without the consent of the Kiowas. The men that want to lease have had their cattle on this reservation for three or four years. They have used a considerable amount of money with the Comanches, and gave them presents for their influence and consent to lease, and are still at it to-day. The men that want to lease are trying to force the lease through without the consent of the Kiowas. The Comanches that are in favor of the lease have decided to send two of their men (Indians) that are in favor of the lease to see you. The agent informed the Indians that he had a letter from the honorable Secretary of the Interior stating they could lease their lands. The agent said to them it was the best for them to lease. The Kiowas say they are not ready to lease. I will beat Washington, D. C., by the 15th or 20th of March. The Comanches that want to go to see you will not do any good by going to Washington, D. C. They will send to you for permission to go to see you. I think it would be a good thing to stop the lease matter at present here. I can explain matters to you satisfactorily. You can use your pleasure about letting the Comanches go to Washington, D. C. The agent is urged to lease by the intruders or the white men that have cattle on this reservation. I will see you soon and explain matters to you in full.

I am, most respectfully, yours, &c.,

AB. WALKER.

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

FEBRUARY 29, 1884.

SIR: I have the honor to inform you that for and in behalf of my people, that I have a large majority of all the people to whom this reservation was granted, who have agreed and are anxious to utilize the grass that is now going to waste, by effecting a lease to certain stockmen, who have agreed with us to pay us for the use of our

grass, and who will give us substantial guarantees to protect our rights in the premises, and we have offered those of our people who have objected to the leasing of our lands to leave the entire question to a vote of all the people to whom the lands to be leased belong, said lands being only a part of the lands owned by us. Yet the opponents have refused to thus allow a majority to avail themselves of this opportunity of benefiting ourselves. We are poor and in our present condition are unable to use these lands ourselves, and, we hope by these means to better our condition and secure the money with which to stock our lands, and as soon as possible enable us to become self-supporting. There is now no authority existing among us to determine this matter and we have no way by which we can settle this contest, and we therefore come to you, our lawful agent, and appeal to you to refer this matter to the proper authorities at Washington, that they may instruct us what to do, and how we may legally avail ourselves of these our rights and privileges.

I have the honor to remain, your obedient servant,

his
QUANAH + PARKER.
mark.

Signed in presence of—
H. KUHN.

Col. P. B. HUNT,
*U. S. Indian Agent,
Kiowa, Comanche, and Apache Agency,
Anadarko, Ind. T.*

I hereby certify that I have explained to Quanah Parker, a Comanche Indian, the contents of the within and foregoing letter, and am satisfied that he fully understands the objects and purport of the same.

PHILIP McCUSKER,
Interpreter.

[Indorsement.]

KIOWA, COMANCHE, AND WICHITA AGENCY, INDIAN TERRITORY,
March 1, 1884.

Respectfully forwarded to the honorable Commissioner of Indian Affairs, with the request that he make some kind of a decision in this matter.

If the question of leasing a portion of the surplus grass could be decided by a test vote of Indians, it seems to me it would be well.

P. B. HUNT,
United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 14, 1884.

SIR: Referring to protest of Tab-a-nan-a-ka and White Wolf, dated 5th ultimo, against leasing any portion of their reservation lands, also to letter of Quanah Parker, favoring a lease, and to your several indorsements thereon, dated respectively the 8th ultimo and 1st instant, the latter requesting that the Commissioner of Indian Affairs "will make some kind of a decision in this matter," I have to say that on January 12 last, in response to a resolution of the Senate, dated 4th December, 1883, copies of all documents and correspondence on file and of record in this Department relating to leases of lands in the Indian Territory to citizens of the United States for cattle grazing and other purposes were transmitted by the honorable Secretary to the President of the Senate, and on the 14th of January last were referred to the Committee on Indian Affairs.

Pending such reference this office does not feel at liberty to make any decision or express any opinion calculated in the slightest degree to embarrass any action Congress may take on the subject involved, further than to again call your attention to the fact that the Department declines to recognize any such leases.

Very respectfully,

H. PRICE,
Commissioner.

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

UNITED STATES SENATE,
COMMITTEE ON INDIAN AFFAIRS,
Washington, D. C., March 19, 1884.

DEAR SIR: Inclosed are the original memorials of the Caddoes and Wichitas, and Kiowa and Comanche delegate, presented to the Senate, and referred to this committee for investigation. Will you do the committee the favor to communicate to them, in advance of such investigation, all evidence you have in the Department bearing upon the same, and such views as you choose to submit to them in reference thereto? The committee are called upon by a resolution of Congress to make an investigation into this matter, and would desire your co-operation in order that the exact facts of the case may be presented. As these are the original memorials, you will do us the favor to return them to the committee; and we would be obliged for an early reply.

Truly yours,

H. L. DAWES,
Chairman.

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

DEPARTMENT OF THE INTERIOR,
March 21, 1884.

Respectfully referred to the Commissioner of Indian Affairs for report.

M. L. JOSLYN,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
March 28, 1884.

SIR: I have the honor to acknowledge the receipt, by Department reference for report, of a letter from Hon. H. L. Dawes, Chairman of the Senate Committee on Indian Affairs, dated the 19th instant, transmitting two memorials, one of certain Indians claiming to be chiefs and headmen of the Caddo, Keechi, and Wichita bands of Indians, the other of Joseph Leonard, claiming to be delegate and agent of the Kiowa and Comanche tribes of Indians, all in the Indian Territory, which have been presented to the Senate and referred to said Committee for investigation, and requesting to be furnished with all evidence in possession of the Department bearing upon the same, and the views of the Department in reference thereto.

The memorial first referred to purports to be signed by Jake Tiner and She-shenosh, of the Caddo, Ka-a-cado, and Now-as-to-wee, of the Wichita, and Ni-nosh of the Keechi bands of Indians, and protests against the illegal invasion and fencing in by white men, for cattle-grazing purposes, of certain lands claimed by the Wichitas and affiliated bands lying west of the Kiowa and Comanche Reservation, and between the main Canadian and Red Rivers (now partly occupied by the Cheyenne and Arapahoe Indians), under so-called leases obtained from a portion of the Cheyenne and Arapahoe Indians with the corrupt connivance of some of their chiefs, and their agent, John D. Miles. The memorialists then proceed to state generally upon what grounds the said bands of Indians rest their claim of title to the lands in question, and invoke the interposition of Congress to finally adjust and determine the boundaries of their country, the title to which they ask may be secured to them by patent, and that all their just claims may be paid.

The other memorial, that of Joseph Leonard, delegate, &c., on behalf of the Kiowa and Comanche tribes of Indians, after reciting the presence of large bodies of cattle, the property of persons not citizens of either of said nations, kept grazing in their country without their consent and against their wishes and objections, and without any benefit accruing to them therefrom; charges that said cattle are so kept in their country with the knowledge and approval of the United States Indian agent for said tribes (P. B. Hunt), and that he and the owners of said cattle are the only parties benefited and profiting thereby.

The memorialist further states that the said Indians are opposed to leasing their lands for pasturage purposes, believing such a course to be impolitic and inimical to their best interests, and charges their said agent, whom he pronounces to be dishonest and incompetent, with aiding and abetting the efforts being made to secure leases of said lands, and with giving countenance to bribery and corruption incident thereto. Wherefore he prays an investigation, &c.

I have the honor to report thereon as follows:

First. The memorial of the Caddos and Wichitas, as to the claim of the Wichitas

and affiliated bands to lands west of the reservation now occupied by them and between the main Canadian and Red rivers.

On the 9th of October, 1883, I had the honor to make a full report to the Department on this subject, in which, after a thorough examination of the papers submitted and the records and correspondence on file, I reached the conclusion that the only obligation now resting upon the Government is that of confirming to these Indians a secure and permanent title to the lands they now occupy, and to this end I recommended that the agreement of October 19, 1872, with the Wichitas and affiliated bands be ratified by Congress and the title confirmed by patent. I also recommended that in view of the length of time the Cheyennes and Arapahoes have been permitted to occupy their present reservation (established by Executive order of August 10, 1869), and the failure of Congress to act upon certain agreements mentioned in my said report, the best and wisest plan would now be for the Government to confirm their title to the same, less the Wichita Reservation, and to declare the reservation established for the Cheyennes and Arapahoes by the treaty of October 28, 1867 (15 Stat., 594), restored to the status it held prior to said treaty.

With my report was submitted a draft of a bill for the issuance of patents to the Wichitas and affiliated bands, and to the Cheyennes and Arapahoes for the reservation now occupied by them, respectively, with the condition that the lands shall revert to the United States if the Indians become extinct or abandon the same. Said report and accompanying papers were transmitted by the Department to the President December 4, 1883, and by the President to Congress on the 17th of the same month, and the bill as prepared (S. 1249) has since been reported from the Senate Committee on Indian Affairs. (See S. Ex. Doc. No. 13, Forty-eighth Congress, first session.)

As to the complaints of the Caddos and Wichitas, in reference to cattle-grazing, it will be observed that their memorial only refers to grazing on the lands which they claim west of their present reservation. As stated in my report of October 9, 1883, above referred to, "there is no question in my mind that the Wichita and affiliated bands, by the agreement of October 19, 1872, relinquished all claim which they might have had before that date to any and all lands within the United States, except the reservation now occupied by them." If the view I have taken be correct, the question of cattle-grazing outside the limits of said reservation is one which cannot possibly affect them, except so far as it conflicts with their rights in said reservation alone. Until their title to the lands additionally claimed by them be established, I do not perceive that they have any right to interfere.

With reference to the pecuniary claims of the Caddos and Wichitas against the United States, a settlement of which is prayed for in their memorial, I again beg leave to refer to my report of October 9, 1883. My views on this subject will be found on page 10 of S. Ex. Doc. No. 13 before referred to.

Second. The memorial of Joseph Leonard, delegate, &c., of the Kiowa and Comanche tribes of Indians. As to Mr. Leonard's status as such delegate, Mr. Leonard claims to derive his authority to act in the premises under a general power of attorney, dated February 11, 1884, given and executed to him for that purpose by Big Tree, Lone Bull, and Big Head, Kiowa chiefs and headmen, and Black Raven and Mah-he-có-be, Comanche chiefs, all of the Kiowa and Comanche Reservation, Indian Territory, "on behalf of the Kiowas and Comanches represented by us." (See copy power of attorney attached to memorial.)

Annexed to this power of attorney is a copy of an affidavit of even date made by the same Indians, in which they state "that the Kiowas and Comanches, represented by them, have empowered them to make Joseph Leonard, of Anadarko, Indian Territory, their delegate," &c. Beyond the power of attorney and affidavit, the authority alleged to be delegated to said individual Indians by the Kiowas and Comanches is not shown.

As opposed to Mr. Leonard's credentials I inclose herewith a copy of a letter from Agent Hunt, dated the 7th instant, transmitting a protest signed by Paul Isart Kopeta, Paul C. Zoturn, "Big Tree" (whose name appears in the power of attorney to Leonard), and some sixteen others, chiefs and headmen of the Kiowa tribe of Indians in council assembled, on the 6th instant, wherein, referring to the memorial presented by said Leonard to Congress, they repudiate his action as wholly without authority from them, and state that his assumed agency in that or any other matter is without their knowledge or consent; also that any paper purporting to be signed by them, giving or delegating authority to him (Leonard) to act for them in any capacity whatever is a forgery, or was obtained by falsely representing the content of said paper.

I also inclose a copy of a letter from Agent Hunt, dated the 10th instant, transmitting a similar protest signed by Wild Horse, Nam-mi-wad-die, Eck-her-by, Pooah-voney, and one hundred and forty-three others, chiefs and headmen of the Comanche tribe of Indians. Copies of these protests are herewith submitted. I find no evidence on file in this office of the authority of Mr. Leonard to represent the Kiowa and Comanche tribes of Indians in this or any other matter.

With reference to the cattle grazing on the Kiowa and Comanche Reservation and the charges made against Agent Hunt in connection therewith, which appear to be the foundation of Mr. Leonard's memorial, I have to say that for the past two years great trouble has been experienced by the agent with cattle on the reservation along the line of the Texas border and that of the Chickasaw Nation. This trouble, he states, is likely to continue until a fence is put up between the reservation and the countries named.

In response to Senate resolution of December 4 last, copies of all documents and correspondence on file and of record in the Department in relation to leases of lands in the Indian Territory to citizens of the United States for cattle-grazing and other purposes were transmitted by the Department to the Senate on the 12th of January last, being S. Ex. Doc. No. 54, Forty-eighth Congress, first session, to pages 53 to 126, inclusive, of which I respectfully refer for such papers and correspondence as pertain to the Kiowa and Comanche Reservation.

I also inclose for the information of the committee copies of additional papers and correspondence on file and of record in this office since the date of said S. Ex. Doc. No. 54, upon the same subject, in connection with said reservation.

The views of the Department upon the cattle-grazing question are fully set forth in Department letter of April 25, 1883, to Mr. E. Fenlon (page 99 of said S. Ex. Doc. No. 54), and in the last annual report of the honorable Secretary of the Interior to the President (pp. 15, 16), in which he recommends that "Congress should provide some system by which the unoccupied lands can be leased by the tribe, or the Department for the benefit of such tribes, and the money expended for the tribe without covering it into the Treasury," and to which report I have the honor also to refer.

In accordance with Department instructions contained in said letter of April 25, 1883, a copy thereof was transmitted by this office to (amongst others) Agent Hunt at the Kiowa, Comanche, and Apache Agency on May 7, 1883, and he was directed to exercise a careful supervision of the matter of cattle-grazing upon the lands within his agency to the extent indicated in said Department letter, taking care that the Indians are fairly dealt with, and that the conditions prescribed by the Department are scrupulously observed (Senate Ex. Doc. No. 54, p. 101.)

In his letter of March 7, 1884, transmitting the protest of the Kiowas against Mr. Leonard's action, before referred to, Agent Hunt remarks:

"As to the Indians leasing grass, I have been governed entirely by your letter of May 7, 1883, and the letter of the honorable Secretary which you inclosed therewith.

"I have never advised them to lease, but have left it for their own decision, though I believe I had the right to advise them to do so if I had seen it.

"As Leonard charges that I am reaping some benefit from these trespassing cattle, I consider it due me that the matter be investigated, and I respectfully ask that it be done."

I will add that there is no evidence on file in this Department of any leases having been made of lands of the Kiowa and Comanche Reservation.

Mr. Dawes's letter and accompanying memorials are herewith returned, and a copy of this report is inclosed.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

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

SIR: I have the honor to acknowledge the receipt of your letter of the 19th instant, inclosing the memorials to Congress of certain Caddo and Wichita Indians, and of Joseph Leonard, delegate and agent of the Comanche and Kiowa Nations of Indians, relative to certain abuses alleged to be existing in regard to grazing leases and fencing on lands claimed and occupied by said Indians, respectively, which have been presented to the Senate and referred to your committee for investigation, and requesting to be furnished with all evidence in the Department bearing upon the same, and the views of the Department in reference thereto.

The memorials in question having been referred to the Commissioner of Indian Affairs, I have the honor to transmit herewith his report, which, with accompanying papers therein referred to, it is believed contains all the information in possession of this Department on the subject, also its views heretofore expressed upon the matter involved.

The memorials are herewith returned.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The CHAIRMAN *Committee on Indian Affairs, United States Senate.*

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. Ter., March 7, 1884.

SIR: I have the honor to inclose herewith a copy of a memorial of Joseph Leonard, who claims to be "delegate and agent, Kiowas and Comanches," presented to Congress by General Rosecrans on the 26th of February.

I received this paper in Wednesday's mail, and on Thursday the Kiowas came to my office in full force, surprised and indignant at the action of Leonard, and signed the inclosed letter to you on the subject.

The Comanches were not present, but those who have heard of Leonard's action declare it to be a fraud, and I am informed their protest as a tribe will be forwarded next week.

You are aware that my correspondence for more than a year shows the trouble I have had with trespassing cattle along the border of Texas, and the border of the Chickasaw Nation, and the same trouble will exist until a fence is put up between this and the two countries named.

As to the Indians leasing grass, I have been governed entirely by your letter of May 7, 1883 (L. 7594), and the letter of the honorable Secretary, which you inclosed therewith.

I have never advised them to lease, but have left it for their own decision, though I believe I had the right to advise them to do so if I had seen fit.

As Leonard charges that I am reaping some benefit from these trespassing cattle, I consider it due me that the matter be investigated, and I respectfully ask that it be done.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

[Inclosure No. 1.]

KIOWA, COMANCHE, AND WICHITA AGENCY, IND. T., *March 6, 1884.*

SIR: Having heard of the unwarrantable action of one Joseph Leonard, who presents, through General Rosecrans, a memorial to Congress, signed by him as delegate and agent of the Kiowas and Comanches, we have come together in council to remonstrate.

The said memorial having been read in our hearing and explained to us by our interpreter we fully understand its object and purport, and we hereby desire to repudiate the action of said Leonard, as wholly without any authority from us; and his assumed agency in this or any other matter is without our knowledge or consent, and that any paper purporting to be signed by us giving or delegating authority to him to act for us in any capacity whatever is a forgery, or was obtained by falsely representing the contents of said paper.

PAUL ISART KOPETA, Kiowa.
PAUL Z. ZOTURN, Kiowa, witness.
BIG TREE, his + mark.
HEID-SICK, his + mark.
LITTLE ROBE, his + mark.
GORI-KA-DO-TA, his + mark.
POOR BUFFALO, his + mark.
BLACK BEAR, his + mark.
DANGEROUS EAGLE, his + mark.
FRIZZLE HEAD, his + mark.

Witness, JOHN NESTELL.

CHADDLE-KAUNG-KY, his + mark.
TAU-KAUNG-KY, his + mark.
LA-BILE, his + mark.
FEATHER HEAD, his + mark.
TA-BOODLE, his + mark.
ESA HOKEN, his + mark.
O-HET-TOINT, his + mark.
KAN-TA-BO, his + mark.
LADLE-GE-AT, his + mark.

I certify on honor that the memorial to Congress of Joseph Leonard, referred to in the foregoing protest signed by the chiefs and headmen of the Kiowa Indians in council, was, by me, read, translated, and fully explained to the said Indians, and I am satisfied they fully understand the purport and meaning of the same, and I further certify that the foregoing protest signed by them is a true and correct translation of their wishes, as told and expressed in open council.

THOS. F. WOODARD,
Interpreter.

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

[Inclosure No. 2.]

HOUSE OF REPRESENTATIVES,
Tuesday, February 26, 1884.

By Mr. Rosecrans : Memorial of Joseph Leonard, delegate of the Kiowa and Comanche Nations, for investigation of abuses of officers practiced in Indian Territory; to the Committee on Indian Affairs.

MEMORIAL OF JOSEPH LEONARD, DELEGATE AND AGENT OF THE COMANCHE AND KIOWA NATIONS OF INDIANS.

To the Congress of the United States :

The undersigned delegate and agent of the Kiowa and Comanche Nations of Indians, and presenting herewith his credentials as such, respectfully represents on their behalf, that there are now and for a long time past have been, large numbers of cattle, the property of persons not citizens of either of said nations, kept grazing in the country of said nations without their consent and against their wishes and objections, and without any consideration being paid therefor to said nations or either of them, and without any benefit whatever accruing to them therefrom, but to their great wrong, oppression, and injury.

That the said cattle are and have been kept in the country of said nations with the knowledge and approval of the United States Indian agent charged with the duty of enforcing the United States intercourse laws enacted by you in the interest of the United States and said nations; said agent and the owners of said cattle being the only parties benefited and profiting by the pasturage of said cattle on the lands of said nations.

That the said nations are and have been opposed to making leases of their lands for the pasturage of cattle thereon to monopolies and for inadequate consideration.

They believe the making of leases to be impolitic and calculated to do injury to their best interests, and though their opposition to the leasing of their lands is well known to said Indian agent, he, at once dishonest and incompetent, aids and abets the efforts that are being made to secure leases of the lands of said nations, and gives countenance to the bribery and occupation resorted to to secure such leases.

Your memorialist presents herewith, and as part hereof, the affidavit of certain chiefs and head-men in respect to the opposition of said nations to the leasing of their lands.

Your law of March 3, 1883, requiring the proceeds of the pasturage of Indian lands, except those of the Cherokees, Creeks, Choctaws, Chickasaws, and Seminoles, to be covered into the Treasury of the United States for the benefit of the particular nation or tribe, is made a dead letter; not the slightest attempt being made to enforce it by the United States officials charged with the duty of seeing to its enforcement.

Your memorialist respectfully asks your honorable body to cause an investigation to be made in respect to the matters and things herein alleged by your memorialist, and to take such action in the premises as to you may seem fit and proper for securing obedience to the laws enacted by you for the protection and welfare of said nations, and for the welfare of the United States, and for preserving harmony within said nations, and peace between them and the United States or citizens thereof.

JOSEPH LEONARD,
Delegate and Agent Kiowas and Comanches.
LUTHER H. PIKE,
Attorney.

UNITED STATES INDIAN SERVICE,
KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., March 17, 1884.

SIR: In my letter of 7th instant, reference was made to a protest which the Comanche Indians intended to make against the action of Joseph Leonard.

I now have the honor to transmit herewith a paper signed by their chiefs and head men, repudiating the acts of Mr. Leonard; the names embrace the principal men of the tribe, who signed willingly, and expressed considerable indignation that they had been subjected to such misrepresentation.

Very respectfully,

P. B. HUNT,
United States Indian Agent.

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

[Inclosure.]

KIOWA, COMANCHE, AND WICHITA AGENCY,
Indian Territory, March 10, 1884.

SIR: Having heard of the unwarrantable action of one Joseph Leonard, who presents through General Rosecrans a memorial to Congress, signed by him as delegate

and agent of the Kiowas and Comanches, and the said memorial having been read in our hearing, and explained to us by our interpreter, we fully understand its object and purport; we hereby protest and repudiate the action of said Leonard, as wholly without any authority from us, and is without our knowledge or consent, and that any paper purporting to be signed by us, giving or delegating authority to him to act for us in any capacity whatever, is a forgery, or was obtained by falsely representing the contents of said paper.

We do not recognize any other to act for us but our lawfully and duly accredited agent, to whom we always apply for the redress of our grievances, and through him to you in all matters of importance, and we do not need nor do we ask the help of designing white men who come among us surreptitiously for sinister purposes and who have no character to lose.

Very respectfully,
Signed (with x-mark) by the following:

WILD HORSE,
NAM-MI-WADDIE.
ECK-HER-BY.
TOVAH-VO-NEY.
WOOD-AH-OHOPTH.
TIMER
MAH-CHO.
CHAY-KA.
ER-YA.
TEN-NE QUER.
HOAH-KOY-PITTY.
TIS-SON.
MI-KE-SUAH.
TO-MO-CHO.
O-NI-DITTY.
E-TO-VITS.
YAN-NY-VIT-TOO-AH.
PAT-CHO-KO-TO-HO-VIT.
AU-HUE.
A-SE-TICK A-PER.
E-SA-DOVAH.
QUAH-SE-A-TA-MY.
O-NARD-NEY.
PEACH-NAH.
WOOK-SEE.
PAU-VO-TI-VO.
KO-HE-YAH.
MOO-SY-WAU.
WOOD-A-PEOP.
NIM-SEY.
PO-HAU-DOOAH.
CHAP-PEY.
A-SE-NAP.
AT-TA-WYFFER.
HE-VAH.
CHAIN-NA-PO-HAU-CUT.
NAN-NAS-SO-YO.
COF-TY.
MA-A.
E-ON-AH.
EAUT.
TAU-HAU-VE-YAH.
WER-WAU-NEY.
TAV-CY-UP.
NE-HI.
A-SE-TOCK-A-PER.
BLACK HORSE.
TO-SA-WOVS-A-WE.
QUAS-SE-CHE-KEY.

HE-CHO-VAH.
KAH-TAH.
LITTLE CROW.
KA-WER-TZEME.
WIN-CHOP.
PAH-WOONARD.
PAH-KE-KUMMA.
KI-WHER-BY.
WAH-BOF-PY.
AH-DO-SEY.
E-SA-ROIE.
ODA-PEAH.
AU-TY.
TID-DO-NY.
WAH-KA-QUA.
TO-WACK-NEY.
CHE-YECK-WEY.
ESANANAKA.
CHE-WOON-NEY.
AT-TOCK-NEY.
KO-MAH.
TO-CAS.
SAN-TI-A-GO.
PES-CHE-PAPPY.
ATCH-KAV-VY.
CHE-KO-VI.
PAH-DA-PONY.
KO-SE-MOO-DA-WAU.
PERK-A-QUANAH.
KIOWA.
YACKY-PO-BY.
WER-A-DY.
TOVAH-NIPPER.
PO-HAU-PUT-CHO-KO.
ME-SA-RAH.
PAH-KE-HER.
QUAS-SEYAH.
QUER-DY.
TAB-BY-KIN-NEY.
PAT-CHO-KO-PADDOWAH.
PER-DAH.
IS-SA-TA-QUON.
TARCY-POK-A-DOVAH.
MO-CHE-ROOK.
TEN-A-MA-KI.
WER-WHE.
PE-CHU-NEY.
TAR-WHINKAH.
NIN-SEY.

KAR-NO.
NO-NAR-TE-MO.
TAB-BO-ER.
WUR-KE-NIE.
TIS-CHE-CODDY.
TAH-BEAS-CHIP.
WY-KO.
TAW-WER.
AH-CUT.
COAS-CHO-QUITTA.
TAH-KO-NEY.
QUANAH.
KA-HABBY-WITE.
TO-WHIS-CHEY.
TAB-BY-YET-CHEY.
A-TOE.
WECK-EA-BITTY.
PI-TY.
I-NEE.
PE-SI-U-NAH.
TAH-BO-KO.
MAM-SUK-AWAT.
TAH-SU-DY.
WUG-YEAH.
TIN-A-VER-TA.
CHAHT.
COAS-CHO-ET-IVIT.
TAH-CHA-CHA.
TOKE-HEAH.
NAN-ANTS.
PO-E WAT.
HIGH-TOS-CHA.
CHICKEN.
POW-VO-NEITHK.
CHAH-TARCY.
ECK-SEE.
TAH-DOEY-VIS-CHY.
WAH-BOF-PY.
O-HAW-WOONARD.
YO-AH.
WA-SIS CHY.
PARRICA ECK-I-VIT.
TITCHY-WY.
PO-E-MOCK-EAH.
TOTK-KO-YAN.
TO-SA-MA-REAH.
TIM-MA-WUKY.
HAU-NO-VICH.

Signed in presence of—
E. L. CLARK,
THOS. F. WOODARD.

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

We certify on honor that the memorial to Congress of Joseph Leonard, referred to in the foregoing protest, signed by the chiefs, headmen, and others of the Comanche Indians, was by us read and translated and fully explained to the said Indians, and we are satisfied they fully understand the purport and meaning of the same; and we further certify that the foregoing protest signed by them was also fully explained to them before signing, and we are satisfied they fully understand the purport and object of the same.

E. L. CLARK,
Interpreter.
THOS. F. WOODARD,
Interpreter.

KIOWA, COMANCHE, AND WICHITA AGENCY,
Anadarko, Ind. T., March 18, 1884.

DEAR SIR: Referring to my letter to you of the 8th instant, I herewith inclose a copy of the protest of the Comanches against the action of Joseph Leonard, addressed to the honorable Commissioner of Indian Affairs, which I will thank you to file with the protest of the Kiowas already forwarded to you.

Very truly, your obedient servant,

P. B. HUNT.

Hon. J. C. S. BLACKBURN,
Washington, D. C.

[Indorsement.]

Respectfully referred to the honorable Commissioner of Indian Affairs.

Very respectfully,

JO. C. S. BLACKBURN.

MARCH 26, 1884.

(See Protest of Comanche Indians, copied ante, p. —.)

MARCH 25, 1884.

We learn with surprise that one Joseph Leonard, a white man, is now in Washington pretending that he has been sent there to represent the wishes of the Kiowa and Comanche Indians. In behalf of a large majority of all the Indians of this reservation, we pronounce Leonard's statements to be false, malicious, and in nowise representing the sentiments of our people.

We look upon Leonard as a fraud, a scoundrel, a bad and dangerous man, who, if allowed to go on as he has been doing with his bad advice to the Indians, will in a short time be the cause of very serious trouble among the Indians themselves, and also between the Indians and white people, who are properly residing in the Indian country.

Leonard has repeatedly advised the Indians to burn the grass and destroy the fences on the lands leased by the Cheyennes and Arapahoes. The Indians have followed Leonard's advice in this matter, and have burned the range in a great many places and destroyed the fences, besides killing large numbers of cattle, the property of citizens of the *United States*. This has already caused bad blood between the Cheyennes and Arapahoes on one side, and the Kiowas and Caddoes on the other, and may at any time lead to a very serious outbreak.

This has all been brought about by the bad advice given to the Indians by Leonard, who has made some of the Indians believe that the agent and all other white men but himself are rascals. He is not actuated by the desire to benefit the Indians, but thinks he will better his own condition by his false statements.

Aside from this, he is always begging money from our people, which they can very ill spare, taking the bread out of the mouths of our women and children, in order that he may enjoy himself at our expense in the East.

Many of our people are ignorant, and easily influenced by a man who has as little regard for the truth as Leonard. We hope the Government will take some steps

towards preventing him (Leonard) from interfering with our people with his bad advice, before it leads to serious trouble, and to that end we request you, our agent, to forward this, our talk, to the Commissioner of Indian Affairs.

QUANAH (his X mark) PARKER.
 OTTER (his X mark) BELT.
 E-SA- (his X mark) NAN-NA-KA.
 TIS-CHA- (his X mark) COD-DY.
 WILD (his X mark) HORSE.
 EAS-A- (his X mark) WO-WO-KA.
 ESA (his X mark) HABIT.

Witness:

THOMAS DONNELL.

Col. P. B. HUNT,

United States Indian Agent for Kiowa, Comanche, and Apache.

I hereby certify that I have interpreted all of the foregoing, and have witnessed the signature of the Indian chiefs, whose names and marks are affixed.

PHILIP McCUSKER.

[Indorsement.]

KIOWA, COMANCHE, AND WICHITA AGENCY, IND. T.,

March 28, 1884.

The within letter of Quanah Parker and other Comanche chiefs is respectfully forwarded to the honorable Commissioner of Indian Affairs, as requested. I gladly emphasize all they say, for I believe it can be substantiated by affidavit if necessary.

The matter needs attention.

P. B. HUNT,

United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,

April 5, 1884.

SIR: In connection with my report of the 28th ultimo upon the subject of a memorial presented to Congress by Joseph Leonard, on behalf of the Kiowa and Comanche Indians, in reference to the leasing of their lands for grazing purposes, &c., I have the honor to inclose herewith a copy of a communication, dated 25th ultimo, signed by Quanah Parker and other Indians of said tribe, with the indorsement of Agent Hunt thereon, which has been received in this office since the date of my said report, and respectfully recommend that the same be transmitted to the Senate Committee on Indian Affairs for its further information on the subject.

A copy of this letter is also inclosed.

Very respectfully, your obedient servant,

H. PRICE,

Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,

April 7, 1884.

SIR: Referring to Department letter of the 29th ultimo, transmitting a report of the Commissioner of Indian Affairs on the subject of a memorial presented to Congress by Joseph Leonard, on behalf of the Kiowa and Comanche Indians, in relation to leases of their lands for cattle-grazing purposes, I have the honor to inclose herewith, for the further information of the committee, a copy of a letter from the Commissioner of Indian Affairs, dated 5th instant, inclosing a copy of a communication from certain of said Indians, with indorsement of the agent thereon, which has been received in the Indian Office since the date of said original report on the subject.

Very respectfully,

M. L. JOSLYN,

Acting Secretary.

The CHAIRMAN COMMITTEE ON INDIAN AFFAIRS,

United States Senate.

POST-OFFICE DEPARTMENT,
Washington, D. C., May 2, 1884.

SIR: The contractor on route 32123, Caddo to Anadarko, Ind. T., under date of the 28th ultimo, states that "I wish to draw your attention to the fact that parties are building fences across the road on route 32123, Caddo to Anadarko, Ind. T., and not putting in bars or gates, making it about impossible to go from one office to another. In one place we have to go 5 miles farther and no road at all. * * *"

Will you please advise this Department as soon as practicable whether this fencing up of roads which have long been used for mail transportation purposes is authorized; and if it is not, will you please cause the obstructions to be removed, so that the mail service may be performed in accordance with the contract.

Very respectfully, your obedient servant,

H. D. LYMAN,
Acting Postmaster-General.

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

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, May 5, 1884.

SIR: I have the honor to acknowledge the receipt, by Department reference of the 3d instant, of a communication, dated the 2d instant, from the Acting Postmaster-General, relative to persons building fences across the road on route 32123, from Caddo to Anadarko, Ind. T., and not putting in bars or gates, thereby making it almost impossible to go from one office to the other, &c.

In reply I beg to say that in office letter of this date, Agent P. B. Hunt, of the Kiowa, &c., agency, at Anadarko, has been instructed to give immediate attention to this matter, and under no circumstances to permit the obstructions mentioned, but in every instance to see to it that the proper gates are put in, and in the event of any delay to comply with these instructions on the part of the persons offending, to immediately report the facts to this office.

I respectfully ask that the Post-Office Department be informed of the action taken by this office.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 5, 1884.

SIR: I am in receipt, by Department reference, of a communication dated the 2d instant, from the Acting Postmaster-General, calling attention to the fact that parties are building fences across the road on mail route 32123, from Caddo to Anadarko, and are not putting in bars or gates, making it almost impossible to go from one office to the other.

You will give this matter your immediate attention, and under no circumstances permit the obstructions mentioned, but in every instance see to it that the proper gates are put in. In the event of any delay to comply with these instructions on the part of the persons offending in this regard, you will immediately report the facts to this office.

Very respectfully,

H. PRICE,
Commissioner.

P. B. HUNT, Esq.,
United States Indian Agent, Anadarko, Ind. T.

DEPARTMENT OF THE INTERIOR,
Washington, May 6, 1884.

SIR: I have the honor to acknowledge the receipt of your letter of 2d instant in relation to the obstruction on mail route in Indian Territory, caused by fencing across the roads and neglecting to place gates or bars to facilitate passage.

In reply your attention is respectfully invited to the inclosed copy of letter of 5th instant from the Commissioner of Indian Affairs, in which he states the action taken by him to correct the evil complained of.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. the POSTMASTER-GENERAL.

DALLAS, TEX., *August 26, 1884.*

DEAR SIR: I invite your attention to the inclosed newspaper clipping, to inquire if it represents correctly the attitude of your Department touching the lands referred to. There are certain gentlemen here who contemplate leasing some of these lands, whenever it can be done by the authority and with the sanction of the Government.

Respectfully,

OLIN WELLBORN.

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

ADVISED TO LEASE THEIR LANDS.

Acting Secretary of the Interior Joslyn to-day directed the Commissioner of Indian Affairs to write a letter for the delegation of Kiowa, Wichita, and Comanche Indians to take to the Indian Territory, advising their tribes to lease portions of their land for a few years. The Indians expressed the opinion that the leasing of their lands to cattlemen will yield them an income and be the means of teaching them how to graze and care for cattle.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 4, 1884.

SIR: Your letter of the 26th, ultimo, addressed to the honorable Secretary of the Interior, inclosing newspaper slip that "Acting Secretary of the Interior Joslyn to-day directed the Commissioner of Indian Affairs to write a letter for the delegation of Kiowa, Wichita, and Comanche Indians to take to the Indian Territory advising their tribes to lease portions of their land for a few years," and inquiring whether such statement in the public press represents correctly the attitude of this Department touching the lands in question, has been referred to this office.

In reply I have to say that upon inquiry of the honorable Acting Secretary, he informs me that he gave no such directions as he is represented to have done, but told the Indians that a special agent of the Department would be sent to the Kiowa agency to confer with the tribe, and ascertain their views on the subject, and this was the understanding of this office.

Very respectfully,

H. PRICE,
Commissioner.

Hon. OLIN WELLBORN,
Dallas, Tex.

FORT WORTH, TEX., *June 23, 1884.*

SIR: We are desirous of obtaining a lease in Indian Territory of a large tract of grazing lands, say 50,000 to 100,000 acres, and not knowing just what steps are necessary to secure the same, we write this to you to ask for information.

If you will take the trouble to write us a letter on this subject we will be greatly obliged to you.

Yours, &c.,

A. F. TRUITT, &c.

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

DALLAS, TEXAS, *July 23, 1884.*

DEAR SIR: We notice in the report of Indian Agent P. B. Hunt a recommendation that the lands composing a portion of the reservations of the Kiowas, Comanches, and Wichita Indians be leased. If there is any *legal* way by which a lease can be made with these Indians or their legal representatives and afterwards be fully protected by the Government, we are very desirous to effect such a lease. If you will be kind enough to send us such documents or other information as will give us all the necessary information with regard to the matter.

By giving this your attention you will greatly oblige,

Yours, very respectfully,

S. W. S. DUNCAN.

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

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
August 25, 1884.

SIR: In reply to your letter of the 23d ultimo, addressed to the honorable Secretary of the Interior, and by him referred to this office, inquiring whether "there is any legal way by which a lease can be made with these (Kiowa) Indians or their legal representatives, and afterwards be fully protected by the Government," I have to say that this Department finding no authority for the making of such leases by the Indians has uniformly declined to approve them.

The whole subject has been laid before Congress for its consideration and action.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

S. W. S. DUNCAN, Esq.,
Dallas, Tex.

KIOWA, COMANCHE AND WICHITA AGENCY,
August 1, 1884.

SIR: In connection with my duties at this agency I have the honor to state that a very respectable number of Kiowa and Comanche Indian chiefs, in council to-day, requested me to write to you in their behalf in reference to leasing for pasturage a portion of the reservation allotted to them.

They respectfully represent that Quanah, a half-breed, and Permamee Jack, full Indian, with others, have gone or are about to go to Washington upon permission given by the Department for the purpose of seeking an approval of their scheme of leasing, without their knowledge or consent, without showing them the permission referred to, without consulting them in council, without notifying them of their intended departure, and in face of their solid objection to leasing the land.

They respectfully ask that no approval be granted Quanah until they have been heard and represented, as they claim to have a majority opposed to the lease. A count was made last fall which was not based on council action or actual vote, and which should not be considered.

They also desire to bring before the Department the methods that are being used to secure this lease, and beg that no hasty action may be taken in the matter.

Not having had the time or opportunity to thoroughly examine the merits of the case, I shall not presume to advise or make recommendations as to the best manner of using the southern portion of this reservation. But I have observed that Mr. McCusker, Quanah's interpreter, is a success as an adroit attorney, and much less of an interpreter than attorney.

I have observed also that two of the traders here are exercising improper influences among the Indians in reference to this lease business. Mr. Fred, who wants 700,000 acres, states in an application to the agent, of February 26, 1884, which you may see: "I have spoken to a number of the leading men of the different tribes, who have each and all promised that if they ever leased that they preferred I should have a large tract."

W. H. Cleveland, who represents Mrs. Hutchin's interest in Cleveland & Co., traders, is very active in buying by pretty gifts, and soliciting the influence of Indians in leasing.

This causes so much disturbance, complaint, and uneasiness among the Indians, such a species of uncalled-for rivalry among a class of traders, which sets a bad example to the Indians, and is so pernicious in its effect of unduly influencing Indians, that it should be stopped.

It is enough for traders to trade. I therefore recommend that no trader or person connected with a trader's store be allowed to lease land or grass from the Indians, or to engage directly or indirectly in leasing land or grass for or on behalf of other persons.

Whatever conclusion may be arrived at in respect to this land, I trust that the utmost care and caution will be exerted in the disposition of it.

Very respectfully, sir, your obedient servant,

PARIS H. FOLSOM,
Special Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 25, 1884.

SIR: Referring to your communication of the 1st August last relative to the grazing question in connection with the Kiowa, Comanche, and Apache Reservation, you are advised that shortly after the date thereof a delegation of Kiowa and Comanche Indians consisting of Quannah (Porker) Permansur (Black Star), Big Bow, Howling Wolf, and Tahawson and wife, accompanied by Interpreter McCusker, arrived here and had an interview with the honorable Acting Secretary and the Acting Commissioner of Indian Affairs relative to leasing portions of their reservation for grazing purposes, representing that cattle owners were willing to lease their unoccupied lands, and to employ Indians as herders.

In view of the representations made in your letter that a majority of the Indians were opposed to leasing, and desired to be heard before the project received official sanction, the honorable Acting Secretary directed that the sentiment of the Indians generally be ascertained prior to any definite action by the Department.

The views of the Department on the general subject will be found in the inclosed copy of Department letter to E. Fenlon, April 25, 1883, a copy of which was transmitted to Agent Hunt May 7, 1883.

You will observe from this letter that whilst the Department recognizes an implied right of the Indians, under section 2117 Revised Statutes (Comp. Indian laws, ed. 1883, p. 48), in their tribal capacity, to grant permission to parties to graze cattle on the unoccupied lands of their reservations, on fair and reasonable terms, subject to such supervision as the Department may consider proper to prevent the Indians from being imposed upon, it does not recognize their right to lease the lands, or to create any incumbrance thereon, or in any manner give to parties rights, the existence of which may be disputed after the lands shall cease to be a part of the reservation; and no leases or agreements looking to that end have been approved, or will receive the authoritative approval of this Department.

After you have carefully perused the honorable Secretary's letter, you will assemble the Kiowa and Comanche Indians in council (taking care to insure a full representation), and make known to them the views of the Department on the general subject. You will invite from them a full and unrestrained expression of opinion, and transmit the record of proceedings, with your report thereon, to this office, for such further action as may be deemed advisable.

The general deficiency act, approved March 3, 1883 (22 Stat., 590), provides that "the proceeds of all pasturage and sales of timber, coal, or other product of any Indian reservation, except those of the five civilized tribes, and not the result of the labor of any member of such tribe, shall be covered into the Treasury, for the benefit of such tribe, under such regulations as the Secretary of the Interior shall prescribe." Circular No. 135 from this office, of September 10, 1884 (copy inclosed), instructs the agents as to their duties under this section.

Referring to that part of your letter of August 1 which alludes to the action of the traders at the Kiowa, &c., agency, in soliciting the Indians for leases of grazing lands, I have issued a circular requiring all Indian traders and persons engaged with or employed by them to confine themselves strictly to their legitimate business conformably to the license issued from this office, and prohibiting all such persons from holding herds of cattle on the reservation for private purposes or from attempting to obtain concessions from the Indians of the use of lands for cattle raising, grazing, or other purposes under penalty, on proof of the facts to this office, of an immediate revocation of the license.

This circular (a copy of which is inclosed) has been transmitted to all agencies where traders are located.

Very respectfully,

PARIS H. FOLSOM, Esq.,
Special Agent, Indian Service,
Kiowa, Comanche, and Wichita Agency, Anadarko, Ind. T.

H. PRICE,
Commissioner.

Accounts, 1884.]

[Inclosure.]

[Circular No. 135.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 10, 1884.

To United States Indian Agents:

In order to comply with the requirements of that clause of the act to supply deficiencies, &c., approved March 3, 1883, in reference to "miscellaneous receipts," you will commence October 1, 1884, to divide all funds of that character received by you into four classes.

Class 1 will include all moneys received from rent of Government buildings and from sale of condemned Government property, or of any material exclusively the property of the Government, which property was received at your agency since July 4, 1884.

Funds of Class 1 cannot be used by you, but must be covered into the United States Treasury at the end of each quarter, under sections 3617 and 3618, Revised Statutes.

Class 2 will include all funds derived from proceeds of sales of forage and subsistence belonging to the Government, and of hides.

These moneys will be brought into your accounts, with full explanation of sources whence derived; and will be carried back upon the books of this office to the appropriations from which the purchases were originally made, and be again available for the same purposes as the original appropriations, if needed, upon your properly approved estimates and recommendations. Those derived from sales of subsistence must be disposed of in accordance with section 30, Instructions to Indian Agents, October 1, 1880.

Class 3 will include funds derived from any product of an Indian reservation without Indian labor, such as grazing tax, right of way for herds to cross, right to outsiders to obtain hay, and to use or remove timber, minerals, &c.

From funds of Class 3 you will first deduct the actual necessary expenses when authorized; such as for advertising, sale, collection, &c., and deposit the net proceeds in the Treasury at the end of each quarter for the benefit of the Indians entitled thereto, accompanying each deposit with a statement showing the tribes or bands to which the several sums belong and with such recommendation as to manner of expenditure for their benefit as you believe to be best.

All deposits of either of the above classes must be made in conformity with office circular No. 90, as far as its requirements are applicable.

Class 4 will include all funds derived from the following sources on Indian reservations, viz: Sales under section eleven, of act of July 4, 1884, making appropriations for this department of Government property which was at your agency on that date, and also, from sales of hay cured, hops, and other produce raised; standing timber cut by Indians to clear land for cultivation; dead and down timber prepared for market by Indians; brick or lime manufactured, and all articles fabricated, and also from work done in agency shops, and toll in grist or saw mills where Indian apprentices are employed, being such funds as are in any degree the result of the labor of Indians alone, or of Indians assisted by agency employes; also from the sale of hides from cattle, the increase of school herds, and receipts from fines in punishment of Indian offenses.

You will retain funds of Class 4, reporting to this office at the end of each quarter, or oftener, the amount on hand and the sources whence derived, with such recommendation as to manner of expenditure as would in your opinion be best for the Indians and the service, for the approval of this office.

The foregoing may fail to state every source from which "miscellaneous" funds may come into your hands, but it is believed to be sufficient to indicate the class to which any belongs. If you are uncertain, however, as to any of your receipts, apply to this office for instructions in time to render your quarterly accounts properly.

As you are responsible under your official bond for all moneys coming into your hands by reason of your position as Indian agent, all funds referred to in this circular must appear in your accounts and every expenditure therefrom be properly authorized and vouched for.

H. PRICE,
Commissioner.

[Inclosure.]

Civilization, 1884.]

[Circular No. 140.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 18, 1884.

Information having reached this office that certain persons are availing themselves of their positions as Indian traders to influence, by gifts and otherwise, leading men

of Indian tribes to lease to them large tracts of reservation lands for grazing purposes, all such practices are hereby strictly prohibited.

Traders at the various agencies, and all persons engaged with or employed by them, will confine themselves to their legitimate business conformably to the license issued by this office, and any deviation therefrom, whether in the holding of the herds of cattle on the reservation for private purposes or in the attempt to obtain concessions from the Indians of the use of lands for cattle-raising, grazing, or other purposes, will, on proof thereof to this office, be promptly followed by a revocation of the license.

Agents will notify this office of any infraction of this regulation.

H. PRICE,
Commissioner.

FORT WORTH, TEX., *September 19, 1884.*

SECRETARY INTERIOR,
Washington, D. C. :

DEAR SIR: I am desirous of obtaining a lease of 100,000 acres of land in the Comanche and Kiowa territory for grazing. Would be pleased to know if the Indians have the power to lease their lands. Would also ask what course to pursue to obtain a valid lease of their lands.

Very respectfully,

C. T. HERRING.

KIOWA, COMANCHE, AND WICHITA AGENCY,
December 16, 1884.

Hon. HIRAM PRICE, *Commissioner :*

SIR: Respecting cattle and grass affairs at this agency, I have the honor to make the following report:

The orders contained in your instructions of October 25, L. 14318, 1884, I conveyed to the Indians in repeated councils and frequent meetings in my room.

Quanah, Comanche chief, says he never took out a pistol to threaten cow boys. He only asked for yearlings that were fagged out. He carried a paper to show who he was and gave information as to where the best grass was to be found, and which way they should travel. If he saw any stock that was lame he asked for that, as they would have to drop such stock some place. He says he will obey the Commissioner's orders.

Otter-belt says he will not ask anything more from cattlemen; he will stop it.

Lone Wolf, Kiowa chief, has talked to Indians about killing cattle; he has had trouble with three or four of his men, and says, if they do not stop killing cattle he will turn them over to the Government himself.

White Horse, Kiowa chief, says if the cattle were kept off the reservation and properly herded they would not be killed. "Cattlemen lie about the Indians." They blame the Indians for all the cattle stolen, strayed, or lost. Cattlemen say Indians draw cattle over the lines to catch and kill them; this he disputes, and says it is not so. Indians have killed cattle when astray and white men do just the same thing. White men kill stock, alter brands, and steal horses, and Indians get blame for all that going on in the country.

The cattlemen from the Cheyenne and Arapaho lease have repeatedly asked Indians to take bands of cattle on this reservation and herd them; that they will give them good wages for it.

The Kiowas will not agree to that; they want the cattle driven off the reservation. White men drive their cattle on the reservation and then threaten the Indians if they molest them. Lone Wolf well says, "The white cattlemen get mad quick, and that they are as ugly as Indians." I have heard from many sources that white men give cattle to Indians for one reason and another, and in so doing they will "cut out" one not belonging to themselves, a stray beef, and kill it, and then cut off the ears, and cut out the brand to destroy all trace of ownership. White men seeking favor with Indians to get cattle on the reservation for free grazing will often do this. The Indians are bad enough, but not so bad as represented. Indians, like whites, learn badness more rapidly than goodness, and unfortunately many of the whites coming in contact with the Indians are skilled in deviltry, and they transfer it to the Indians with wonderful alacrity.

I beg you to excuse the digression, sir, but, "for ways that are dark and tricks that are vain," the white man beats the Indian.

The policy of the agent in looking after these border matters should be aggressive; it is lamentably weak, negative, and ineffective.

There are some Indians who will possibly have to be dealt with severely; the majority and principal chiefs are not so. They need attention, sympathy, and encour-

agement from the agent. This they do not get in any measure. The agent is petty, distant and repelling in his intercourse with the Indians. A large number, I firmly believe a majority, are not welcomed to the agent's office; they go there when compelled to on business; never for advice or conference. This dissatisfaction with the agent is wide-spread; it is demoralizing in its tendency, because Indians require the utmost patience and a continued incitement to habits of industry, thrift, and honest livelihood. The great majority of the Indians here are well-meaning and would progress rapidly with the assistance an agent should extend to them.

To the subject contained in your letter also of October 25, L. 14939, 1884, I paid careful attention. It was impossible to hold council with all the Indians interested in the matter at once, and the two opposing parties preferred to talk separately. I therefore wrote out what I had to say (inclosure A), in order to have the same speech for both sides and all the Indians, and to prevent dispute and misunderstanding. There is no doubt about the Indians comprehending the statements conveyed to them. Both sides produce some good arguments.

The anti-leasers came forward first; their points for opposition to selling grass are, that many Indians want to learn to farm; if they leased, they would have to freight and there is not enough of that work for all; that they can work for money and stock, and will soon be able to get a living without selling land or grass, and that is the reason they want the reservation left as it is; they know there is money in the ground. Some Indians are taking cattle to herd and it should not be done; that they want plenty of room to move their cattle about so they will do well, and come out in the spring with plenty of increase; that they want plenty of room to cut hay for their increasing herds of cattle and ponies; that most of the anti-leasers have stock, more in proportion than the leasers; that many of the Indians, anti-leasers, are getting large corn-fields, and they want room so they can keep the cattle away from the cultivated lands; that if grass is sold, they will have their pockets full of money one day, and in a few days it will be all gone; cattle and crops stick all the time; do not use them like money; that they want cattle and land so they can herd and learn to work, and be ready to meet the time when their annuities and supplies stop; some Indians have good bunches of cattle now and many acres in corn; several Indians have 40 or 50 acres in corn; that they have fields of corn and some cattle now, and want white men to stay off the reservation; want Indian cattle to have Indian grass; that there is a good living in the ground, waiting to be dug out of it; some Indians are not now dependent; one first carries rails on his shoulder to make fence; that they want land as much as white men for increase of stock; that money would make their young men gamble more than they do; it would draw them away from learning to work—to gamble; that they do not want to sell grass, because they believe they will have cattle and ponies enough to require it all; want to keep cattle fat; when Washington gave land, nothing was said about leasing land; that they want their land for range; that they want their young men to learn to work as they grow up; that they think they are doing well now, and money would just put them back, and make them idle; that if cattlemen get grass they have to pay for; after they once get on the reservation they will be after more that they do not pay for, just as they act now; they will crowd the Indians back further and further all the time.

The strong points given in favor of leasing are, that their grass is being eaten up for nothing, and the Indians are tired of it; that in four or five years they have lost a large amount of money by not leasing, as cattle have been on the land anyhow; that cattle ranches in Texas are only one-half mile from line of reservation, and they cannot keep cattle off; that Quanah and his men have been in favor of a lease a long time, and many are with him; that some Indians wanted to lease several years ago, and have not changed their minds about it; that as they have to look out for themselves some time, they should begin now and lease, and have restriction that Indians should be employed as herders; that they should be allowed to do as they please about their own lands, and lease to whoever they select—people they know; that they should be allowed to try leasing grass, as they think it is best; that they should be allowed also to lease to the cattlemen they have known a long time; they feel under obligations to them; have received a good deal from them; that the tribes should be divided, let those who want to lease take a part of the reservation and lease it, and try it, and if the rest see it and like it, let them come in too; that they ought to be allowed to lease if they want to do so.

A final council was appointed by the leasers, and two Indians were selected to give the final talk; they asked to have their speeches written out in full, which was done. Quanah, chief leaser, had to go home before this council, and he told me Jack would act for him, and that he, Jack, had his, Quanah's, talk. I ask to have these speeches, inclosures B, carefully read and examined. Quanah sent me the inclosure C, purporting to be the result of a council; this note was read in council as part of Quanah's speech; it was written by a cattleman, Dick Saunders, and it was molded by him and not by the Indians.

While councils were in progress I began the vote. The method established was to

take the agency census-book as a basis of the count; to allow chiefs or headmen to claim those not present; to have the same rule for both sides; not to allow either party to see the result; in case of dispute to have the party in dispute, as claimed by both sides, come forward and speak for himself; not to allow boys under twenty to vote unless they were actually at work; to mark those claimed by both sides "doubtful," where they could not be seen.

The Penetethka Comanches have been ranked among the affiliated tribes of the Caddo and Wichita Reservation for many years; they were there before the agencies were consolidated; their ration and annuity day are the same as the rest of the affiliated tribes, and not with the Comanches; the agent ranks them in his report with the affiliated tribes, and in no way connects them with the Kiowas, Comanches, and Apaches, on south side of Washita River. I therefore decided to vote the Penetethkas separately; if they continued with the affiliated tribes and received annuity goods with them, they could not come over and again receive another share with the Comanches. If voted, counceled, and shared benefits, such as receipts for sales, with the affiliated tribes, they could not do the same thing for the same time with the Comanche Indians.

The vote stands thus:

	Anti-Lease.	Lease.
Kiowas	256	14
Comanches	137	182
Apaches	4	60
	397	256

Majority against leasing, 141.

Now, voting the Penetethka Comanches and giving leasers all the doubtful votes, this result follows:

	Anti-lease.	Lease.	Doubtful.
Kiowas	256	14	3
Comanches	137	182	.....
Apaches	4	60	11
Penetethka Comanches	5	34	.....
	402	290	14

Majority against leasing, 98.

I have tried to represent to the opposing parties the advantages of the sides opposing them, and have labored and labored to get them started towards each other, with a view of settling the matter, so that all would be satisfied. But they stand stubbornly apart, the leasers being particularly uncompromising and arbitrary in all their demands. This struck me as being so very unusual that I examined into the matter, and am satisfied of a strong ring back of the leasers, who are managing things with an eye to business.

At the time of the first council in regard to the lease, in February, 1883, I believe, the agent and his clerk, Kuhn, both announced that "the Indians had leased," they pushed the Indians forward, and gave judgment for them, and in such a manner as to make the Indians suspicious. They naturally resisted being crowded into a project upon which they had not deliberated, and in which the whites about them had such a peculiar, persistent interest.

A day or two before this council a paper was seen in the possession of Clerk Kuhn, amply now identified as a paper which I recently held in hand, the writing of which I at once recognized as Clerk Kuhn's, and of which I gave you a copy, made by myself, inclosure D.

This paper conclusively proves that Clerk Kuhn was party in principal to a movement here recorded, to capture the whole business of leasing at that time, all set up by a ring movement.

You must see how and why the Indians were disturbed and agitated. Do you wonder at it?

The jealousies of white men that they were being outdone by others, made them take any chance of influencing or soliciting Indians to their side. *This paper is the key to the continued disturbance among the Indians.*

Instead of the Indians voluntarily meeting in council and deciding what to do with their lands for their immediate and future interests, they are pushed, headed off, coaxed, driven, and shabbily manipulated by this following band of designing cattlemen and agency employés.

Instead of using his high office of trust on behalf of *all* the Indians for their *united* welfare and *general* good, the agent employs it in petty partisanship.

I do not question the belief, the opinion of the agent, or anybody else, as to whether it is best for the Indians to lease or not lease, but I do insist that Agent Hunt and his clerk should have stood aloof from all white men, and all friendships, and all pecuniary interests, that might influence them one iota in this matter, which should be discussed purely of Indian concern, without remote reference to the gains, losses, or interests of cattlemen or agency employés.

Several of the names on this list are those of men owning cattle on Texas lands, bordering the reservation; several are those of very poor persons; they could not themselves hold one share, and consequently it was those shares, held in name, that were to be divided among the "silent partners."

That this plot exists now, to run the lease by a ring, remains for me to prove, which I beg your patience to follow, as it partly governs my recommendations.

Enclosures B and C show the same organization for the same purpose, in another form. In C, Dick Saunders states that he himself and the rest of their cattle men friends are "good, honest men." I asked Quannah if it was true, as stated in C, that he and the agent had tried to get the Indians to lease? He said it was true, that the agent was on their side.

I submit that paper as evidence that the agent is still directly associated with the determined leasers. Enclosure B is a very remarkable document. In order to be sure that this paper was rendered as given by Jack and Saddetaker, I questioned the interpreter, these Indians, and others very carefully. They intended to convey just what is stated. They "will not lease if the money goes into the hands of the Secretary for disbursement."

I read the law to them, fortunately quoted in your letter, and explained it fully. I told them the law made it the duty of the honorable Secretary to take the money and account for it; the result is expressed in B.

Quannah told me before he left, that most of his Indians would go against leasing if the money was not paid into their own hands for their own personal disposition.

Why is this so?

A few days ago Burnet and Waggoner called on me; heard I was going to lease, and they wanted grass. They spent most of their time with me in inquiries, suggestions, and advice in relation to the disposition of the money received from the lease.

Jack has openly asserted in the agent's office that he is going to lease anyhow. One cattle man went to Washington with Quannah last summer to be on hand in case a lease could be effected then and there.

While Quannah and Jack were here, they were in close intercourse with the whites of the agency. Together they had the Penetethka Comanche issue day changed; they are endeavoring to bring the Penetethka Comanche over to this side of the reservation; they changed their annuity day; that is all right in itself, but it shows the concerted action of certain parties, and that the leasing Indians have been skillfully managed by the cattle men and agency employés, so that they all are solidly bound together.

Only one conclusion presents itself, and that comes with force. Here is a bold attempt, made with threats to the Department, to control pasturage at their own rates per acre, and to divide the unaccounted for proceeds, and to expend them as those few dictate. This is not the work of Indians; the suggestion comes from white men. Jack and the other leasers agitate only that one matter, and they will not yield a point. They boldly say that if Washington does not fix up the matter they will go ahead and lease themselves. (Inclosure B).

The anti-leasers come forward and present their reasons for not leasing with another spirit; they say that if Washington thinks it best for them to lease after they hear what the Indians think and say, why they will listen to Washington, and counsel upon what is said to them.

This ring would run the lease and crowd all opponents to the wall, giving them a slender share of money—a regular Indian division.

While there are some good reasons for selling grass, they surely cannot be considered until the dignity of the Department is sustained and respected.

I therefore have the honor to recommend that this reservation be cleared of trespassing cattle without delay, and that the Indians be made to understand by the prompt, unflinching action of the Department, that neither they, nor persons using them as cats-paws, can assume control of the reservation or dictate unlawful terms to the Government.

I recommend a law providing a penalty for trespassing with cattle upon this Territory.

For the peace and good order of the reservation, the welfare and friendly feeling of the Indians with each other, and for their protection from designing men, I ask your immediate consideration of these matters.

I have the honor to add that, there are possibly one and a half million acres of land of this reservation now unoccupied by the Indians, but being partly possessed by trespassers forming a crescent line along the south and southwestern border of this reservation.

With the current ratio of increase of cattle among the Indians, this belt of land will be a surplus beyond Indian requirements for the next five years at least.

If it is the policy of the Government to allow Indians to sell grass from their surplus lands, to assist the United States, in their substantial support, this strip of land can be utilized. If the Department will take the grass letting into its own hands, superintend it in all details, and protect and provide for the interests and representations of all Indians alike, I am sure these Indians will be glad to follow the advice of the Department *by a great majority* and to accept its proposition at once.

The Indians were stampeded by the jealous eagerness of designing men. They are not unreasonable, hard to control, or troublesome; but against the crowding and forcing of a grab game upon them, they simply revolted.

Nobody can blame them for going otherwise than to revolt.

Respectfully submitted.

PARIS H. FOLSOM,
Special Agent.

[Inclosure A.]

KIOWA, COMANCHE, AND WICHITA AGENCY,
November, 1884.

Indian Friends in Council assembled:

You say you are glad to see me here among you again; that you have been waiting for me to come and help you out of your troubles, and many of you come to shake hands with me.

This makes me happy, of course, and I am glad to be here again, but you must remember *well* that I cannot make peace and stop your troubles alone, all by myself. You must do your part—you have big work to do yourselves—and that is to stop dispute, and shake off the hold that some white men have on you, who give you money, and beef, and canned fruits, and tobacco to talk their way, for their good.

I want you to go to yourselves, and talk and counsel, and then come to me with what you have to say. That is the way I want you to help and do your part.

When you raise corn and work hard to make it grow, you do not pick the ears off green to put away to feed your stock and make meal, it would soon dry up and rot and be no good. But you wait until it gets fully ripe and hard and then it makes good meal, good food for stock, and it is rich and big with fat.

Now it is the same way with the thoughts in the head—before you take them out and give them to me, you must wait until they are ripe, and hard, and big with fat. I do not want any green thoughts. Green thoughts, like green corn, soon change and rot. Work your thoughts until they are full and ripe and then give them to me. And remember *well* that what you say I shall write down on paper, and send to the Commissioner at Washington.

The Commissioner directed me to bring you together in council, and to explain some matters to you which he has written. What he has put on paper and sent to me, is just what he would say to you if he was here himself, or if you went to see him. It is the same talk.

Now, hear what I say—it is what the Commissioner has written—it is what he speaks to you.

First thing. About letting cattlemen have the grass on the reservation to feed their herds of cattle. Washington says if all or many most of the Indians want to sell the grass, it is all right; if many most of the Indians say *not* to sell the grass, then that is all right. He wants all the same mind. Indians cannot sell or lease *land*—not do that. They may sell or lease what grows *on* the land—that is, the grass that is cut off by horse mowing-machine or eaten off by cattle—they can sell that if many most of the Indians say so. If many most Indians say *not* sell grass, then Washington says that is all right. Washington wants to hear your minds. You must not keep anything back. I do not want night talk about this, in the dark, out of sight. I want talk in the light so everybody can see your acts and hear what you say. Commissioner tells me to put what you say on paper and send it to him. I shall do that, and I want your talk to be like ripe corn.

Now, the next thing, what is paid for the grass, what is paid to let cattle go along on the trail, and what is paid for hay, or timber and wood, all that money must go to Washington, and it will come back and be used for all the Indians in the way Washington thinks best for the Indians. That is law made by Congress—Indians

cannot collect the money themselves. It will not be given to only a few Indians; all Indians will get the good of it.

The next thing, the Commissioner says that traders must attend to their own business in stores, and have nothing to do with holding herds of cattle on reservations, and traders must not talk to Indians about grazing or leasing grass.

Traders must let cattle business alone and stick fast to selling goods in stores. Traders cannot be cattlemen and cattlemen cannot be traders. The Commissioner will not allow traders to be two kinds of men at one time.

Now, the last thing I have to tell you about at this time is the cattle trail and the trouble the Indians make the bosses and cowboys. Commissioner says the Indians must stop asking for cattle on the trail; they must not ask the bosses and cowboys for money for passing over the trail; they must stop stampeding cattle and horses.

That is, Indians must just let alone cattlemen and cattle and horses on the trail through and along the west side of the reservation. Indians must stop stealing and shooting cattle—must stop troubling cattle and cattlemen. They must not do that any more. That is the Commissioner's talk.

Many bosses went to Dodge City in Kansas and wrote down on paper all about how the Indians treated them, and what Indians did with the cattle and horses on the trail, and sent papers to Commissioner at Washington.

It made the Commissioner feel very bad to think his Indians would do so.

Commissioner will look after the Indians now, and he will make heap trouble for them if they do that any more.

When cattlemen go through reservation on trail they will pay money for the right to go through on trail and for the grass the cattle and horses eat while on the trail on the reservation. That money will go to Washington and Washington will spend it for the Indians the way Washington thinks best.

I do not know what the Commissioner will do with those Indians who have made this bad road, but if all the Indians come in and promise me they will stop going that bad road, I will ask Commissioner not to punish them for what they have done in the past. Any more bad way like that will bring heap trouble on the Indians. I want to tell you that *good*.

I think if there is any more trouble like that that Washington will make all the Indians out there come in near the agency, and that he will let other good Indians go out near the trail.

I have explained this matter to you many times; have talked it over and over. If you do not understand any part of it, I will explain again what I have said.

If you understand it I am ready to hear what you have to say.

P. H. FOLSOM,
Special Agent.

[Enclosure B.]

(“JACK” PERMANSEE'S SPEECH.)

[He says may be he will give you a long talk. Substance of his address to his people.]

We have been trying to get along, that is, some of us, while others are not. He says some goes around and gamble off their property and are going down hill all the time. He says we must look ahead and take advantage of the opportunity given us and go ahead and not split up in parties and work different ways. We must pull together and work together and follow the road as the white Chief has laid the road out for us. In working this way all of us will have something.

All you see here are Quanah's men and have Quanah's talk, and there are some of the Kiowa chiefs that have the same talk. Quanah is away off, may be in Texas. The talk we will give you Quanah knows; he has heard the talk. Some of the chiefs have not come, but they know of their talk. Wild Horse is one of the chiefs. He says White Eagle is not here but his father is. He says the talk he is going to give you is the talk of all the men. He says we have two roads, Tabi-nan-na-ka and Quinah's, and we are going to talk about them, and which is the best. He says Quanah and myself, Big Bow and Black Star, Howling Wolf and Little Mountain went to Washington. We did not find the Secretary or Commissioner there. He says when we got into the Commissioner's office we found another man in his place. He says that man in the Commissioner's place said, what are you hunting, what do you want? He says yes we told him our homes are south of the mountain and we have two roads and we have come to find out which is the best. That man says why do you have two talks. I told him our party talks about selling grass, and that is the reason we have two talks. That man says what is the reason you make two talks, the country is yours and you must decide. He says he told him we wouldn't have two talks if it was left to ourselves, but Joe Leonard, a white man, came between us and caused us to split and separate. Before that we were one way. And the Acting Commissioner said, how many white men go with Joe Leonard and advise you in his [Leonard's]

way? I told him two, George Conover and McKenney. He says the Acting Commissioner told Quanah, if you want to sell your grass go ahead, go slow and make it straight and then sell your grass. He also says [the Acting Commissioner], said, I can't tell you to quit talking about selling your grass or to sell your grass, for I have not the power. He then said about selling your grass, that is good and for your benefit. He also said, your father is not here, he has gone fishing, but I will put down your talk and your father will see it when he comes. He also said [the Acting Commissioner], I have told you about your grass, and do the best you can, and when you go home tell Tabi-nan-na-ka what I have said and may be he will sell grass. And Quanah said no, he has Joe Leonard as a big chief and he won't listen to us. He also said [Acting Commissioner], I will send you a good man who will work to the interest of the Indian like myself, he has gone on. He also said, you must not look to Washington, but to that man, and he will write all down and send it to us, that is, what you say to him. He also said, now, you go home and look for that man, and any business you have to do he will attend to it for you. That man I sent he has all of Washington's talk on his back. When you go home you must look for that man, and you will hear all of Washington talk. When I come home I see you I thought you was the man with all of Washington's talk on your back. He also said [Acting Commissioner] the man that has got Washington's talk on his back when he gets there he will make two talks, you got one. But instead of making one and putting all together it seems as if there is two talks yet. He says that man at Washington, the man that had gone ahead, would make one talk, but have two yet. Now, I am going to say what I think would make one. He says Tabi-nan-na-ka talks in this way, Quanah's talks this way—we are red men, this country is ours, and I am going to talk what I think is good for all of us. The Acting Commissioner said the country yours—white men can't talk—it is your country, and what you think is right you must do. He says the Acting Commissioner told him that is your country, and we won't let any white man cheat you, and if you sell your grass we will see that it is all right, and if any white man does wrong to you we will run him out of the country. He also said [the Acting Commissioner] the country and grass is yours, and you can't sell your grass to man away off, and that has no cattle. He also said [Acting Commissioner] you have an agent there, and he will see whatever you do is right. He also said your agent can sell your grass, and whoever buys your grass your agent will see that it is done right. He also said you have a big country and the grass and everything belongs to you. He told us go head, go slow, and after while you will come out all right. This is the talk I give you now, and this is the talk I want you to give the Commissioner. This country is ours, we had a big country, and Washington come along and cut it off, and may be Washington cut more, and we had better make use of it before that happens. He says here is the mountain and south of the mountain we want to sell the grass and get something for it. He says he knows all the country, but he wants to sell a small portion, and afterward if it is good, he will sell more. He says I told you the country and grass is ours, and it seems as if Washington can't fix it up for us, therefore I will sell all the grass and tell Washington whom he is going to sell it to. Maybe sell two years or more, and when the time is up he will ask Washington to send soldiers and drive them out. That is what Washington told him—told him to go ahead, make it straight and sell your grass, and what you get from selling your grass is for the benefit of your people—that is Washington talk, and that is the reason I am going ahead. He says Washington always gives them a good talk, tells him to go ahead and advance themselves. He says he takes his talk, and here is big cattle men on the other side of the river that wants to buy grass, they have plenty money, and if we sell to them, and when they bring cattle on our country our people will herd for them and make something that way and soon learn the white man's road. The men whom I have referred to I have been with them five or six years. I see them, and they are good men. I know them. He says Washington don't know these men. I have been with these men. I know the country is ours, and we are doing this here. He says a long time ago I didn't know much, but Washington talk to me, and I see Washington road now, and I understand. He says one thing about Washington talk I don't like. He says one thing he don't like that he will tell you, that is about when I sell grass Washington wants me to put money into the Treasury. He says Washington first gives them a road and they begin to find out white man's road, and that is the reason he wants to sell grass to benefit his people. They want the money; all of the young men wants it, and their people can buy cattle with it or they can take the cattle instead. He says that one thing, taking the money to Washington, he don't like, but all the rest of Washington talk he likes and follows. That is the talk of all here, that is, the chiefs. He says they can let him keep the money here, and if they don't do right with it then Washington can take it and put it in Treasury. He says that one thing he don't like, that is, Washington wants the money to go there, and if that is so they won't sell grass; he says the grass belongs to the red man, white men have got nothing to do with it. You [the special agent] has nothing to do with it; Tom Woodard has got nothing to do with it; Hayworth has got nothing to do with it, or any white man, nor does it belong to George Conover; the country is ours. He says about

a year ago Hayworth come here, right in this house, and he told the chiefs he wanted to buy grass. He says not long ago Hayworth sent two men down here looking for children. Hayworth told them, after get children, to bring two Kiowa chiefs, two Comanche chiefs, two Apache chiefs, two Wichita chiefs, and Caddo chief, and Woodard to interpret. Then I thought may be so they will talk to these men about selling grass again. He says he don't know what I think of that Hayworth; wants nine chiefs to go up there and Tom Woodard to go along with them; about a year ago he, Hayworth, talked about buying grass, and I think he wants to talk to them again about it. He says Sun Boy told him: [me] that Hayworth sent for him. He says some time ago Sun Boy lost forty-three horses, and Hayworth told him that he had that money for him. He says he don't know what to think; may be that money is to buy grass or may be it is for the ponies; he don't know what to think. He says he also heard that Tom Woodard sent for Tabi-nan-na-ka and that he [Tabi-nan-na-ka], Sun Boy, and Tom Woodard is going to see Hayworth. He says we Indians are doing this; we are selling grass, but some white men interest themselves, like Hayworth; he is away up there; he is got no cattle. The men I want to sell grass to I know, and they have git cattle. He says he has been traveling the white man's road a long time, and when a white man don't talk straight he can tell and is the reason he acts for himself. He says all the men you see here are Quannah's men, the Apaches are with us. He says I told you I want to swap grass, and the men whom I want to sell grass to I will give you their names. He says away out where Quannah lives is General Grooms. I know that man's heart; I know him well. Again there is another, a little south, George Fox, I know what kind of a man he is. Off that way is another man, his name, Tom Waggoner; he says he knows that man's heart; and another man, a big cattle man, that is Burnett, he says he knows him well. He says another is Suggs; he says he knows him well; and another is Addington, and knows him well; and another is Huntley; and that is all the men he knows. He says also my interpreter Nack-toa [E. L. Clark].

The above is as given to me by the interpreter, James H. Deere.

HUGH L. TOBIN,

Agency Physician.

SADIE-TETH-KA'S SPEECH.

He says when we had a council last Saturday Otter Bolt told you that they give all the talk to two men; that is all of the men in the room. Jack gave it to you Saturday; I will to-day. He says the Great Spirit gave him this country; it belongs to the red men; he says he don't want to say a heap; he wants to tell you what he is going to do. He says he calls you friend; when you come he heard you talk. He heard that you talked to other Indians; that the Penetaker had no right on this side nor the Apaches, and he will tell you about it afterwards. He says on this side they have got traders here; the traders are here to trade, and that is all they are here for. He says we Comanches are brothers; we are one. Me and Quannah and others are trying to travel together; Tabi-nan-na-ka has another road. He says he has been looking for the best way for us all to travel; that is the best road he is looking for. He says while he is hunting a good road for the best for his people, Tabi-nan-na-ka is counciling in the brush. He says when he saw you he called you friend; he thought you was a big chief and sent here to make everything straight. He says yes, I have been traveling a good road. I know a little; Sun Boy and Tabi-nan-na-ka has done something that is not right; that is what I think. He says yes, I will tell you about a white man here. That is Conover. When I first saw him he was poor, and in our country he made something of himself. He says Tom is a clerk; he thinks Tom is not doing right. He says Hayworth some time ago—a year ago—he come and he told the chiefs he wanted to buy grass. He says when he heard that he didn't feel good; he don't want Hayworth to talk that way, and he says he wants you know that Tom, Hayworth, and Conover and you who have been talking that way to stop; this country belongs to me—the red man. I am going to tell you my heart. He says he has been following Tabi-nan-na-ka for some time, but can't keep up with him; now he is going to make a road for himself. Now, I will tell you I want to swap grass because it will benefit us. He says, Tabi-nan-na-ka I don't want to talk bad to him; I love him. He says the country belongs to himself and he wants to tell you what he is going to do. He says all of us red men take Washington's talk, and when he sends his talk we take and follow it. He says Washington says sell your grass and Washington says send the money here. I say hold on, and then I will be all right. He says Tabi-nan-na-ka says he has got heap people and we have none; he don't talk straight; that is not so; he talks crooked. He says Per-man-see told you the names of the men that they want to sell grass to. Those are the men I want to sell grass to. I know them, too. He says the cattle men are right on the edge of my country. They are close, and that is the reason I want to sell the grass to them. He says I don't want to sell grass to a man away off. I want to sell to men close. He says Washington says want the money to go to the Treasury. If Washington do that I won't swap grass. He says he has been working with these men; he knows them, and if Washington keeps talking about sending the money to the Treasury and if that

is the case all of his people will have one heart and we will all stick to our talk and not sell the grass. He says white people steal horses from us, and I never heard that Washington says he would give us money for those horses stolen; I have never heard that yet. He says Sun Boy told me that Hayworth sent for him to come and that he had \$1,500 for him that Washington give him for the horses stolen a long time ago. He says that is what he heard. He says Sun Boy said to me the 43 head of horses he lost he is going to get \$1,500 from Washington, and if that is the case we have all lost horses and we will all get money. He says I have been studying over this thing for some time. Hayworth wants to get these chiefs up there and do something crooked, I think. He says I tell you this is my country—the red man's country—and what I want to do I am determined to do. He says you have been counting Comanches and you have got it down. He says he thinks that Tabi-nan-na-ka give it to you wrong. That is what I am trying to tell you. Tabi-nan-na-ka, the men he told you is not so and he wants you to rub out. He says when we sell the grass and after we sell, then is the time to count.

The above is as given to me by the interpreter, James H. Deere.

H. L. TOBIN,
Agency Physician.

[Inclosure C.]

QUANAH'S CAMP, INDIAN TERRITORY,
November 13, 1884.

DEAR SIR: At the council held here to-day we decide to lease our grass.

I know there are a great many of the Indians who do not want to lease, but we have a majority of all the Indians who are more than anxious to make the lease.

There is one objection we have to make, and that is, we decidedly object to any lease money being paid into the Treasury or to any one but ourselves, as the treaty of 1867 binds the Government to furnish us rations and annuities for thirty years. We have still thirteen years of the treaty left, and by that time we want to make ourselves self-supporting, and we take this means of doing it. And for that reason we object to our money being used for any other purpose or retained from us. The men we want to lease to we know very well, and they have ranches all along the line in Texas bordering our reservation, and as we know them to be good honest men, and that they will always be there at their respective ranches, and we select them as the men to whom we want to lease.

There are some Indians that do not want to lease. The agent and myself have talked to them time and again, but they refuse to listen or take advice, and we to-day decided to lease the country, that which is unoccupied. We do not want to divide the country unless it is absolutely necessary, but let them remain where they are, and not to interfere with us.

Yours, respectfully,

QUANAH PARKER.

Hon. PARIS H. FOLSOM.

(Memorandum written on above in pencil:) Dick Sanders, cattleman in Texas, as interpreter. Council was held at Quanah's, west of Sill. Written by Dick Sanders, and read to Quanah afterwards in council at school-house.

[Inclosure D.]

"Memorandum—Union Cattle Company (or any other name to be agreed upon)."

To lease 2,000,000 acres, all south of Sill, from Chickasaw line to North Fork, and west side of reservation (to make 2,000,000 acres).

Capital stock	\$5,000,000
Waggoner (in shares of \$100,000 each).....	500,000
Burnett.....	500,000
Ikard.....	500,000
Groom.....	500,000
Hunter.....	500,000
Wilson.....	500,000
Reynolds.....	500,000
Hood.....	500,000
Conover.....	100,000
Clark.....	100,000
Clark.....	100,000
Jones.....	100,000
Pruner.....	100,000

ANADARKO, December 16, 1884.

A correct copy.

P. H. FOLSOM,
Special Agent.

No. 3.

Copies of documents and correspondence on file and of record in the Office of Indian Affairs and Indian Division of the Department of the Interior, relating to lease made by the Cherokee Nation of lands west of 96^o Indian Territory, to citizens of the United States for cattle-grazing purposes; also of correspondence showing the action taken by the Department in opening cattle trails through the leased lands.

[Furnished in obedience to Senate resolution, dated December 3, 1884, and supplemental to S. Ex. Doc. No. 54, Forty-eighth Congress, first session.]

In the matter of application of Peter Hollenbeck *et al.*, to secure prior rights to stock ranges on Cherokee Strip.

PETITION AND ABSTRACT OF TESTIMONY.

DEPARTMENT OF THE INTERIOR,
Washington, District of Columbia, ss:

Humbly petitioning, Peter Hollenbeck, Jasper D. Love, William T. Estus, James C. Weathers, Newton J. Thompson, for themselves and others associated, represent that they are residents of the State of Kansas, and citizens of said State and the United States; that they are farmers and live-stock raisers, and that they, each of them, have their stock, consisting of cattle, sheep, and horses grazing on what is known and called the Cherokee Strip; that they put their stock on said strip under permits or licenses, before issued to them or their grantors by the authorities of the Cherokee Nation, as is by the statutes and laws of said nation made and provided; and that these petitioners have so held and grazed live stock on said strip, and on designated pieces of land, known as ranges, and have expended large sums of money to purchase stock, and holding or herding in bands or herds; that the permits or licenses were or are issued to grazers for the period of one year, and from year to year, and renewed to the former person holding permits. Petitioners represent that in May, 1883, the Cherokee national council passed an act pretending to authorize the leasing of the aforesaid strip to a company or association of men alleged to be incorporated under the laws of the State of Kansas, and organized about March 8, 1883, under the name of the Cherokee Strip Live Stock Company, and that afterwards, to wit, on the 5th day of July, 1883, the Cherokee Nation did go through the form of executing a lease for five years, but which lease is not now, and never has been, as these petitioners are informed and believe, duly approved and authorized by the executive officers of the Interior Department, as is by the statutes in such cases made and provided; and these petitioners further state that prior to the time of said company taking possession of such track of land, and prior to the passage of the aforesaid acts and extension of said lease, they were on said "strip" with their bands or herds of stock, and had paid to, and were, and are now willing, able, and anxious to pay to the Cherokee Nation, or any duly authorized person, any money or moneys due for permits or privileges to graze their stock thereon; but your petitioners state that the aforesaid Cherokee Strip Live Stock Association, to injure and greatly damage these petitioners in their rights aforesaid, have, and are colluding with the officers of the Cherokee Nation, and with a company known as the oil company, composed, so far as these petitioners know, of two men, whose names are Windsor and Roberts, and that the aforesaid Cherokee Strip Live Stock Association, without authority of law, or the approval of this Department, have established at a place known as Caldwell in Sumner County, in the State of Kansas, their headquarters, where they held a court, claiming to and exercising full jurisdiction over the territory embraced in the aforesaid pretended leases, and all persons grazing cattle or stock of any kind thereon, and that such court is held in the interest and to promote and further the designs of the aforesaid oil company, to deprive and to debar these petitioners of their prior and just rights in the premises. In consideration thereof, and that justice may be done, these petitioners present here the affidavits of themselves, the acts of the Cherokee Council, the lease aforesaid, and such other papers as will throw light on this subject, and respectfully ask that this Department will secure to these petitioners all such rights and privileges as are justly due to them, and which are so unjustly withheld from them.

PETER HOLLENBECK,
JASPER D. LOVE,
WILLIAM T. ESTUS,
JAMES C. WEATHERS,
NEWTON J. THOMPSON,
JOHN J. ROACH,

Petitioners.

To the Hon. SECRETARY OF THE INTERIOR.

S. Ex. 17—10.

In the matter of application of Peter Hollenbeck *et al.*, for right to graze on the Cherokee Strip.

Abstract of the affidavit of Peter Hollenbeck.

He is forty-two years old, lives in Sumner County, Kansas, is a farmer and stock raiser, purchased three farms in 1882, adjoining Cherokee strip, on the northern side, with these farms had privilege to graze stock on the strip adjoining farms, which his grantor held by a permit from the Cherokee Nation, and had paid to Cherokee Nation all taxes due; and that he proceeded to expend large sums of money, to wit, \$5,000, and put the same on this range; and that afterwards, to wit, on this 6th day of July, 1883, affiant went to Caldwell, Kans., where the Cherokee national treasurer was, and tendered him all the money due the Cherokee Nation for taxes that was then due and payable, and demand a renewal of his former permits to graze his stock, but the officer refused any money, and refused to issue any permit, giving as his reason that before the time the collector or treasurer had issued permit to graze stock on affiant's range to persons known as Windsor and Roberts, or as the oil company, and that such permit, if any was issued, was issued after the time affiant took, and while in possession of his aforesaid range, and without notice to affiant, and that all the stock owned by said Windsor and Roberts, or oil company, was some sheep, and which were held some twelve miles from affiant's range. Affiant is acquainted with the custom among stockmen who have and hold live stock by permits, and that they are transferable by purchase and assignment, and that such rights are recognized by the Cherokee Nation in applications for renewals of permits; that he is ready, willing, and will pay to the Cherokee Nation all money due for tax, but he cannot do so unless the same will be received, and that the refusal is in some way to favor the aforesaid oil company and to injure this affiant in his rights, which are prior in the premises, having no adequate remedy, prays relief to the Indian Bureau, and prays protection, and that he have permits issued to him for purpose aforesaid; has made application to become a member of stock association, paid all moneys for dues, but that his certificate of membership is withheld because the collector refuses to issue his permit to graze as aforesaid.

Subscribed and sworn to before J. H. Bonsail, July 17, 1883.

Abstract of the affidavit of Jasper D. Love.

He is thirty years old; resides in Arkansas City; occupation, a stock dealer and raiser. In June, 1882, put 300 head of cattle on Cherokee Strip to graze; made application to Cherokee tax collector, and informed him of the number of head affiant had; requested him to issue permit; no reply; in February, 1883, went to see collector, tendered him all money due for his tax; collector refused to receive same and to issue permit, assigning as a reason that the Secretary of the Interior was investigating matters, and that on the 5th of March affiant made another effort to pay tax and have his permit issued, but was again refused, and that all tenders he made to collector was to pay all tax due from his first entry on the strip up to the date of tender; about July 6, 1883, he met tax collector again, and tendered him all tax due and applied for his permit, but tax collector refused, giving as his reason for refusing, that he had before, on the 17th of March, 1883, issued to a company known as Windsor and Roberts, or the oil company, a permit for affiant's range. Affiant states that if such permit was issued it was in collusion with oil company to injure affiant in his prior rights and without notice to this affiant, and full notice to collector, that affiant did occupy the range and was applying for permit, and that as the oil company had no stock of any kind on his range, and had no rights, prior or equitable, to have such permit issued; that he has always been, and now is, ready, willing, and able to pay all the taxes due to the Cherokee Nation for grazing his stock, but that by reason of collusion of the aforesaid oil company and tax collector affiant is prevented from paying and receiving his permit, and that he is greatly damaged in his property and rights in the premises; that he is a member of Cherokee Strip Stock Association, and that to recover his rights he filed a contest against the oil company, and brought the testimony to show in his favor, but the board being in collusion with the oil company and tax collector, decided that this affiant had no range, attempting to declare affiant an intruder, when in truth and fact affiant has prior rights to the oil company and the Cherokee Strip Stock Association; the course pursued by the oil company is to ride over all other occupants of the strip and not to observe prior rights, claiming right to make metes and bounds, and to designate where we shall be allowed to go with stock, not respecting any person prior located thereon.

Subscribed and sworn to before J. H. Bonsail, July 17, 1883.

Abstract of affidavit of William T. Estus.

He is thirty-seven years old; resides in Cowly County, Kansas; post-office Silver Dale; occupation, live-stock raiser; June, 1881, put 400 head of cattle on Cherokee Strip, on a small stream known as Cattle Creek or Rodock Creek; paid tax during

summer, and permit was issued to graze; in the month of September paid all taxes due to July, 1883, to Cherokee tax collector, and in June, 1883, before expiration of time of former permit, he went to his bank and instructed cashier to write tax collector informing him the number of stock affiant was liable for, and when reply was received cashier to pay amount out of funds affiant had on deposit at the bank. About 29th of June, 1883, received a writing signed Pink Fouch, manager for Windsor and Roberts, to appear at Caldwell, Kans., on the 5th of July, before the arbitrating committee of the Cherokee Live Stock Association, to have the lines on affiant's range settled.

Affiant went to the place on the 4th of July; nothing was done next day, and not until the 11th of July was anything done, when Windsor came to affiant and wanted the trial put off, as he had to go and receive and brand cattle; affiant would not assent. Went to place of holding court and made a writing that he was ready for trial. The president of the board requested Windsor to appear, and the board extended the time to 23d of July. Committee wanted us to agree as to the time. Affiant refused. The board arbitrarily set the time July 5, 1883. Affiant tendered to Cherokee tax collector all taxes due from affiant. Tax collector asked if affiant had any contest before the board or committee; affiant said yes. Tax collector refused to take tax and issue permit. Affiant says Windsor and Roberts has not now, nor never had, any rights prior to affiant's on his range, and he is informed and believes that all the claim Windsor and Roberts have to affiant's range is by purchasing of an intruder on affiant's range. Affiant states on 2d of July he received written notice from Cherokee tax collector to come to Caldwell, Kans., and pay his tax, and that his application and tender aforesaid was within the time mentioned in the notice. Affiant is a member of the Cherokee Strip Stock Association.

Subscribed and sworn to before J. H. Bonsaill, notary public, on the 17th of July, 1883.

Abstract of the affidavit of James C. Weathers.

He is forty-three years old; resides in Cowly County, Kansas; in March, 1881, put 65 head live stock on the Cherokee Strip by consent of authorities of the Cherokee Nation; April following paid tax collector all money due for his stock and received a stock-grazing permit; in March, 1883, applied to Cherokee collector for renewal of permit, and tendered amount of tax; was furnished with blank and filled it up and mailed to the post-office of the collector as instructed; no reply was ever by affiant received; afterwards, in July, learned that tax collector had issued permit conveying affiant's range to William Estus and Brothers, without notice to this affiant. In July, 1883, went to tax collector and made personal application and tender, but was refused; he has been, and now is, willing and desirous to pay to Cherokee Nation all amounts of money due for affiant's grazing tax, and has a right to have his permit issued prior to any other person or company; that he is a member of the Cherokee Strip Stock Association, and that to be now compelled to move his stock from his range would greatly damage and injure him.

Subscribed and sworn to before J. H. Bonsaill, July 17, 1883.

Abstract of the affidavit of Newton J. Thompson.

His age is forty-nine years; resides in Cowly County, Kansas; occupation, farmer; early in 1881, through George W. Gardenhire, he located a permit to graze cattle on the strip. On 15th of August, 1882, affiant and Gardenhire divided cattle. Affiant had 130 head, and he applied to the authorities for permit to graze said cattle, and he was informed that his permit was granted and his taxes paid, but in the following March was informed that his taxes were not paid, when this affiant went to treasurer of Cherokee Nation, tendered money due to renew his application, but at this time was refused, the treasurer saying that he had before leased affiant's range to a corporation known as the Pennsylvania Oil Company by metes and bounds. The said company had no cattle at said time, nor have they now on said range. About the 5th of July, and again about 9th of July, affiant made tender again of money to pay his tax, but was refused. Affiant is a member of the Cherokee Strip Stock Association; is willing to pay all tax due to Cherokee Nation, but by reason of the unjust acts of the aforesaid treasurer he is about to be deprived of his prior rights aforesaid.

Subscribed and sworn to before Edward S. Redilion on the 14th of July, 1883.

Abstract of affidavit of John J. Beach.

He is thirty-nine years old; resides in Arkansas City, Cowly County, Kansas; occupation, dealer in cattle; first put stock on strip October, 1881; tax was paid by the man affiant bought his stock of; paid first tax from July, 1882, to July, 1883, to the treasurer of Cherokee Nation; permit was issued to the firm of Beach & Welch for the number of 186 head. On the 3d of June, 1883, paid to D. W. Lipe, treasurer of Cherokee Nation, \$47, and took his receipt, and was to pay him \$26 when I got home,

making \$73, and he agreed to send me a license for 700 head of cattle when he received the \$26; July 2 gave Mr. Love the \$26, and on the 3d of July he offered the amount to D. W. Lipe, and he refused to receive it; refused to issue me my license, and has not yet issued said license, and retains the \$47 affiant before paid him, June 30, 1883. Received a letter from Lipe, dated July 2, 1883, in which he gives as a reason for not issuing license was because Winsor and Roberts had filed complaint against affiant in regard to affiant's ranges before the board of arbitration, and he, Lipe, was bound to respect them.

Affiant states that he has complied with all conditions in his agreement, and tendered balance due; that D. W. Lipe still holds same.

Subscribed and sworn to on the 24th of July, before J. H. Bonsaill, notary public.

Abstract of supplemental affidavit of Jasper D. Love.

He knows J. J. Beach; he held stock on the Cherokee Strip, on Wolf Creek; saw them first in August, 1882; they were putting up hay; said Beach gave me \$26, instructed me to pay it to D. W. Lipe, and get his license to graze cattle. I handed him said sum of money; says he told Beach that he would send balance of money if he would send grazing license to him; he refused to accept money from me; said Roberts and Winsor had filed contest with board of arbitration, and he would not do anything until they decided. I tendered this amount to Lipe, July 3, 1883. Lipe told me that Beach had paid him \$47 and that he had promised to give Beach his license when he paid the \$26, which I tendered to him for Beach.

Subscribed and sworn to on the 24th day of July, 1883, before J. H. Bonsaill, notary public.

Abstract of deposition of Ishmael Davis, produced and read in a trial before the board of arbitration, in case of Windsor et al., v. J. J. Beach.

Witness owned range on Walnut Creek, and sold it to Beach & Welch, in March, 1882, never sold range to any one else; took possession of the range in the fall of 1880, and held I sold it to Beach & Welch, in 1882; no one else held cattle then. I claimed to the east line of the Beach & Welch range; was known as the Davis range, and west to the Pancha road; there is no other shelter that amounts to anything, except Hackly's grove on this range.

When I sold my hogs and corn to D. Warren, I sold to him no certain amount of range.

D. Warren said he would crowd Beach & Welch off the range; I told him they had a right to the range, as I had sold it to them, and to get them shut off then they must go and buy their cattle. Windsor asked me if I had any interest in the range; I told him I had not as I sold to Beach & Welch, and would assist in holding it, as they were entitled to it. He asked me when I was going home? I answered to-night. Cannot you stay to-night and go with me to Hunnewell to-morrow? I told him I would let him know in a few minutes; I told him I would. He offered to pay my expenses. Next morning we started in a buggy; had not got over two miles; he said are you going to come back to Caldwell to the trial? I told him I did not know if Beach wanted me. He said, is he paying you anything? I told him no, I charged him nothing. He said I will give you seventy-five. No, says he, I will pay you \$100 and pay your expenses on home if you will not come back. I told him I would have to study on that. Before we got to Hunnewell, he says what do you think about that; you have had time enough to make up your mind. I told him I did not know what to think about it. He says I will give you \$150, and you pay your own expenses, if you will not appear before the arbitrators. I told him he could not buy me; I said you offered Beach \$650 for the range—you cannot buy me for \$150. Then he says how much will you take? We can't afford to spend no thousand or twelve hundred dollars, if we can get it for five or six hundred dollars. I told him I would meet him in Arkansas City the next morning. The conversation took place on the 23d day of July, 1883.

Certificate of the notary public taking the deposition.

Abstract of affidavit of G. W. Scott.

I am acquainted with Roberts and Windsor; they are the men known and held up to the public last fall as the oil company, who attempted to fence up a portion of the Cherokee Strip, of whom complaint was made to the Interior Department.

Subscribed and sworn to on the 27th day of August, before J. L. Holly, notary public.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
March 4, 1884.

Respectfully referred to the Commissioner of Indian Affairs for file.

GEO. M. LOCKWOOD,
Chief Clerk.

Cherokee Strip Live Stock Association, the charter and by-laws of association, adopted at Cherokee Strip meeting, held at Caldwell, Kans., March 6, 7, and 8, 1883.

CALDWELL, KANS., March 8, 1883.

To the president, officers, and members of the
Cherokee Strip Stockmen's Association:

We, your committee, heretofore duly appointed for the purpose of preparing and reporting for your consideration a constitution and by-laws for this association, or a charter for incorporation of this association, under and by virtue of the laws of the State of Kansas, and by-laws in conformity thereto, do and now most respectfully beg leave to report as follows, to wit:

That having your interests always in mind, we induced A. Drum, E. M. Hewins, C. H. Eldred, S. Tuttle, E. W. Payne, M. H. Bennet, A. J. Day, Ben. S. Miller, and James W. Hamilton, on the 7th day of March, A. D. 1883, to prepare, sign, and acknowledge a charter of and for a corporation of which the following is a copy:

CHARTER OF THE CHEROKEE STRIP LIVE STOCK ASSOCIATION.

We, the undersigned persons, of competent age, do hereby associate ourselves together for the purpose of forming a private corporation under and by virtue of the laws of the State of Kansas, the purpose of which is and shall be "the improvement of the breed of domestic animals," by the importation, grazing, breeding, sale, barter, and exchange thereof.

First.—The name of such corporation shall be "The-Cherokee Strip Live Stock Association."

Second.—The purpose for which the corporation is formed is the improvement of the breed of domestic animals by the importation, grazing, breeding, selling, bartering, and exchange thereof.

Third.—The principal office and place of business of the corporation shall be at the city of Caldwell, in Sumner County, Kansas, but its place or places of and for holding, breeding, grazing, selling, bartering, and exchanging the domestic animals, for the improvement of the breed, for which the corporation is as aforesaid organized, shall be wherever the same can be, in the opinion of the directors or such other body of the stockholders or members of the corporation, most advantageously located.

Fourth.—The term for which the corporation is to exist shall be for forty years.

Fifth.—The number of the directors of the corporation shall be nine, and the following-named stockholders are appointed directors for the first year, viz: E. M. Hewins, whose residence is Cedarvale, Kans.; J. W. Hamilton, whose residence is Wellington, Kans.; A. J. Day, whose residence is Caldwell, Kans.; S. Tuttle, whose residence is Caldwell, Kans.; M. H. Bennet, whose residence is Caldwell, Kans.; Andrew Drum, whose residence is Caldwell, Kans.; Ben. S. Miller, whose residence is Caldwell, Kans.; E. W. Payne, whose residence is Medicine Lodge, Kans.; Chas. H. Eldred, whose residence is Carrolton, Ill.

Which said charter was on said date duly transmitted, postage prepaid, to the honorable secretary of state, at Topeka, Kans., and on said date the by-laws for the regulation of the business of said corporation were by your said committee formulated, and that thereafter, to wit, on the 8th day of March, 1883, the board of directors of said corporation met in pursuance of the provisions of said charter, and in conformity of law, elected Ben. S. Miller, one of said board of directors, president of said corporation, and at the same time appointed John A. Blair as secretary, and M. H. Bennet as treasurer thereof, and duly ratified and accepted the by-laws hereinbefore referred to. Wherefore we respectfully suggest that our action in and about the matter aforesaid be approved and accepted as the fulfillment of the duties by you imposed upon us as your committee for the purposes aforesaid, and that we be now discharged from further duty.

J. W. HAMILTON,
For said Committee.

BY-LAWS OF THE ASSOCIATION.

SECTION 1. The name and style of the corporation shall be "The Cherokee Strip Live Stock Association."

SEC. 2. The object of the association is to provide for and promote the improvement of the breed of domestic animals by all lawful means, such as providing for the

purchase, importation, barter, sale, and exchange thereof at such place or places, within or without the territorial limits of this State, as shall be or seem to be most conducive to the advancement of the interests of the association; in pursuance of the purpose and object of which the same has been and is as aforesaid organized, in exercise of the right by which and on behalf of said association to purchase any and all of whatsoever domestic animals it, the said association, may see fit or desire to purchase, or in any lawful manner acquire, together with the right to purchase or lease any or all parcels or tracts of land, wheresoever situated, as may be necessary for the holding, keeping, grazing, breeding, handling, selling, bartering, or in any lawful manner, whatsoever, exchanging any or all of any or all kinds of domestic animals, so, as aforesaid, purchased, imported, handled, bred, grazed, obtained by barter or exchange, by or on behalf of said association.

SEC. 3. All persons, corporations, or companies who now occupy undisputed range in the Cherokee Strip, and who agree to pay the assessments which may be hereinafter levied upon them by persons empowered by the association to make levies for any and all purposes, may be eligible to membership in this association upon the payment of membership fees as hereinafter provided.

SEC. 4. All corporations, stock associations or companies becoming members of this association, shall do so in the name of the corporation, stock association or company by which they are known, and in all elections or business which is to or may be decided by votes of members of this association, such member or representative of any and all other corporations, stock associations or companies being members of the association shall be entitled to one vote, and no more.

SEC. 5. Any party holding an undisputed and prescribed range, whether of one person, a company, corporation, or pool, shall be entitled to one membership; that is to say, if one person holds a certain prescribed range alone, he shall be entitled to one membership, and the same rule as to corporations and companies; if, for convenience, two or more individuals, holding each a prescribed range, hold such range in common, each of such ranges shall be entitled to one membership, and each membership to one vote. Any person possessing the qualifications hereinbefore mentioned and desiring to become a member of this association, shall first pay to the treasurer the sum of \$10 and take said treasurer's receipt therefor, and upon presentation of said receipt to the secretary of this association, and subscribing to the by-laws, shall be entitled to a certificate of membership, which said certificate shall thereupon be issued in the name of the association; provided that persons owning ranges or holding cattle contiguous to the range occupied by the members of this association in the Indian Territory, may be elected honorary members of this association upon the recommendation of the board of directors.

SEC. 6. All transfer of ranges by purchase or otherwise shall be recorded by the secretary of this association in a book to be by him kept for that purpose.

SEC. 7. All members of this association are required, within thirty days from their admission to membership, to furnish to the secretary a plain and accurate description of the "marks and brands" of all domestic animals owned or held by such member; which said description of said marks and brands shall be plainly and fully recorded by said secretary in a book to be by him kept for that purpose.

Board of Arbitration.—A board of arbitration shall be appointed, to consist of three members of the association, such board to be appointed by the directors and to hold their office during the pleasure of said board of directors, who shall have power to settle all questions in dispute between members of this association, and from the decision of such board of arbitration either party in interest may appeal to the board of directors by giving, upon the rendition of said decision, immediate notice of his intention to so appeal, and by entering into and undertaking a bond to the opposite party in such sum as said board of arbitrators shall deem sufficient for the payment of all costs and expenses necessarily incurred by reason of such appeal. In the event of the decision of said arbitrators being affirmed by the board of directors, whereupon the chairman of said board of arbitrators shall immediately notify the board of directors of the pendency of such appeal and state the time and place, when and where said board of directors shall meet to hear and determine the same; which shall not be less than ten nor more than sixty days from the time of taking such appeal, and the time and place of sitting of said board of directors to hear said matter shall be at such point as said board of arbitrators may direct; provided, always, that in no event, except by consent of parties, shall the place of sitting of said board of directors for such purpose be other than at the city of Caldwell, in Sumner County, Kansas, or at some well-known and convenient ranch upon the grazing lands of the association; and the chairman of the board of arbitrators, upon the giving and acceptance of the appeal bond hereinbefore provided for, immediately notify the parties in interest of the time when, and the place where, the board of directors shall be called to meet to hear and determine said appeal; and the decision of the board of directors shall be final.

EXECUTIVE DEPARTMENT, CHEROKEE NATION, IND. T.,
Tahlequah, June 19, 1883.

I hereby certify that the copy herennto 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 96th meridian," approved May 19, 1883, is a correct transcript from the record of this department.

JOHN L. ADAN,
Assistant Executive Secretary.

[Senate bill No. 7.]

AN ACT to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian.

Whereas the unoccupied lands belonging to the Cherokee Nation lying west of the 96th meridian, held for Indian settlement under the provisions of the 16th article of the treaty of July 19, 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 jurisdiction of the Cherokee Nation:

1. *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. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, Charles H. Eldred, directors in trust of 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.

2. *Be it further enacted*, That the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, 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 held and declared 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 land 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 the said party leasing to meet all payments required by the lease, or in any other manner violating 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 interest thereon: *Provided*, That none of the three salines reserved to the Cherokee Nation by act of Congress, on the land reserved therewith, shall be included in such lease, but shall be specially excepted therefrom.

Be it further enacted, That the said one hundred thousand dollars, required under the provision 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 payments shall be made on the first 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.

4. *Be it further enacted*, That a perfect record of the lease authorized under the provisions of 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.

5. *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 with 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 all cease.

6. *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 said association, and the principal chief is hereby authorized to cause the removal of all such persons as intruders.

7. *Be it further enacted*, The said Cherokee Strip 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. Bennet, 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 this act.

8. *Be it further enacted*, That the treasurer, whenever payments are made to him by said Cherokee Strip Live Stock Association, he is hereby required to retain the same in the treasury until the same shall amount to three hundred thousand dollars and to pay the same out "per capita," under directions of the national council.

9. *Be it further enacted*, That all acts or parts of acts in conflict with the provisions of the foregoing act is hereby repealed.

Tahlequah, C. N., May 14, 1883.

ROACH YOUNG,
Pres't Senate.
C. H. TAYLOR,
Clerk Senate.

Concurred in by the national council May 15, 1883.

JOHN SEORNE,
Speaker Council.
W. L. CORDREY,
Clerk Council.

Approved May 19, 1883.

D. W. BUSHYHEAD,
Principal Chief.

THE CHEROKEE STRIP LEASE.

This indenture made this fifth day of July, in the year of our Lord one thousand eight hundred and eighty-three (1883), by and between Dennis W. Bushyhead, principal chief of the Cherokee Nation, for and on behalf of said nation, party of the first part, and E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust, for and on behalf of the Cherokee Strip Live Stock Association, a corporation organized and existing under and by virtue of the laws of the State of Kansas, for themselves as directors in trust, their successors in trust, and assigns, parties of the second part, witnesseth:

That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter mentioned, reserved and contained on the part and in behalf of the party of the second part, and their successors in trust, and assigns, to be well and faithfully kept and performed, doth by authority of law in him vested, as principal chief, by and through an act of the national council, which said act is entitled "An act to amend an act to tax stock grazing upon Cherokee lands west of the 96th meridian," approved in special session May 19th, A. D. 1883, which said act is specially referred to and made part of these presents, does by these presents lease for grazing purposes only, unto the aforesaid E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust as aforesaid, their successors and assigns, parties of the second part, all and singular, the unoccupied lands of, and belonging to, the Cherokee Nation, being and lying west of the 96th meridian, and west of the Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnee, Poncas, Nez Percés, Otoes and Missourias, Osages and Kansas Indians, or the Salines, set apart to be leased separately under act of Congress, approved August 7th, A. D. 1882, as hereinafter set forth; the said portion herein leased for grazing purposes containing six million (6,000,000) of acres of land, more or less, and lying east of the one hundredth (100th) meridian, and the said hereinbefore-named parties of the second part, their successors and assigns, shall, for the purposes herein set forth, have and hold the above mentioned and described premises from and after the first day of October, one thousand eight hundred and eighty-three (1883), for and during the term and period of five years, thence next ensuing from said date, subject to the qualifications, restrictions, and forfeitures hereinafter provided for, and upon yielding and paying for the same the amount of money as hereinafter provided for. And the said parties of the second

part, the said E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennet, Ben. S. Miller, A. Drum, E. W. Payne, and Charles H. Eldred, directors in trust as aforesaid, hereby covenant and agree on behalf of themselves, as such directors in trust for said Cherokee Strip Live Stock Association, their successors in trust and assigns, and not otherwise, in consideration hereof and of the leasing aforesaid, to pay on the order of the principal chief aforesaid, into the treasury of the Cherokee Nation, at Tahlequah, Indian Territory, yearly, and for each and every one of said five years, the annual sum of one hundred thousand dollars (\$100,000), lawful money of the United States, the same to be paid in two equal semi-annual payments, to be made, and so paid in advance, to wit, on the first day of October and first day of April in each and every year during the said term: *Provided always*, and it is further covenanted and agreed between the said parties hereto, that if the said semi-annual payment in advance or any part thereof shall remain unpaid after the expiration of thirty days after the date the same shall become due as herein agreed to be paid, or if default shall be made in any of the covenants hereinbefore or hereinafter set forth, or as contained and required by the act of the national council approved May 19th, A. D. 1883, as aforesaid, on the part and in behalf of the said parties of the second part, then and from thenceforth it may be lawful, and is agreed that said principal chief, or his successors in office, may declare this lease to be forfeited and annulled, and the said party of the first part may enter into and resume possession of the premises herein leased.

And it is further agreed, in accordance with the act of said Cherokee council that in case the lands hereinbefore described, or any part of them included in the terms of this lease, shall be disposed of under present existing laws or laws hereafter to be passed by the Congress of the United States, or by the said Cherokee Nation, that on the party of the first part giving six months' notice thereof to the party of the second part, that then and in that event, the terms and conditions of this lease and the lease thereof shall terminate on the expiration of the said six months from the date of said notice, to all or any portion of said tract of unoccupied Cherokee land thus sold or disposed of, and the parties to whom the said lands or any portion of them should then be disposed of or sold to may enter into and take possession of the same, but then and in that event the said party of the second part, their successors and assigns, shall not be chargeable with rent on the lands so sold, but shall be allowed a rebate on all subsequent payments made on account of this lease at the rate of one and two-thirds ($1\frac{2}{3}$) cents per acre per annum on the lands so sold or disposed of.

Further, it shall be the privilege of said party of the second part, their successors and assigns, to erect on said lands such fences, corrals, and other improvements as may be necessary and proper and convenient for the carrying on of their business, and for utilizing said lands for the purpose for which they are leased.

And in case this lease shall be terminated as to all or any part of said lands, by the disposal of the same as heretofore provided and set out, the said party of the second part shall have the right to remove all of said improvements, fences, and corrals, except such portions thereof as may be made from the timber or other property of the Cherokee Nation, or timber for which has been obtained from the aforesaid tract.

It shall further be the privilege of the said party of the second part, their successors and assigns, to cut from the territory herein leased, such timber as may be necessary for building the fences, corrals, and improvements heretofore authorized to be erected on said leased premises, and to cut from said lands such timber as may be necessary for fire-wood and fuel, but not otherwise, and to commit no waste thereon.

And the said party of the second part doth further covenant and agree with the said Dennis W. Bushyhead, as aforesaid, and as parts and conditions of this lease or contract, well and truly, and without deduction or delay, to make all payments as required in the foregoing, in the manner limited and prescribed; and in case of any failure as aforesaid, the said party of the second part agrees that they will peaceably surrender the premises herein leased and all improvements and erections thereon. And the said party of the second part, their successors and assigns, further agree and obligate themselves, and this is one of the conditions of this lease, to make no permanent improvements (the improvements, the right to make which is hereinbefore granted, being temporary improvements) on the aforesaid premises or leased tract, and only temporary improvements, as authorized by the act of the Cherokee council approved May 19, 1883, hereinbefore referred to; and on the expiration of the lease, or its being declared forfeited by default in the payment, as hereinbefore provided, then, and in either event, all improvements, structures, or erections thereon shall be and become the property of the Cherokee Nation, and said nation shall have possession of the same, and all and singular of such erections and improvements shall absolutely revert to, and become the property of, said Cherokee Nation, party of the first part.

And the said party of the second part further covenants and agrees with said party of the first part, as one of the conditions of this lease, that they will cut no timber for removal from said lands, or take or remove any material or property being part of the premises so leased, or remove or ship material therefrom, and that they will use all due

diligence to prevent the cutting or removing of any timbers or other materials therefrom, and that they will faithfully observe the intercourse laws of the United States; that they will obstruct no mail or stage line, and that they will not interfere with the salines, located, or to be located, under the provisions of the act of Congress before-mentioned, approved August 7, A. D. 1832.

And it is agreed between the parties of the first and second parts, that the grounds excepted and reserved from, and not included in, the terms of this lease, necessary to the manufacture of salt at the said salines, may and shall not exceed in the aggregate, for said salines and all of them, one hundred thousand acres, with a right of way to and from said salines, such as may be required properly to work them. And the party of the second part do hereby obligate themselves, for themselves as directors in trust aforesaid, their successors and assigns, well and truly to observe and faithfully execute all and singular of the foregoing agreements and covenants, which are declared to be part of the agreement in consideration of which this lease is granted.

And the said party of the first part, principal chief of the Cherokee Nation, in accordance with the act of the national council as aforesaid, and on condition of the faithful payment of the sums of money as hereinbefore stipulated, in the manner and with the conditions hereinbefore prescribed, and as the further condition that the said party of the second part will well and truly fulfill all the conditions, covenants, and agreements herein set forth, doth covenant and agree by these presents 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 Cherokee Strip Live Stock Association, their successors in trust, and assigns, shall, and may at all times during the said term, subject to the conditions as aforesaid, peaceably hold and enjoy all the privileges of lease on the said premises, free, clear, and harmless, from any let or hindrance whatsoever, together with all the privileges and rights of said party of the first part in reference to the same according to law and treaty stipulation.

Signed and sealed this 5th day of July, A. D., 1883.

D. W. BUSHYHEAD,
Principal Chief of the Cherokee Nation.

E. M. HEWINS,
A. J. DAY,
M. H. BENNETT,
BEN. S. MILLER,
J. W. HAMILTON,
S. TUTTLE,
ADREW DRUM,
E. W. PAYNE,
CHARLES H. ELDRED,

Directors of Cherokee Strip Live Stock Association.

BRIEF AND ARGUMENT IN THE MATTER OF APPLICATION OF PETER HOLLENBECK ET AL. TO SECURE RIGHTS TO STOCK RANGES ON CHEROKEE STRIP.

These petitioners bring these cases before the Interior Department for the purpose of securing to them prior and equitable rights to graze live stock on a tract of land known as the Cherokee Strip; they present their cases, first, the petition; second, affidavits; and third copy of the charter and by-laws of an association or corporation known or called the "Cherokee Strip Live Stock Association"; copy of an act of the Cherokee council, passed May 19, 1883; and a copy of what is known as the "Cherokee Strip Lease."

This tract of land is a portion of land patented to the Cherokee Nation "forever," on the 31st day of December, 1838, under and by virtue of an act before passed by Congress and approved and signed by President Van Buren, during his administration; the land has, from this time, been held and regarded as belonging to these Indians, and nothing was done by the United States or these Indians to change the status or relations to the Indians' title until July, 1866, when it became necessary to effect a treaty with these Indians, and in the treaty these Indians agreed to a cession of this part of their territory, to settle friendly Indians on. See Art. XVI, "The Cherokee Nation to retain the right of possession of, and jurisdiction over said country * * * until thus sold, after which their jurisdiction and right of possession to terminate forever, as to each of said districts thus sold and occupied"; creating and supporting a trust for the purpose as stated. The question forced upon us and first to be settled is, what jurisdiction is there given to the Cherokee Nation, and to what extent does it preclude all other claims to jurisdiction over this territory. Or in

other words, is the jurisdiction co-ordinate or subordinate. The argument here is, that it is subordinate to the Department of the Interior, as prescribed in section 463 Rev. Stat. This act was passed by Congress and became a law July 9, 1832, and gives to the Commissioner of Indian Affairs, under direction of the Secretary of the Interior Department, the management of all Indian affairs and all matters arising out of Indian relations. Language too broad to require discussion as to the construction and intent of Congress. If this is undisputed, then these petitioners bring their cases to the proper place for redress and justice. For it cannot be questioned but what they show that this is an Indian affair, arising out of Indian relations. See the testimony of the witnesses in printed abstract, and, if the jurisdiction of the Cherokee Nation is subordinate, then, in passing the act by their council for the leasing this tract of land, and in execution of the lease as is shown the Cherokee Nation could not confer more power over this tract of land than what it, the Cherokee Nation, possessed at the time of the passage of the act and execution of the lease. Discussions of great length could be indulged in, in questions arising under this act and lease, as to the validity, and further, or other powers conferred, but it would be beyond the intent of those petitioners in these cases to now attack the legality or validity of the act or the lease; sufficient for the purpose of putting this application is to refer to section 2 of the act, on page 8 of the book, binding the aforesaid Cherokee Strip Stock Association "to faithfully observe all the intercourse laws with the United States," and on page 15 of the book, the said Cherokee Strip Association covenant to observe and faithfully execute all agreements in accordance with this act of the Cherokee national council, thus continually conceding and acknowledging the supervising power, conferred by laws and treaties to the Interior Department.

It is not to be understood that these petitioners claim that they have legal and exclusive rights, or that they wish to oppose the Cherokee Nation in this effort to secure as much revenue as can possibly be made out of this tract of land. But what they do claim and try to show is, that they have equitable rights and prior rights to those who are setting up claims against them and excluding them, and who are shown to be an organized, disturbing element, having no rights, but intruding, and being supported by this organization or corporation unjustly and illegally. And in view of the facts and the situation, these petitioners have a right, here, to ask that an order be issued and directed to this association or corporation that if they continue to exercise the high position and power they assume under this act and lease, they must do so unbiased, impartial, and justly, observing and supporting and protecting rights, discountenancing and punishing wrongs and evils, and that these petitioners have their rights to graze and occupy their range with their stock so long as they comply with all legal and equitable laws and rules made by this corporation for the purpose of effecting and carrying on business for which it is organized and incorporated.

C. BROWNELL,
Attorney for Petitioners.

ARKANSAS CITY, KANS.

SIR: I would like to know if the oil company or the stockman's association has any right to claim and tax any one in the Cherokee Strip in the Territory or not, and if a man goes in there to hold stock who has got the leasing, or is it to be leased at all.

Yours, truly,

E. B. BROWN.

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

Received March 14, 1884.

DEPARTMENT OF THE INTERIOR,
Washington, April 26, 1884.

SIR: Referring to your letter of the 24th instant, requesting to be furnished with a number of copies of pamphlet containing certain correspondence on the subject of leasing lands for cattle-grazing purposes in the Cherokee country, I have the honor to inform you that Senate Ex. Doc. No. 54, Forty-eighth Congress, first session, contains the correspondence on this subject.

Beginning at page 26 of said document will be found the special correspondence to which you refer, so far as the records of the Department contain it.

Mr. Cratty's letter is herewith returned.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

HON. N. E. WORTHINGTON,
House of Representatives.

WAR DEPARTMENT,
Washington City, April 23, 1884.

SIR: I have the honor to transmit herewith for your information a copy of a communication dated April 5, 1884, from Mr. W. H. Miller, of Wichita, Kans., addressed to the commanding general of the Department of the Missouri, stating that he, with other persons, contemplate going into that portion of the Indian Territory known as south of the fifty-seventh mile strip, or "Cherokee Outlet," on Government lands, for stock-raising and other purposes, and inquiring as to what attitude the military will assume towards them if they enter that Territory, &c.

I have also to transmit herewith a copy of the reply of the department commander, dated the 10th instant.

Very respectfully, your obedient servant,

The Hon. SECRETARY OF THE INTERIOR.

ROBERT T. LINCOLN,
Secretary of War.

[Inclosure.]

WICHITA, KANS., April 5, 1884.

General AUGUR,

Commanding Department of Missouri, Fort Leavenworth, Kans. :

SIR: I contemplate going into that portion of the Indian Territory known as south of the fifty-seventh-mile strip, or "Cherokee outlet," on the lands the title to which is in the Federal Government for stock-raising and other purposes. Other gentlemen propose going with me, but before going I would be obliged to know from you—

1. If section 15 supplement to Rev. Stats. U. S. will be respected by you as commanding officer, which section reads as follows:

"From and after the passage of this act it shall not be lawful to employ any part of the United States Army as a posse comitatus or otherwise for the purpose of executing the laws, except in such cases and under such circumstances as such employment of such forces may be expressly authorized by the Constitution or by the acts of Congress, and no money appropriated by this act shall be used to pay any of the expenses incurred in the employment of any troops in violation of this section, and any person willfully violating the provisions of this section shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by fine, not exceeding \$10,000, or imprisonment not exceeding two years, or both such fine and imprisonment.

"SEC. 16. That all acts and parts of acts inconsistent with the provisions of this act be, and are hereby, repealed."

2. Are you aware if, or not, the United States courts having jurisdiction of the country are in regular session; and if not, at what time and for what reason their functions have been discontinued for any time, and for how long?

3. Has martial law been declared in that Territory? If so, when was it so declared, and for what length of time will it be continued? I mean that part of said Territory the title to which rests in the United States Government, and which has not been reserved by the Federal Government for any other or some specific purpose.

Hoping for a speedy answer from you,

I have the honor to be, yours, with respect,

W. H. MILLER.

We, the undersigned, hereby certify that W. H. Miller is well known in this community as an honest, upright, and honorable gentleman, whose motives and purposes are good and unquestionable.

Believing him sincere in this, as we have known him in all other transactions, any information you can give him will be duly appreciated by the undersigned.

W. W. THOMAS, Jr.

J. F. LAUCK.

A. A. GLENN, *Police Judge, Wichita, Kans.*

D. M. DALY, *County Attorney.*

JOHN FOLKINSKIN.

W. F. WALKER, *Attorney.*

C. A. VAN NESS, *Clerk District Court.*

W. G. HOBBS, *J. P.*

E. B. ALLEN,

Representative 89th District Kansas.

J. D. CALDWELL, *City School.*

M. L. MUN.

O. D. KIRK.

JAMES L. DYER.

O. H. BENTLEY, *Attorney.*

H. C. SLUSS, *Judge District Court.*

FRANK DAY, *Deputy County Attorney.*

D. A. MITCHELL, *Attorney.*

GEO. E. HARRIS, *Ex-Mayor.*

[First indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., April 10, 1884.

Respectfully forwarded to the Assistant Adjutant-General, Headquarters Division of the Missouri, with a copy of the reply. It has been assumed that all the orders and instructions referred to are still in full force.

C. C. AUGUR,
Brigadier-General, Commanding.

HEADQUARTERS DEPARTMENT OF THE MISSOURI,
Fort Leavenworth, Kans., April 10, 1884.

DEAR SIR: I have received your letter of the 5th instant, in which you say that "I contemplate going into that portion of the Indian Territory known as south of the fifty-seventh mile strip, or 'Cherokee outlet,' on the lands the title of which is in the Federal Government for stock-raising and other purposes." Before doing so, however, you desire me to answer certain interrogatories, the object of which seems to be to learn what action, if any, would be taken by United States troops in case you carried your project into effect.

In reply to your letter and to your questions I inclose you a copy of a proclamation of the President of the United States, made on the 12th day of February, 1880, in which all persons intending and preparing to move into the Indian Territory without permission of the proper agent of the Indian Department are warned and admonished not to do so, and giving due notice what they are to expect in case the warning and admonition are not heeded. I inclose, also, a printed copy of a letter addressed by General Pope, at that time in command of this department, to officers and troops engaged in carrying into effect the President's proclamation. I also inclose a copy of the orders sent March 6, 1880, to officers and troops charged with preventing intrusion into Indian Territory. This proclamation and these orders are all in full force at this time.

Should you go into the Indian Territory with your friends, as you propose, it would be in violation of law and against the prohibition of the President's proclamation, and would result in orders being given to the troops to arrest you and turn you over to the United States civil authorities.

I inclose you a printed copy of the decision of the United States district judge, J. C. Parker, on the status of lands in Indian Territory.

It is hoped that after a full consideration of these various documents that you and your friends will conclude that your proposed move into the Indian Territory would be wrong, and in violation of law, and subject you to so much annoyance and inconvenience and expense as to make it hardly worth while to make the attempt.

I am, very respectfully, your obedient servant,

Official copy.

Mr. W. N. MILLER,
Wichita, Kans.

C. C. AUGUR,
Brigadier-General, Commanding.
E. R. PLATT,
Assistant Adjutant-General.

[Second indorsement.]

HEADQUARTERS DIVISION OF THE MISSOURI,
Chicago, April 15, 1884.

Respectfully forwarded to the Adjutant-General of the Army.

J. M. SCHOFIELD,
Major-General, Commanding.

WASHINGTON, D. C., April 25, 1884.

SIR: The Cherokee Nation, having under authority of law leased their unoccupied lands lying west of 96° for grazing purposes to the Cherokee Strip Live Stock Association, the principal chief has received a letter from the president of said association, informing him of a certain intrusion on their lands. The offenders are a Captain Nipp, and Love and Son, who are there grazing herds of stock on our lands in the Indian Territory in defiance of all law and authority. We inclose the letter.

We would respectfully ask that the United States agent, with one or two police, be sent thither to remove these intruders.

Section 2117 of the Revised Statutes provides: "Every person who drives or otherwise conveys any stock of horses, mules, or cattle to range or 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."

In addition to the removal we think it would be wise to exact the penalty upon the stock being driven therefrom.

Since the lease was executed no rights have been granted to any persons, and these intruders are openly and willfully defiant.

Very respectfully,

D. W. BUSHYHEAD,
Principal Chief.
L. D. BELL,
JOHN G. SCHRIMSHER,
Cherokee Delegation.
WM. A. PHILLIPS,
Special Agent and Counsel.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

[Inclosure.]

Cherokee Strip Live Stock Association, incorporated under the laws of the State of Kansas, March 8, 1883.

Directors: E. M. Hewins, J. W. Hamilton, A. J. Day, S. Tuttle, M. H. Bennett, A. Drumm, Benjamin S. Miller, E. W. Payne, Charles H. Eldred.

CALDWELL, KANS., April 14, 1884.

DEAR SIR: Your telegram and letter of 9th instant received. I can name two parties who are not members of our association, and who are at present located inside of Windsor and Roberts' range, hence are intruders upon the lands leased and occupied by the Cherokee Strip Live Stock Association. The names of said parties are one Captain Nipp and Love and Son. These men have been repeatedly warned to leave, both by Windsor and Roberts and by the proper officers of our association, yet they do not go, and say they will not under any circumstances. Now, our board of directors, having this case in view, and without any desire to put you, the Cherokees, or the United States Government to any unnecessary trouble, have postponed this matter just as long as they deem it advisable. The time, in our estimation, has come for us to assert our rights and to call upon you, the proper authority, to protect us in our rights.

In suggesting, I would say that far more could be accomplished if the matter could be quietly attended to with as little "red-tape" business as possible. Should the matter be published broadcast, those parties in the neighborhood of Arkansas City would quietly pull up into the State of Kansas, watch the "boys in blue," "march up the hill, and then march down again," and laugh in their sleeves.

Of course, if the matter can't be attended to without being made public, there is not much use in a move being made at all, unless it might be to have a small troop go into camp on the range of Windsor and Roberts, and near the Kansas line, for two or three weeks. I am of opinion it would have a most excellent influence. I beg of you don't think of me as presuming to advise; I am only venting an opinion. Anything that you may see fit to do in the aforesaid matter will be satisfactory to the board of directors of the Cherokee Strip Live Stock Association. I may say this in regard to our internal affairs, our association is progressing finely, and at present writing our differences are all adjusted, and we are as calm and serene as a May morning. Begging your pardon for the trouble we have already caused you, and trusting in any event that no complications will arise which will discommode you, I am,

Very truly, yours,

BEN. S. MILLER,
President C. S. L. S. A.

Hon. D. W. BUSHYHEAD,
Principal Chief Cherokee Nation,

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS, May 1, 1884.

GENTLEMEN: I have received your letter of the 25th ultimo, inclosing one from the president of the Cherokee Strip Live Stock Association, complaining of the presence of certain unauthorized persons, one Captain Nipp and Love and Son, who, it is alleged, are grazing herds of cattle on the lands of the Cherokees west of 96°, which lands have been leased to said association for grazing purposes, by virtue of an act of the Cherokee national council, approved by the principal chief, May 19, 1883.

You ask that the United States agent with one or two police be sent to the lands in question to remove the intruders, and that they also be prosecuted under section 2117 of the Revised Statutes.

Amongst other provisions of said act, I find the following:

"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."

It does not appear from your letter what, if any, steps looking to the removal of these intruders, have been taken by the Cherokee authorities under the provisions of the act above cited, or that if any such steps have been taken, they are unable of themselves to effect the removal. Neither is it shown at what date, or under what authority, the persons complained of first entered upon the lands in question.

When the Cherokee Nation has used all the lawful means in its power, and failed to accomplish the desired object, this office will be willing to render any assistance which can properly be given.

Very respectfully,

H. PRICE,
Commissioner.

Messrs. D. W. BUSHYHEAD,
Principal Chief.

L. B. BELL,

JOHN G. SCHRIMSHER,
Cherokee Delegation, City.

WASHINGTON, D. C., May 31, 1884.

SIR: I file herewith duplicate copies of mortgage from the Southwestern Land and Cattle Company to W. M. Murray and C. C. Leeds, and will be obliged if you will retain one copy and return the other to me duly certified.

Any charges will be promptly paid upon stating the amount.

Very respectfully,

SAM'L V. NILES,
per W. M. O.,
1733 I street.

HON. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS, June 13, 1884.

SIR: In reply to your letter of the 31st ultimo, inclosing one from Mr. C. C. Leeds, of New York, dated 24th ultimo, transmitting a mortgage deed dated March 1, 1884, purporting to be executed by the Southwestern Land and Cattle Company, to William M. Murray and C. C. Leeds, trustees of "the whole of the lands, tenements, hereditaments, leases, rights of lease, range, range rights, cattle, horses, mules, equipments, and all other property of every name and description of said party of the first part, which it now owns or may hereafter acquire," in trust for certain purposes therein set forth, which mortgage, Mr. Leeds states, includes property situated in the Cherokee Nation, Indian Territory, and desires that it may be filed in this office, and accompanying copy certified as such, I have to say that upon reference of the papers to the Cherokee delegation now in this city, they disclaim all knowledge of the Southwestern Land and Cattle Company, with which they say they have never had any dealings whatever.

I will also add that this office also having no knowledge of said company, or of any rights which it claims to have in the Indian Territory, declines to place said mortgage on its files.

The papers submitted with your letter are herewith returned.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

S. V. NILES, Esq.,
1733 I street N. W., City.

CALDWELL, KANS., May 18, 1884.

Maj. T. B. DEWEES,
Fort Reno, Ind. T. :

DEAR SIR: The Cherokee Strip Live Stock Association having been notified by the Cherokee Nation that the southeastern boundary of their lands, west of 96°, is the Cimarron River, and members of said association being located on said lands without improvement, other than wire fences, would most earnestly request the countermanding of the order tearing down said fences, until a full and thorough investigation can be had, and the rights of aforesaid association to lands north of the Cimarron River under their lease with the Cherokee Indians be fully and clearly defined.

Stockmen firmly insist that wire fences, without buildings, are in no sense improvements, but are merely an aid in holding and keeping cattle from straying.

An early reply is most earnestly requested.

Yours, most respectfully,

BEN. S. MILLER,
President Cherokee Strip Live Stock Association.

FORT RENO, IND. T., May 18, 1882.

B. S. MILLER, Esq.,

Pres't Cherokee Strip Live Stock Ass'n, Caldwell, Kans. :

DEAR SIR: Your letter of the 18th is received. In reply I would respectfully state that the records of my office show that the north line of the Oklahoma country is a continuation of the south line of the Cherokee Strip, from the crossing of Red Fork, on Cimarron River, east to the Pawnee Reservation.

I, therefore, cannot admit your claim to this part of the Oklahoma. I shall, however, suspend the orders for the destruction or removal of the fences in that part of the Oklahoma north of the Cimarron until I receive instructions from the department commander.

Very respectfully,

THOS. B. DEWEES,

Major Ninth Cavalry, Commanding Post.

[First indorsement.]

FORT RENO, IND. T., May 18, 1884.

Respectfully forwarded to headquarters Department of the Missouri:

The land in question is that part of the Oklahoma country north of the Red Fork, or Cimarron River.

All Government maps in this office show that the southern boundary line of the Cherokee strip in the Indian Territory west of the Red Fork, on Cimarron River, extends east on the same line to the Pawnee Reservation.

The claim of the Cherokee Strip Live Stock Association represents that the line follows the Red Fork, on Cimarron River, to the Pawnee Reservation, and that they pay the Cherokee Nation for the lease of this land, and under this lease have inclosed the land with wire fences. I have directed Captain Carroll to suspend the order to destroy the fences north of the Cimarron River until further orders.

I earnestly ask that I may receive instructions as to the extent of the Oklahoma land north of the Cimarron River, and what action I shall take in this matter.

THOS. B. DEWEES,

Major Ninth Cavalry, Commanding Post.

[Second indorsement.]

HEADQUARTERS DEPARTMENT OF THE MISSOURI,

Fort Leavenworth, Kans., May 23, 1884.

Official copy respectfully forwarded for the information of higher authority. In the absence of the department commander.

E. A. PLATT,

Assistant Adjutant-General.

[Third indorsement.]

HEADQUARTERS DIVISION OF THE MISSOURI,

Chicago, May 26, 1884.

Respectfully forwarded to the Adjutant-General of the Army.

J. M. SCHOFIELD,

*Major-General Commanding.*WAR DEPARTMENT, *Washington City, June 4, 1884.*

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

ROBERT T. LINCOLN,

Secretary of War.

DEPARTMENT OF THE INTERIOR,

OFFICE OF INDIAN AFFAIRS,

July 3, 1884.

SIR: I am in receipt, by Department reference, of copies of certain correspondence, dated the 18th May last, had between Mr. B. S. Miller, president of the Cherokee Strip Live Stock Association, and Major Dowees. Ninth Cavalry, commanding post at Fort Reno, Indian Territory, transmitted through the regular channels to the War Department, with request for information on the subject therein referred to.

It appears that the Cherokee Strip Live Stock Association has requested the countermanding of certain orders issued by the War Department, for the removal or destruc-

tion of the fences in that part of Oklahoma north of the Cimarron River, claiming that the south boundary line of the lands west of 96°, leased by the said association from the Cherokee Nation, follows the Red Fork, on Cimarron River, to the Pawnee Reservation, and that they pay the Cherokee Nation for the lease of their land, and under this lease have inclosed the land with wire fencing.

In reply I have to state that the Cherokee Strip Live Stock Association is entirely mistaken in its premises; and that, as stated by Major Dewees, the southern boundary line of the Cherokee lands in the Indian Territory west of the Red Fork or Cimarron River extends east on the same line to the Pawnee Reservation. (See map and copy patent to the Cherokee Nation contained in Senate Ex. Doc., No. 124, Forty-sixth Congress, second session, herewith.)

According to a certified copy of the lease on file in this office the Cherokee Nation leased (July 5, 1883) to the Cherokee Strip Live Stock Association for a term of five years from October 1, 1883, determinable, nevertheless, as therein mentioned, and subject to the payment of the yearly rent thereby reserved, "all and singular the unoccupied lands of and belonging to the Cherokee Nation being and lying west of the 96th meridian, and west of the Arkansas River, not including any portion occupied, sold, and conveyed to the Pawnees, Poncas, Nez Perces, Otoes and Missourias, Osages and Kansas Indians, or the Salines, set apart to be leased separately under act of Congress approved August 7, A. D. 1882, as hereinafter set forth; the said portion herein leased for grazing purposes containing 6,000,000 acres, more or less, and lying east of the 100th meridian." * * *

Whatever may be the understanding of the Cherokee Strip Live Stock Association as to the boundaries of the lands leased, it is clear that the Cherokee Nation could lease no other lands than those to which they have title, and as they have not and never had title, and do not, in fact, claim title to the lands in question north of the Cimarron, it is equally clear that the Cherokee Strip Live Stock Association can have no claim thereto under said lease, as is alleged, and hence are not exempt from the operation of the orders of the War Department with regard to the fences in Oklahoma.

I will add that the tract of country referred to forms a portion of the territory ceded by the Creek Indians to the United States under the provisions of article 3, treaty of June 14, 1866 (14 Stats., 785), for the settlement of other civilized Indians thereon, and is held by the United States expressly for those purposes.

I inclose a copy of this letter for transmission to the honorable Secretary of War.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, July 5, 1884.

SIR: Referring to War Department reference, dated 4th ultimo, of copies of certain correspondence had by the commanding officer at Fort Reno, Indian Territory, with the Cherokee Strip Live Stock Association in reference to the southern boundary of the Cherokee lands west of 96 degrees, I have the honor to transmit herewith a copy of a communication, dated 3d instant, received from the Commissioner of Indian Affairs, with accompanying executive document upon the subject, which furnishes the information desired.

Very respectfully,

H. M. TELLER,
Secretary.

The Hon. SECRETARY OF WAR.

WASHINGTON, D. C., June 23, 1884.

SIR: We herewith inclose copies of lease and accompanying documents relating to the leasing of the unoccupied portions of the Cherokee land lying west of Arkansas River for grazing purposes only.

We also inclose copies of correspondence between the officers of the Cherokee Strip Live Stock Association and the principal chief of the Cherokee Nation touching the question of the boundaries of these lands.

The law of the nation authorizing the lease limited it to the land unoccupied

and unsold belonging to the nation lying west of the river. No other land was leased except that portion of Cherokee land.

If any company or other persons have tried to claim land outside of our limits they have done so on their own responsibility.

Very respectfully,

L. B. BELL,
J. G. SCHRIMSHER,
Cherokee Delegation.
WM. A. PHILIPS,
Special Agent and Counsel.

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

Referred to Indian Office June 24, 1884.

NOTE.—For copy lease (inclosure No. 1) see Exhibit B accompanying Commissioner's report.

[Inclosure No. 2.]

TAHLEQUAH, December 14, 1883.

SIR: I have been requested by the Cherokee Strip Live Stock Association to request you to certify the boundary lines of the lands of the Cherokee Nation in the Indian Territory, and particularly the lands west of the 96th meridian.

The association desires this information for the purpose of definitely ascertaining the southern boundary line of the lands leased by them west of the Arkansas River.

I have the honor to be, very respectfully,

JNO. F. LYONS,
Counsel for Cherokee Strip Live Stock Association.

Hon. D. W. BUSHYHEAD,
Principal Chief Cherokee Nation.

A true copy.

WM. BOUDINOT,
Ex. Secretary Cherokee Nation.

EXECUTIVE DEPARTMENT, CHEROKEE NATION,
Tahlequah, December 18, 1883.

SIR: In reply to your communication of the 13th instant, informing me that you have been requested by the Cherokee Strip Live Stock Association to request me to certify the boundary line of the Cherokee Nation in the Indian Territory, and particularly west of the 96th meridian.

I find by reference to treaties and patent that, under treaty of May 6, 1828, and also by supplemental treaty of February 14, 1833, the United States guaranteed and secured to be conveyed by patent to the Cherokee Nation of Indians a tract of 7,000,000 acres, and in addition to the 7,000,000 acres thus provided for and bounded, "the United States further guarantees a perpetual outlet west, and a free and unmolested use of all the country west of the western boundary of said 7,000,000 acres, as far west as the sovereignty of the United States extends." Under the provisions of article 3 of the treaty of 29th December, 1835, and in accordance with the act of May 28, 1830, the United States by patent, dated at the city of Washington, the 31st day of December, A. D. 1838, conveyed to the Cherokee Nation, after having the tract of 7,000,000 acres, together with the perpetual outlet, as provided in treaties of 1828, and supplemental treaty of 1833, surveyed in one tract, 13,574,135.14 acres.

I find from a careful perusal of the treaties and patent that starting—to use the language of the patent—36 chains and 50 links west of the southeast corner of the Osages, witnessed by a mound or rocks on the west bank of the Neosho River; thence west on the southern boundary of the Osage lands to the line dividing the territory of the United States from that of New Mexico, 288 miles 13 chains and 60 links, to a mound of earth 6 feet square at base and 5½ feet high, in which is deposited a cylinder of charcoal 12 inches long and 4 inches diameter; thence south along the line of the territory of the United States and Mexico, 60 miles and 12 chains to a mound of earth 6 feet square at base and 5½ feet high, in which is deposited a cylinder of charcoal 18 inches long and 3 inches diameter; thence east along the northern boundary of Creek lands 273 miles 55 chains and 60 links to the beginning; containing within the survey 13,574,135.14 acres.

The lands leased by the Cherokee Nation to the Cherokee Strip Live Stock Association are those unoccupied lands of the Cherokee Nation lying west of the Arkansas River or west of the 96th meridian, and, as you will perceive from the foregoing de-

scription of boundary quoted from the patent to the Cherokee, extends from their northern boundary, the south line of the State of Kansas, south 60 miles and 12 chains to the northern boundary of the Creeks, which boundary line is the southern boundary line of the Cherokee lands, particularly west of the 96th meridian.

Very respectfully,

D. W. BUSHYHEAD,
Principal Chief Cherokee Nation.

JNO. F. LYONS, Esq.,
Of Counsel for Cherokee Strip Live Stock Association.

[Inclosure No. 3.]

EXECUTIVE DEPARTMENT, CHEROKEE NATION, IND. T.
Tahlequah, June 17, 1884.

DEAR SIR: In reply to yours of the 14th instant, inclosing "copy of a letter (with indorsements) from Ben. S. Miller, president of the Cherokee Strip Live Stock Association, referred to us [you] for information by the Department of the Interior."

You state that "it will be seen by Mr. Miller's letter that he, in the name of the association of which he is president, claims a large tract of land under the terms of his lease from the Cherokee Nation not embraced in the titles of the nation, on the authority of a notification by the Cherokee Nation."

Referring to the copy you inclose of the letter of the president of the association, I observe that he states that the Cherokee Nation has notified the Cherokee Strip Live Stock Association, that the "southeastern boundary of their lands west of 96° is the Cimarron River."

The "southeastern" boundary, or in other words, the southeastern "limit," the two words being often used synonymously. More strictly speaking, the word boundary is "the object indicating the limit." President Miller's assertion is, therefore, that the "association," of which he is president, has been informed or "notified" that the object indicating the limit of the Cherokee lands west of 96° on the southeast, is the Cimarron River. Upon consulting the official map in this department I find that the Cimarron River is indeed the object indicating the limit of the Cherokee lands west of the 96° on the southeast, and was at the time the lease to that association was made. But how President Miller or any member of the association construe the mention of the "southeastern" boundary or limit to refer to any other boundary than the southeastern, I am unable to say. A statement that the southeastern corner or boundary of the Cherokee lands west of the 96° is on the Cimarron River does not, in my opinion, justify the statement that the same river forms the southern boundary of those lands.

Inclosed please find copies of all the correspondence between this department and the Cherokee Strip Live Stock Association that is of record here in reference to the subject of the boundary lines of the Cherokee lands west of 96° since the law authorizing lease of those lands was passed.

I also inclose, as requested, a copy of the lease made by this nation to the Cherokee Strip Live Stock Association, dated July 7, 1883, and a copy of a communication dated June 15, 1883, from Hon. E. L. Stevens, Acting Commissioner of Indian Affairs, which gives a statement of the number of acres remaining at that date in the possession and under the jurisdiction of the Cherokee Nation according to treaty provisions.

It may be proper also to state that I have in reply to inquiries made of me in regard to the ownership of the lands lying north of the Cimarron River and south of the Cherokee line, by parties connected with the Cherokee Strip Live Stock Association, distinctly stated that the tract did not belong to the Cherokees and compose part of the leased tract.

I remain, very respectfully,

D. W. BUSHYHEAD,
Principal Chief.

Hon. L. B. BELL,
Cherokee Delegate, Washington City.

[United States Indian service, Indian industrial school, Chilocco, Indian Territory.]

CHILOCCO, I. T., June 5, 1884.

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

SIR: The cattle for this institution have not yet been offered for delivery, but are expected the first of next week.

Mr. Hadley is having arrangements made for caring for them. It will be necessary to keep herders with them until the lands are fenced.

The oil company, who had leased from the Cherokees, or rather from the Kansas Cattle Company, had put up a wire fence around the lease hold, making their line a fourth of a mile south of the State line. The people living along the line in one night cut the wire, took up the posts, and carried both wire and posts away, so that nothing but the post-holes were left to tell where the fence had been.

I will have the fence for school lands made on a line a half a mile south of State line, and I do not believe it will be disturbed. I will send you a plat of the land selected as soon as I can get a surveyor to determine the corners.

A very bitter feeling has grown up with the people along the line against the oil company. The mention of the company has very much the same effect upon the line people as shaking a red flag before a cross bull has upon him; they get ready for battle at once. The country looks very beautiful. Eight or ten or more sections of good tillable and grazing land can be selected adjacent to the school land, and will be a magnificent body of land.

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

J. M. HAWORTH,
Superintendent Indian Schools.

WASHINGTON, D. C., June 27, 1884.

Hon. H. PRICE,
Commissioner of Indian Affairs:

SIR: Referring to your letter of the 13th instant, relating to the mortgage of the "Southwestern Land and Cattle Co.," to W. M. Murray and Charles C. Leeds, trustees, I file herewith a letter received from C. C. Leeds, esq., one of the trustees of said company, for your consideration, and will be obliged if you will advise me in view of the facts stated if the mortgage referred to can be recorded in your office.

With great respect,

SAMUEL V. NILES.

[Inclosure.]

NEW YORK, June 26, 1884.

SIR: Referring to your letter of 13th inst., to Samuel V. Niles, esq., I beg to say that a corporation of the State of Kansas, known as "The Cherokee Strip Live Stock Association," holds a lease from the Cherokee Indians of a large tract of land in the Indian Territory, which is used for grazing cattle. The various persons and corporations who at the time of the formation of that association were occupying ranges in the leased tract were thereby made eligible to membership in the association and to continual use of their respective ranges. The Southwestern Land and Cattle Company is a member of the association, having succeeded by purchase to the rights of the New York Cattle Company, limited, which in turn bought out the Jackson Cattle Company.

The Cherokee Indians receive their rents from the Cherokee Strip Live-Stock Association.

As one of the trustees under the first mortgage of The Southwestern Land and Cattle Company, I am anxious to have the mortgage filed and recorded in every necessary or appropriate office, and it seemed to me that the office of the Commissioner of Indian Affairs was such.

Any documentary evidence of the facts stated in this letter will be filed in your office if required, and I now ask to be advised whether in view of the facts herein stated (to be authenticated if desired) you will place the mortgage on your files.

Truly, yours,

C. C. LEEDS.

Hon. E. L. STEVENS,
Acting Commissioner Office of Indian Affairs, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
July 17, 1884.

SIR: I received your letter of the 27th ultimo, inclosing a letter, dated 26th ultimo, from C. C. Leeds, esq., of New York, addressed to the Acting Commissioner of Indian Affairs, wherein, referring to office letter to you of the 13th ultimo, he states that the Southwestern Land and Cattle Company is a member of the Cherokee Strip Live Stock Association, and requests to be advised whether, in view of the facts stated in his letter, the mortgage referred to in his previous communication will be placed on record in this office.

In reply I have to say that the lease to the Cherokee Strip Live Stock Association, referred to by Mr. Leeds, has never received the authoritative approval of this Depart-

ment; and, further, that the Department declines to take any action which may in any manner tend to conflict with or prejudice the rights reserved to the Government in respect of the lands in question under existing treaties with the Cherokees.

For these reasons I must again decline to place the mortgage on record in this office.

H. PRICE,
Commissioner.

SAMUEL V. NILES, Esq.,
Attorney, 1733 I st. N. W., City.

OFFICE OF CITY MARSHAL,
Hunnewell, Kans., June 21, 1884.

HON. SECRETARY OF THE INTERIOR,
Washington City, D. C.:

DEAR SIR: Will you please let me know your decision in regard to opening up the Cherokee strip in the Indian Territory. There is a great deal of controversy here in regard to it. By letting me know your *last* decision upon this matter you will confer a great favor upon an inquisitive community.

Respectfully,

HAMILTON RAYNER,
City Marshal.

CALDWELL, KANS., June 27.

TO SECRETARY INTERIOR,
Washington, D. C.:

Have you authorized the closing by association renting Cherokee strip up the left bank of the Cimarron River, from southern boundary of Cherokee strip at Cheshome's Trail to Dodge City.

Please answer at once.

C. GARNER.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, June 28, 1884.

TO C. GARNER, Caldwell, Kans.:

I have not authorized any parties to fence, either in the Indian Territory or anywhere else. The trails should be kept open.

H. M. TELLER,
Secretary.

[Telegram.]

CALDWELL, KANS., July 29, 1884.

TO COMMISSIONER OF THE GENERAL LAND OFFICE,
Washington, D. C.:

Does the Department recognize the lease of the Cherokees to the Cherokee Live Stock Association? And in event of arrests in the Territory becoming necessary, where does jurisdiction lie, at Wichita or Fort Smith?

Answer.

A. R. GREEN,
Inspector G. L. O.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 30, 1884.

A. R. GREENE,
Inspector of United States Land Office, Caldwell, Kans.:

Department neither recognizes nor disaffirms leases from the Cherokee national authorities for grazing privileges. Parties occupying under such leases are not included in the Department request for the removal of intruders.

Jurisdiction north of the Canadian River, and west of the lands of the Cherokees, Creeks, and Seminoles, pertains to the United States courts at Wichita, Kans.

M. L. JOSLYN,
Acting Secretary.

CALDWELL, KANS., August 9, 1884.

SIR: It appears that certain members of the Cherokee Live Stock Association, to wit, Messrs. Hewins & Titus, Underwood & Clark, Dean & Broderick, and the McClellan Cattle Company, have temporary inclosures extending a few miles beyond the limits of the Cherokee lands to the south, toward the Cimarron River and into Oklahoma proper.

It is very desirable on their part that these inclosures remain intact for the present, for two reasons. *First*, on account of the impracticability of setting posts for the proposed new line on the south boundary while the ground is dry and hard; and, *second*, because they have large numbers of "through cattle," one firm alone, the first named, having no less than 11,000 head of steers direct from Texas which should not be mixed with acclimated cattle and which cannot be held on the range while fences are being removed. It may be urged in behalf of Messrs. Hewins & Titus that they did not erect their fence, but bought it of prior occupants and that before the consummation of the lease from the Cherokees. They paid a tax for the use of the grazing grounds under the belief that these lands were included in the Cherokee strip.

The other firms built their inclosures themselves, under the impression that the Cimarron River below the point where the thirty-sixth parallel crosses the same formed the southern boundary of the Cherokee lands.

It is proper to state that these gentlemen recognize the authority of the Government and will cheerfully acquiesce which any order the honorable Secretary may see fit to issue, but they respectfully request to be allowed to remain for the present until such time as the order for the removal of the fences may be complied with without subjecting them to great hardship and probable loss, which permission I respectfully recommend be granted them.

Your answer, either by mail or telegraph, may be addressed to me at this place.

Very respectfully,

A. R. GREENE,
Inspector General Land Office.

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

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS.
August 21, 1884.

SIR: I am in receipt by Department reference, for report, of a letter from A. R. Greene, inspector General Land Office, dated the 9th instant, stating that certain members of the Cherokee Live Stock Association, viz, Hewins and Titus, Underwood and Clark, Dean and Broderick, and the McClellan Cattle Company have temporary inclosures extending a few miles beyond the limits of the Cherokee lands to the south toward the Cimarron River and into Oklahoma proper; that for the reasons specified they desire that these inclosures shall remain intact for the present and recommending that their request be granted, and that they be allowed to remain until such time as the order for removal of the fences may be complied with without subjecting them to great hardship and probable loss.

In reply I have the honor to invite your attention to office letter to the Department of the 3d ultimo, relative to the occupation of the lands north of the Cimarron River and south of the Cherokee line, by the Cherokee Strip Live Stock Association; also to Department letter of the 15th ultimo, to the honorable Secretary of War, in which it is stated that no authority has at any time been given by the Secretary of the Interior to parties to graze cattle in the Indian Territory.

As the parties making the request are already on the lands in question without authority, it is respectfully suggested that no reason exists for Department interference in their behalf.

Inspector Green's letter is herewith returned.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

CORRESPONDENCE RELATIVE TO OPENING UP OF CATTLE TRAILS CLOSED BY LESSEES OF CHEROKEE NATION IN THE INDIAN TERRITORY.

HOUSE OF REPRESENTATIVES,
Washington, D. C., February 1, 1884.

DEAR SIR: We beg to invite your attention to the fact that the cattle trail between Texas and the Indian Territory, and the usual route along which cattle from Texas are driven through the Indian Territory, has been closed by parties leasing land in

the Indian Territory, and that Agent Miles has given notice that cattle will not be allowed to pass over it.

This is the only outlet for cattle driven from Texas to northern points, and the closing thereof will operate a very great hardship to the cattle interests of Texas, there being annually driven over this trail from 250,000 to 350,000 head of cattle from Texas. We respectfully request and urge that such steps be at once taken through your Department as will remove the obstruction complained of, and that the said trail be kept open. The season for driving from Texas will commence about the 1st of April next, and it is most important that immediate measures be taken in the premises.

We would further complain at the instance of cattle raisers and drivers in our State, that the Indians in said Territory have been accustomed to marauding upon herds of cattle driven through the same, and to demand from drovers cattle out of their herds for the privilege of passing through. These demands have, in many instances, been complied with rather than have hostile engagements; such a course, unlawful and spoliationary on the part of the Indians, ought to be restrained. We earnestly invoke your consideration of these matters at your earliest convenience.

Very respectfully, &c.,

S. W. T. LANHAM, M. C., 11th District, Texas.
 J. W. THROCKMORTON, M. C., 5th District, Texas.
 TOM. P. OCHILTREE, M. C., 7th District, Texas.
 CHAS. STEWART, M. C., 1st District, Texas.
 JOHN H. REAGAN, M. C., 2d District, Texas.
 J. F. MILLER, M. C., 8th District, Texas.
 OLIN WELLBORN, M. C., 6th District, Texas.

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

The facts as stated accord with my information and knowledge of the facts. As to its conduct of the Indians, I filed some time ago the statement of Pryor Bros., large cattle owners, making the same point, February 1, 1884.

S. B. MAXEY.

[Telegram.]

DEPARTMENT INTERIOR, OFFICE INDIAN AFFAIRS,
 January 17, 1884.

To MILES,
 Agent Cheyenne and Arapaho,
 Via Dodge City, Kansas:

Keep all cattle trails open until further orders,

H. PRICE,
 Commissioner.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
 February 7, 1884.

JOHN D. MILES,
 United States Indian Agent:

SIR: On the 17th day of January last you were instructed by telegram to "keep all cattle trails open until further orders." You will not fail to observe strictly this order, and allow no cattle trail to be closed unless specially so ordered by the Hon. Secretary of the Interior. If any cattle trail has been closed before the date of the said telegram the same must be opened.

Respectfully,

H. PRICE,
 Commissioner.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
 February 7, 1884.

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

SIR: In reference to the subject matter of the letter addressed to the Hon. J. H. Reagan by a committee of the Southern Texas Live Stock Association, and by you informally referred to me, I have the honor to reply that on the 17th of January last

I telegraphed Agent Miles, of the Cheyenne and Arapaho Agency, as follows: "Keep all cattle trails open until further orders."

The letter to Mr. Reagan is herewith returned.

Very respectfully,

H. PRICE,
Commissioner.

UNITED STATES INDIAN SERVICE,
CHEYENNE AND ARAPAHO AGENCY,
Darlington, Ind. T., February 19, 1884.

SIR: Replying to your letter of 7th instant in relation to cattle trails leading through this reservation, and your order to "keep all cattle trails open until further orders," I may inform that I know of no *authorized cattle trail* through this reservation being closed. The Secretary's instructions on this subject will be strictly complied with as indicated by you.

Very respectfully,

JNO. D. MILES,
Indian Agent.

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

[Telegram.]

WICHITA FALLS, TEX.,
April 29, 1884.

To SECRETARY OF THE INTERIOR,
Washington, D. C.:

Is the old Chesholm trail open from the Simirone to Dodge City, through the Cherokee Nation?

BAREFOOT & BRYANT.

Hon. H. M. TELLER,
Washington, D. C.:

At a meeting of the Colorado Cattle Growers' Association, held April 12, 1884, the following preamble and resolutions, previously adopted by the Wyoming Stock Growers' Association, were indorsed by the Colorado Cattle Growers' Association.

Whereas the vast ranges of Colorado, Wyoming, Nebraska, Montana and other northwestern States and Territories depend largely for their supply of young cattle upon the far southern ranges of Texas and adjoining States; and

Whereas hundreds of thousands of young cattle have been driven from those States to the more northern ranges, which are better adapted to the wintering of beeves than the warm climate of the South; and

Whereas the trail over which the cattle have been driven for many years through the western part of the Indian Territory and the State of Kansas is fast being closed by fencing, thereby seriously interfering with the movement of these cattle from their market north; therefore, be it

Resolved, That it is the unanimous sentiment of the association that it is incumbent upon the National Government to protect this great industry in securing to them forever a highway through the Indian Territory and the States of Kansas and Nebraska, of a width not less than 4 miles, to enable the herds to graze and water unembarrassed upon the lands over which they pass. That in view of the few settlers upon the lands at present, and of the constantly increasing number, that a speedy action is necessary. That the settlers already in the district along the line of the present trail shall be compensated for their claims and removed therefrom; that the land now owned by the United States within the district embraced, shall be withdrawn from settlement, and set apart as a national highway forever, and that some arrangement be made whereby the trail may be kept forever open through the Indian Territory; therefore, be it

Resolved, That the secretary of this association shall forward to the Secretary of the Interior a copy of these resolutions, and earnestly request him to give the matter the attention that its magnitude demands.

On motion of J. W. Bowles, the secretary was also instructed to forward copies of these resolutions to our Representatives in Washington.

L. R. TUCKER,
Secretary.
C. E. WETZEL,
Assistant Secretary.

[Wyoming Stock Growers' Association, Office of Secretary and Executive Committee.]

CHEYENNE, WYO., April 22, 1884.

DEAR SIR: In accordance with the action of this association, I herewith inclose copy of resolutions passed at the annual meeting April 8, 1884:

Whereas the vast ranges of Colorado, Wyoming, Nebraska, Montana, and other northwestern States and Territories depend largely for their supply of young cattle upon the far southern ranges of Texas and adjoining States; and

Whereas hundreds of thousands of young cattle are annually driven from these States to the more northern ranges, which are better adapted for the maturing of beeves than the warmer climate of the south; and

Whereas the trail over which cattle have been driven for many years through the western part of the Indian Territory and the State of Kansas is fast being closed by fencing, thereby seriously interfering with the movement of these cattle and threatening to shut out entirely these cattle from the market north; therefore, be it

Resolved, That it is the unanimous sentiment of this association, that it is incumbent upon the National Government to protect this great industry by securing to them forever a highway through the Indian Nation and the States of Kansas and Nebraska of a width not less than four miles to enable the herds to graze and water unembarrassed upon the lands over which they pass; that in view of the few settlers upon the lands at present, and of the constantly increasing number, a speedy action is necessary; that the settlers already in the district along the line of the present trail shall be compensated for their claims and remove therefrom; that the land now owned by the United States within the district embraced shall be withdrawn from settlement and set apart as a national highway forever, and that some arrangement be made whereby the trail may be kept forever open through the Indian Territory; therefore, be it

Resolved, That the secretary of this association shall forward to the Secretary of the Interior a copy of these resolutions, and earnestly request him to give the matter the attention that its magnitude demands.

Respectfully,

THOS. STUREGS,

Secretary Wyoming Stock Growers' Association.

Hon. H. M. TELLER,

Secretary of the Interior, Washington, D. C.

[Telegram.]

DODGE CITY, KANS., June, 1884.

We, a committee representing the drovers of Texas cattle, having herds now *en route* North, and grazing over the indicated cattle trail in the Indian Territory, respectfully request that you call the immediate attention of honorable Secretary of the Interior to the fact that we are being unreasonably, unnecessarily, and unjustly depredated upon by the various tribes of Indians along said route in the manner of taking our property by force of arms, and endangering the lives of our employés. We first deem it our duty to appeal to the proper authorities for relief and protection rather than resort to means of self-protection. We respectfully request and demand that the proper authorities nearest at hand be directed to extend the necessary relief and protection without delay, and that such property as has thus been taken, and can be identified, be restored to the respective owners, and that we be advised by wire of such action as may be taken.

JNO. L. LYTLE,
IKE T. PRICER,
H. C. DOTY,
M. C. LEWIS,
R. G. HEAD,
S. W. LOMAX,

Committee.

The honorable Senators COKE and MAXEY,

From Texas.

Hon. JOHN HANCOCK,

and Associate Members of House of Representatives from Texas,
Washington.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 30, 1884.

To LYTTLE, LEWIS, and others,
Committee, Dodge City, Kans.:

Your telegram to Coke, Maxey, and others, handed this office, not sufficiently definite. On what trail are cattle referred to, and by what Indians are depredations committed?

H. PRICE,
Commissioner.

[Telegram.]

DODGE CITY, KANS., July 1, 1884.

To C. H. PRICE,
Commissioner, Washington:

Depredations committed on western trail by Kiowas and Comanches, principally by Kiowas, and on Cheyenne Reservation.

JOHN L. LYTTLE,
For Committee.

[Telegram.]

INTERIOR DEPARTMENT,
OFFICE INDIAN AFFAIRS,
Washington, D. C., July 1, 1884.

HUNT,
Agent Kiowa, Comanche, via Dodge City, Kans.:

Cattlemen complain that your Indians are committing depredations on their stock. You must see to it that the established trails are kept open and cattle not interfered with on them.

H. PRICE,
Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 1, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T.:

Complaints received from Allenton, Spencer, Little, and others at Dodge City, Kans., that their cattle bound northward, through the Indian Territory on established trails, are stopped by armed force controlled by Cherokee Stock Association. Confer by telegraph with parties named. Go at once to region of disturbance, and take active measures to open and keep open all established cattle trails that may be found closed. Acknowledge receipt.

H. M. TELLER,
Secretary.

HEADQUARTERS DISTRICT OF OKLAHOMA,
In the field, Caldwell, Kans., June 28, 1884.

SIR: I have the honor to request that the honorable Secretary of the Interior will establish the cattle trails in addition to the general thoroughfares to be open to the public in the Cherokee Strip. Presuming the lease of Cherokee Nation a valid one of their grazing lands to the Live Stock Association, granting occupation with fenced inclosures contemplates providing only reasonable passage through this Territory, that the occupants have, by leaving all roads open and providing two trails from one to four miles wide with extensive quarantine grounds for droves of cattle, sufficiently met all that should be required of them.

The land allotted is liberal for all transient parties crossing the Territory with cattle to Fort Dodge, Caldwell, Hunneville, Coffeerville, Kansas Railroad terminus.

A glance at the map will show the territory known as the Cherokee Strip is covered by a net work of trails, many made by Indians passing from band to band, followed

later by the whites, others by the inclination of drovers seeking grass and water, many old Army trails created by troops marching on scouting parties.

It will not be treating the lessees properly now that they have liberally provided for the public, to compel them to open these pastures to any drover who may seek, under the cover of an old trail, new or better grazing ground for his cattle *en route*, or while waiting sale for his cattle, to quarter upon the lessees of the land.

An early decision is required. It is important, as the Cherokees will unquestionably sustain the rentees in resisting armed men who will attempt destruction of fences wherever a trail is known.

As commander of the district of Oklahoma, which includes the Cherokee Strip, parties on the way north with cattle have appealed for a decision. Though not considering it in the jurisdiction of the commanding officer, at the request of interested parties I now lay the matter before the honorable Secretary of the Interior, and respectfully ask a decision, whether a reasonable provision for transit shall be set aside by the occupants of Cherokee Strip, or parties who wish passage shall be allowed their own option of route, irrespective of any right of possession the occupants may have secured in leasing these Indian lands.

Very respectfully, your obedient servant,

EDWARD HATCH,
Colonel Ninth Cavalry, Commanding.

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

[Telegram.]

ROCKPORT, TEX., July 1, 1884.

To MILLER and OCHILTREE:

Indian agent will not pass my cattle through. See what can be done. Answer at Victoria.

F. H. MATHEWS.

[Telegram.]

INTERIOR DEPARTMENT,
OFFICE INDIAN AFFAIRS,
July 2, 1884.

DYER, *Agent, Cheyenne and Arapaho, Indian Territory:*

Mathews telegraphs that agent has stopped his cattle and will not allow them to pass. If you have done this you must see to it at once that all cattle be allowed to pass as heretofore. Answer now.

H. PRICE,
Commissioner.

[Telegram.]

FORT RENO, IND. T., July 3, 1884.

To PRICE,
Commissioner, Washington, D. C.:

I have stopped no cattle. The trails on my agency are all open. Math's herd is north of here, on Cherokee Strip, outside of my jurisdiction.

DYER, *Agent.*

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 3, 1884.

To Agent DYER,
Cheyenne and Arapaho Agency, Dodge City, Kans.

Parties driving cattle through the Indian Territory on established trails claim that they are obstructed by fences of parties having cattle in the Territory under license from the Indians.

Notify such parties that such license does not authorize fencing and obstruction of such trails, and if continued the War Department will be asked to remove all obstructions as well as the offenders and their cattle from the Territory.

H. M. TELLER,
Secretary.

A true copy.

B. V. BELT,
Chief Indian Division.

JULY 3, 1884.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 3, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T. :

You will see that instructions this day telegraphed to Agent Dyer, as follows, are carried out:

Parties driving cattle through the Indian Territory on established trails claim that they are obstructed by fences of parties having cattle in the Territory under license from the Indians. Notify such parties that such license does not authorize fencing and obstruction of such trails, and if continued the War Department will be asked to remove all obstructions as well as the offenders and their cattle from the Territory.

H. M. TELLER,
Secretary.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 4, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T. :

Investigate and report whether there has been any obstruction to established trails through the "Cherokee strip." You can then go to Dodge City if necessary; but claimants must present their depredation claims to this Department in the usual way under the law.

H. M. TELLER,
Secretary.

[Telegram.]

FORT RENO, IND. T., *July 8, 1884.*

To Secretary TELLER,
Washington, D. C. :

The trails are all open and no cattle have been stopped anywhere on this reservation. The trouble is on Cherokee strip, outside of my jurisdiction. Inspector Benedict left this morning to adjust the matter.

DYER, *Agent.*

[Telegram.]

DEPARTMENT OF THE INTERIOR,
Washington, July 8, 1884.

To Inspector BENEDICT,
Fort Reno, Ind. T. :

Emory A. Storrs, of Chicago, telegraphs that a large drove of cattle belonging to Samuel W. Allenton has been stopped 70 miles south of Caldwell, near Turkey Creek, by a pasture fence which closes an old-established trail from Turkey Creek northwest to the junction of the Western Dodge trail. You will see that the obstruction, if upon an established trail, is removed at once. Report facts and action taken by you.

H. M. TELLER,
Secretary.

WASHINGTON, D. C., July 8, 1884.

SIR: We understand that certain parties who drive cattle across our lands have been making complaint about the facilities. Our lease requires that all lawful thoroughfares and post-routes be kept open, and we understand that they are so.

The Cherokee Strip Live Stock Association have left the roads very wide, or suitable for driving large herds of cattle. They have also, we learn, left a quarantine ground of 40,000 acres near Caldwell. We do not know that they make any charge for the privilege, but, of course, they have a right to do so.

What these complainants really want is the privilege of pasturing for nothing. Up to last October, when we leased our lands, they were not in the habit of following any trail. Occasionally they paid for their grazing, but very often did not.

In the adjacent States they are confined to the highways and have to pay for their grazing, and we do not understand that they have any right to graze in our country for nothing.

We have not the slightest doubt but what they can have all the grazing privileges they want by paying to the parties to whom we lease what it is worth. The Cherokee Strip Live Stock Association is made up of practical cattlemen, and are very willing to accommodate.

No broad cattle trails of 2 or more miles in width were ever established in our county. The attempt so to appropriate our property has been made but always failed, and no such broad grazing belts were ever established in our lands, and we respectfully protest against any such a disposition of our property.

Thoroughfares which have been lawfully established we do not object to, but our grazing privileges have a commercial value and we cannot consent that they be taken for nothing by any one.

Very respectfully,

L. B. BELL,
J. G. SCHRIMSHER,
Cherokee Delegation.
WM. A. PHILIPS,
Special Agent and Counsel.

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

[Telegram.]

ANADARKO, IND. T., July 9, 1884.

TO SECRETARY OF THE INTERIOR:

Before receiving your telegram, the post commander Fort Sill had been requested to send troops to cattle train to aid in stopping depredations. My Indians have been repeatedly warned with the military if they did not cease molesting herds passing over the trail. Troops should be used to patrol trail from Red River to Cheyenne Reservation.

HUNT, *Agent.*

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN INSPECTION SERVICE,
Caldwell, Kans., July 9, 1884.

SIR: I have the honor to inform you that I have been employed under special instructions of the Department, of July 4, 1884, since my last semi-weekly report, as follows:

In opening all established trails on Cherokee Strip, those parties who had closed Dodge City trail, from Red Fork ranche northwest, have complied with demands made, and will offer no further resistance.

My telegraphic address for the next three days from this date will be Dodge City, Kans. My post-office address for same time will be, very respectfully,

S. S. BENEDICT,
United States Indian Inspector.

REPORT ON OPENING OF CATTLE TRAILS IN CHEROKEE NATION, BY INSPECTOR BENEDICT, JULY 15, 1884.

Learned at Fort Reno that parties driving cattle by Chislom or Eastern Trail had been stopped by armed men near Red Fork, where the trail divides, one going to Caldwell, Kans., and the other west through the Cherokee Strip, joining the Dodge City trail near Kansas State line.

Found the Dodge City trail closed by B. F. Tuttle's fence. Found near by 2,800 head of cattle belonging to Mr. Mathias. The foreman told me he had been stopped by armed men at the Tuttle fence. Removed the wires from the fence and told the foreman to follow me; passed along the trail 18 miles, where found a gate opening into pasture of Mr. Beale. Visited Mr. Beale's headquarters and was informed that they did not object to the trail being open. Passed through pastures of Campbell and Thompson, whose employes were present at the stoppage of Mathias herd. They claimed to be acting under orders of Cherokee Association, who had determined to close the Dodge City trail.

As they had left a trail 3 miles wide through the Cherokee strip south of Dodge City, and had also left a trail to Caldwell and Hunnewell, their objections were that but few cattle come over this trail, and that it runs diagonally through ten leases and would require 220 miles of fence to make a lane for trail, and that Texas cattle would give their graded cattle Texas fever.

These gentlemen assured me they would conform to the orders of the Department, and put in 100-foot openings at the gates.

At Caldwell met president and secretary of Cherokee Association, and read the orders of the Department to them, and while they regretted that drovers were not satisfied with the trails left open for them, reconsidered their action and notified all lessees that drovers be permitted over old trail, and assured me there would be no further complaint on any established trail through the Cherokee Strip.

This trail was opened in 1876, and has been in continuous use ever since.

Respectfully submitted.

R. V. BELT,
Chief Indian Division, 1884.

JULY 15, 1884.

In obedience to telegraphic instructions of July 4, "to see that all established cattle trails through territory controlled by Cherokee Stock Association were opened," I submit the following report concerning my action in the premises:

Before leaving Fort Reno, Ind. T., I learned that parties driving cattle from Texas to northern markets on what is known as the Chisholm or eastern trail had been stopped by armed men at a point near the Red Fork, where the trail divides, one trail running almost due north to Caldwell and Hunnewell, Kans., the other running nearly northwest through the Cherokee strip, and joining the western or main Dodge City trail near the State line of Kansas.

On the morning of the 5th I started for the region of disturbance, arriving there on the 6th. I found the Dodge City trail closed by a pasture fence belonging to B. F. Tuttle, who is one of the lessees of the Cherokee Strip. When the fence was built a gate had been put in where the fence crossed the trail, but had recently been removed, and eight wires stretched across the opening and crossed in every direction to make a strong barrier. I found a herd of cattle grazing near by, belonging to a Mr. Mathias, numbering about 2,800 head. The foreman told me he had been stopped by armed men at the pasture fence above referred to, and was waiting for the owner of the herd to arrive from Texas.

I informed the foreman of my instructions, and told him to follow me and I would see that he was not interfered with. I then proceeded to the fence crossing the trail, removed the wires from the gate opening, and passed on up the trail; 18 miles farther on brought me to the western line of said Tuttle's pasture, where I found another gate, which was in good working order. This opening led into the pasture of Mr. Beale. I visited the headquarter camp of Mr. Beale, about 3 miles from the trail, and informed the foreman of my business, who told me that they did not object to the trail being open, and would offer no resistance. Passing through the pasture of Mr. Beale, I came to the pasture of Mr. Campbell and Thompson, the trail passing through both of their pastures, but near their dividing line. These men were represented by some of their employes. When Mr. Mathias's herd was stopped at the first fence across the trail, they claimed they were acting under authority of the Cherokee Association, which had determined to close the Dodge City branch of the eastern trail, as they had left a trail 3 miles wide through the Cherokee Strip south of Dodge City, and had also left a trail to Caldwell and Hunnewell for the accommodation of drovers to those points. Their objections to keeping the trail open was that there were only a few cattle to come over that trail, and as it run diagonally through his different leases, it would require over 220 miles of fence to make a lane for trail, and unless fenced the through cattle would contaminate their herds, many of which were graded cattle, with Texas fever. Neither of the gentlemen, however, assumed a threatening attitude, but assured me they would conform to the order of the Department. I requested them to put in 100-foot openings at each gate, so drovers would have no difficulty in passing through them, which they agreed to do.

On learning from these gentlemen that their action resisting the opening of the trail, had been taken under authority of the Cherokee Association, I deemed it best to proceed at once to Caldwell, Kans., where the officers of the association reside, and have the president of the association immediately inform all parties interested of the action of the Department in reference to this trail, and warn all lessees that drovers on said trail must not be interfered with, and suitable openings made for their conveniences.

At Caldwell I found the president and secretary of the association. The orders of the Department were read to them, and while they regretted that drovers were not satisfied with the trails that the association had left for their convenience, they reconsidered their action, and immediately notified all lessees bordering on the trail that drovers must be permitted to pass over the old trail without resistance, and openings made wherever trail had been fenced, for their accommodation, and assured me there would be no further cause for complaint by drovers on any established trail through the Cherokee Strip.

I will say that this trail was first used in 1876, and has been in continuous use ever since.

All of which is respectfully submitted.

S. S. BENEDICT,
United States Inspector.

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

WELDO, ANDERSON COUNTY, KANSAS,
June 18, 1884,

I have 800 head of sheep I would like to drive from Caldwell, Kans., through United States Indian Territory to Texas. Is there any one authorized to grant permits or passes that will insure any safety to parties driving through? If so, please give me their address. I understand parties driving through are having trouble with the Indians. I want to know before I start whether or not I have any rights, and whether Indians have a right to levy or exact tax or tolls for driving through, and if passes are required, who are the proper persons to grant the same. Address,

Yours, truly,

R. HERRINGTON,
Weldo, Kans.

HENRY M. TELLER,
Secretary Interior, Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
August 11, 1884.

SIR: In reply to your letter of inquiry of the 18th June last, addressed to the honorable Secretary of the Interior, having reference to the driving of 800 head of sheep from Caldwell, Kans., through the Indian Territory, to Texas, you are informed that this office is officially advised that the Chisholm or eastern trail from Caldwell is open.

It is not apprehended that there will be any difficulty with the Indians so long as the established trail is adhered to, and the herd kept away from Indian settlements.

E. L. STEVENS,
Acting Commissioner.

R. HERRINGTON, Esq.,
Weldo, Anderson County, Kansas.

No. 4.

Copies of miscellaneous documents and correspondence on file and of record in the Office of Indian Affairs and Indian division of the Department of the Interior, in reference to leases and applications for leases of Indian lands or reservations, other than those in the Indian Territory.

[Furnished in obedience to Senate resolution dated December 3, 1884, and embracing the following named Indian reservations, viz: Diminished Pottawatomie Reserve, Kansas; Siletz Reserve, Oregon; Sioux Reserve, Dakota; Uintah Reserve, Utah; Southern Ute Reserve, Colorado; Lummi Reserve, Washington Territory; Old Winnebago Reserve, Dakota; Jicarilla Apache Reserve, New Mexico; Wind River Reserve, Wyoming; San Carlos Reserve, Arizona; Omaha Reserve, Nebraska; Klamath Reserve, Oregon, and Quinalt Reserve, Washington Territory.]

DIMINISHED POTTAWATOMIE RESERVE, IN KANSAS.

HOLTON, KANS., May 25, 1884.

DEAR SIR: At a large mass meeting of the citizens of Jackson County, Kansas, held in Holton on the 17th instant, I was appointed on a committee to investigate the legality and scope of the lease of a large portion of the Diminished Pottawatomie Indian Reservation in our county.

At a similar convention held in the same place on the 24th instant the Indians were invited to attend; and over one hundred Indians, consisting of headmen and from the rank and file, were present and expressed their disapproval of the leases in the most emphatic and unanimous terms. At this meeting the inclosed petition was presented to the Indians and signed by their leaders and prominent men. The petition was read over and interpreted to them, and they requested that their names be signed thereto.

At the convention on the 17th the committee was requested to ask the Commissioner of Indian Affairs to come or send a representation to inquire into the state of the affair, and in the meeting on the 24th the Indians to a man demanded that the investigation be made. The lease held by Anderson & Co., it is said, is signed by the chiefs of the band; but it is claimed, and I suppose is a matter of proof, that they received large sums of money for it. You know how these things are accomplished.

Now, unless the Department does something, trouble is likely to follow. The rank and file of the Indians are likely to cut the fence and otherwise interfere with the possession of Anderson & Co. Blame will be attached to citizens; trouble will follow. The Indians become dissatisfied and bad results follow.

We desire you to present this petition to the Commissioner of Indian Affairs, and ask that proper investigation be at once made and advise us of the result of your interview.

I am aware that you have been written to upon the subject, and perhaps considerably annoyed, but you will perhaps not have a better opportunity to serve the people of this county, and in a manner that they will fully appreciate.

Hoping that you may be so situated as to enable you to give the matter personal attention, I am, yours, very truly,

A. D. WALKER.

Hon. E. N. MORRILL,
Washington, D. C.

[Inclosure.]

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

Whereas a company of white men are, under a claim of lease or contract, proceeding to inclose by fence a large portion of the Diminished Pottawatomie Indian Reservation, situated in Jackson County, State of Kansas, we, members of the Pottawatomie band of Indians, and residents on said diminished reservation, represent that we have never given our consent to the lease of any portion of said reservation, and we do hereby enter our most earnest protest against said lease or pretended lease, and against the fencing of any portion of said diminished reservation, believing that our interests and the interests of our entire band will be best served by the use and product of said reservation in the unfenced condition in which we and our fathers have enjoyed it.

And we ask that such parties so fencing, threatening and preparing to fence, and occupy said Indian reservation, may be, by the proper authority of the United States, caused to desist from further proceedings toward such fencing and occupancy, and

that they be further caused to remove all fences and other obstructions from said reservation that tend to prevent a full and free use and occupancy of said Indian reservation as they have heretofore enjoyed.

W. C. WAKAWUSKUK.
W. C. MATSEPTL.
C. COPEN HALFDAY.
L. C. KOCKQUACKEE.
KOCKALQUIVET.
WAMAME.
WASUCKCASHCUCK.
SKISHKEE.
KEESUS.
WEEQUASH.
KAWBATCH.
KUMMABA.
SHOPTIS.
WAKAH.
NANEMNUCKKUCK.

MANDOKI.
BAMNECKCUCK.
NANNAQUAVA.
PAMASKQUA.
JIM THOMPSON.
TEEQUAKET.
SCHUPSHEWAREN.
SCHUCKNAKE.
NASHKAOBE.
MACKTAW.
CHARLES SHEPARD.
PUCKKEE.
JIM LICKLOVE.
WEECHEWA.
CHEAKABE.

[Indorsement.]

Respectfully referred to honorable Commissioner of Indian Affairs.

E. N. MORRILL.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 26, 1884.

LINN, *Agent,*
Saint Mary's, Kans. :

It is reported here that Prairie Band Pottawatomies have leased their reservation for grazing purposes, and that by June 1, there will be 12,000 head of cattle thereon, and 30,000 acres fenced. Have any Indians made any such lease, and, if so, have you forwarded same to this Department, or what action, if any, have you taken? Answer.

E. L. STEVENS,
Acting Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 29, 1884.

LINN, *Agent,*
Saint Mary's, Kans. :

Answer immediately telegram of 26th, relative to Prairie Band Pottawatomies leasing reservation for grazing purposes.

E. L. STEVENS,
Acting Commissioner.

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 29, 1884.

ROBB, *Special Agent,*
Saint Mary's, Kans. :

Make thorough investigation of alleged lease of reservation by Prairie Band of Pottawatomies. Suspend all operations under alleged leases until your report is received and acted upon.

E. L. STEVENS,
Acting Commissioner.

[Telegram.]

ATCHISON, KANS., *May 30, 1884.*TO COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

Prairie Band Pottawatomie leased 20,000 acres land not fenced. About 4,000 head cattle on land. Indians wrote letter stating reasons for lease. Will forward letter. Never counceled with Indians about lease.

H. C. LINN,
*Indian Agent.*UNITED STATES INDIAN SERVICE,
POTTAWATOMIE AND GREAT NEMAHA AGENCY,
June 3, 1884.

SIR: Inclosed please find copy of agreement, or lease, between the Pottawatomie Indians and T. J. Anderson & Co.

Also please find letter from the head men of Pottawatomie tribe explaining their reasons for making the lease.

Very respectfully,

H. C. LINN,
*United States Indian Agent.*Hon. H. PRICE,
Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

This article of agreement made and entered into this 25th day of April, 1884, by and between the Prairie Band of Pottawatomie Indians now living and residing on the Diminished Pottawatomie Reservation in Jackson County, Kansas, party of the first part, and T. J. Anderson & Co., of Topeka, in the County of Shawnee and State of Kansas, party of the second part:

Witnesseth—that the party of the first part, has this day demised and leased, and by these presents doth demise and lease, unto the party of the second part all of the following-described premises, being a portion of the Diminished Pottawatomie Reservation, situated in Jackson County, Kansas, described as follows:

Commencing at a point on the eastern line of said Diminished Reservation, three miles north of the southeast corner of said reservation, thence due west about one mile to a wagon spoke stake on top of ridge west of creek at intersection of wagon trail, thence northwesterly about one-fourth of a mile along crest of ridge near wagon road to spoke or stake No. 3, thence northwesterly in nearly the same course about two and one-half miles ($2\frac{1}{2}$), to stake No. 3, at a large granite bowlder lying near crest of ridge, being about $\frac{1}{2}$ mile west of a small willow tree, thence nearly north about one mile to stake No. 4, at a granite bowlder at intersection of wagon trail where a gate is to be provided, thence in the same direction one-fourth mile farther, to stake No. 5, thence northwesterly about one-third mile to stake No. 6, at top of mound near the crossing of Ridge road, being about three miles from the east line of said reservation, thence nearly north west about two miles to intersection of Holton wagon road, where stakes for gate were set, thence on a line in the direction of Parry's Grove, on north line of said reservation, one-half mile, where stake was set; thence southwesterly to a large tree with forked top on Little Soldier Creek $\frac{1}{2}$ mile to stake at head of draw, thence continuing the same course $\frac{1}{2}$ mile to stake at top of ridge; thence nearly west one and one-fourth miles to stake, said stake being on top of ridge, a ridge about 3 miles south of Perry's Grove; thence nearly west passing spring on the left to top of ridge where stake was set; thence one and one-fourth miles further in the same direction to crest of ridge about $2\frac{1}{2}$ miles from west line of said reservation; thence northwest about one mile to intersection of wagon road, where stake for gate was set; thence in the same direction one mile further to road crossing where stake for gate was set; thence continuing about the same course to north line of reservation one and one-fourth miles to top of bluff of Mes-qua-walk creek where stake was set near cedar tree, being near the farm lines between Page and Little; thence on the north line of the original and diminished reservation to the N. E. corner of said diminished reservation; thence due south on east line of said diminished reservation, to place of beginning, excepting the east half of sec. 28 T. 7., R. 15, E. occupied by Charles Sheppard.

This lease is to exist and continue for a period of ten (10) years, beginning on the first day of January, 1884, and ending on the thirty-first day of December, 1893; during the continuance of this lease, the party of the second part shall have peaceable and quiet possession of said premises and may use the same for pasturage, grazing,

stock raising, and stock breeding, but for no other purpose, and may erect thereon such fences, yards, and other improvements as will promote the objects aforesaid.

The party of the second part agrees to inclose the entire tract of land above described with a substantial fence of at least three (3) double-barbed wires, to keep the same in good repairs until the end of this lease, and will complete the southern, or curved, and eastern lines of said fence on or before the tenth day of June, 1884, and the northern line on or before the twentieth day of June, 1884; they will allow the party of the first part uninterrupted passage through the leased territory in all directions and to that end, they agree and make the necessary number of gates in their inclosure.

No portion of the leased land can be broken or cultivated. No rock, stone, coal or timber found thereon can be disposed of or used by the party of the second part, except rock or stone for building purposes on said premises, and down wood for fuel on said premises, and the said party of the second part shall not introduce more white or other persons on said premises than are necessary for the prosecution of the business objects before mentioned, and such persons shall be selected from the friends and not from the enemies of the party of the first part.

No building or fence of any kind or description shall be removed from said premises during the continuance of this lease, and at its expiration the party of the second part shall deliver up to the party of the first part, without evasion, reservation, or equivocation, the peaceable and quiet possession of said premises, with all of the houses, sheds, fencing, and other appurtenances and improvements thereon.

In consideration for the use of said premises the party of the second part hereby promises and agrees to pay unto the party of the first part the sum of three thousand (\$3,000) dollars per annum until the termination of this lease, in semi-annual instalments of fifteen hundred (\$1,500) dollars each, to be deposited in the First National Bank of Topeka, in the State of Kansas, on the first day of May and on the first day of October of each and every year, subject to the order or check of the acting head chief of said Prairie Band, which instalments shall then be paid per capita to the party of the first part at their semi-annual annuity payments made to them next subsequent to the payment of instalments by the party of the second part, by the agent of said band, or by some person selected by the council of said band; and any failure on the part of the party of the second part to make the payments of fifteen hundred (\$1,500) dollars on the dates above named will render this lease void, the time of making said payments being of the essence of this contract—the first payment to be made May 1, 1884.

This lease cannot be transferred, neither can any interest in it be assigned without the consent of the party of the first part, and any attempt to make any transfer or assignment otherwise shall immediately render this lease null and void.

It is expressly agreed and understood that the said party of the second part shall not allow any cattle or other stock, whether owned by them or others, to go through or from the premises hereby leased upon the remainder of the diminished reservation, and that if this provision of the lease is willfully or intentionally violated or broken by the said party of the second part, then this lease shall immediately become null and void. It is expressly agreed and understood that the members of the Prairie Band residing upon said reservation are to have the right to remove and take from said leased premises any and all rock, stone, coal, and whatever hay Charles Sheppard may require for his own use, and to cut and carry away any timber they may wish to use for building or other improvements upon the lands occupied by them, and their right of entry for said purposes is hereby reserved.

It is expressly understood by the party of the first part that they are to receive the consideration for this lease of three thousand (\$3,000) dollars per annum per capita at their semi-annual annuity payments, as above stipulated, and it is only with this understanding that they sign this contract. It is expressly agreed and understood that an intentional violation of any of the provisions of this contract by the party of the second part, will immediately render this lease null and void.

For the Prairie Band of Pottawatomie Indians:

SHONGH-(his x mark) NES-SEE, *chief*.
 MAS-(his x mark) QUAH, *speaker*.
 PIS-SHE (his x mark) DIVIN, *speaker*.
 NAS-SI (his x mark) KAH, *chief*.
 KACK-(his x mark) KACK, *brave*.
 WEIS (his x mark) KAH, *young man*.
 NE WAHK-(his x mark) TOTE, *young man*.

T. J. Anderson & Co. :

T. J. ANDERSON,
 J. D. BURR,
 J. B. JOHNSON,
 EUGENE HAGAN.

We, the undersigned, hereby certify that we were present when the foregoing contract was signed; that the Indians whose names are signed thereto had authority to sign for the tribe; that they fully understood the contract, and that the marks attached to their names are genuine and were made in our presence, and that they are the same parties named.

Witnesses:

ELI G. NADEAU,
GEORGE W. JAMES,
JAMES V. BLANDIN.

[Inclosure No. 2.]

UNITED STATES INDIAN SERVICE,
Pottawatomie Agency, June 3, 1884.

SIR: We, the undersigned chiefs and headmen of the Prairie band of Pottawatomie Indians, desire to state in behalf of our people their reasons for leasing about 20,000 acres of their reserve to T. J. Anderson & Co., of Topeka, Kans., as follows, viz:

1. There are about 300 of our people absent from the reserve in Wisconsin and Iowa, where they have resided since the late war. Their absence may be prolonged for years, which leaves the tract of land leased, located in the northern portion of the reserve, unoccupied.

2. In the last few years grazing land has become so valuable that the stockmen of Jackson County have abandoned their individual pastures and tracts of unoccupied land with a view of saving them, and with the expectation of grazing on our lands without compensation therefor. While the farmers living on the northern and eastern lines of the reserve grazed a reasonable number of cattle we made no complaint, but during the last two years they have mortgaged their farms to buy cattle; subdivisions of land have been sold out in 20 and 40 acre lots to cattle speculators, not only to Kansans, but to Missourians; and in addition to this, large numbers of cattle were daily driven, to and from the reserve by farmers living from one-half to 3 miles from the reserve.

3. One year ago, when a man was authorized by our agent to visit farmers and collect for grazing, a few, after great protest, gave their notes, but a majority of those living on the lines of the reserve, and all of them located at a distance from it, pronounced the request as an outrage, and not worthy of attention, unless the land was fenced, which they professed to hope might be done. In a short time after the demand was made meetings were called at Holton, which were continued for some time. At these meetings the vilest abuse was heaped upon us and all who attempted to protect our interests. Several farmers having been arrested and taken to Topeka, the charges against them were dismissed. After this they defied the agent, his employés, and the law, and boasted that they did not fear prosecution, protected as they were by the ablest attorneys in the State of Kansas.

4. It was plain that the evil was growing rapidly worse; that they intended to overrun us; and that if protected at all it must be by constant recourse to law, which it seems very difficult to have executed when Indians are the injured party. When our stock gets among the whites, they immediately post it, or run it out of the country. Whenever opportunity offers they steal our rock and our timber, and, indeed, were beginning to act, and did act, as if they intended to take possession of the tract now leased.

5. It is provided in the lease that 10 miles of the north line of the reserve and 8 miles of the east line shall be fenced, and that the whole of the inner or curved line shall be fenced; this will keep all our stock inside and the white people's out, and afford us more protection than twenty men could. There is but one of our people living in the limits of the leased tract, and he is entirely satisfied with the provision of land made for him.

6. Speculators in Holton have for years conspired to sell our reserve. While we have enriched many of its merchants by our trade, and treated all its citizens with uniform courtesy they are continually striving, by gross misrepresentation, political barter, and every other means at their command, to deprive us of our dearest consolation—our homes.

For the past year a prominent attorney, a banker, and a merchant, of Holton, have made persistent efforts to lease the tract referred to. Though they offered a reasonable consideration, we feared the men and the town, and leased to Anderson & Co., who gave a greater consideration, and in whom we have some cause to feel confidence.

The lease was decided upon after a number of councils, in which the whole subject was discussed and the provisions of the lease fully explained.

Wah-quoh-bosh-kuck, claiming to be a brave, hitherto almost unknown in the councils of the tribe, and M-ce-pin, for many years a resident of Iowa, objected to the lease on the ground that it was a departure from "Indian ways," but no other oppo-

sition was developed; and when the lease was decided upon and executed Wah-quoh-bosh-kučk stated that he had no more to say on the subject.

Immediately after the lease was made, the Holton banker who wanted it visited the reserve and informed Wah-quoh-bosh-kučk that it was illegal; in a short time a meeting was called in Holton, at which a committee of five was appointed to visit the Indians and create discontent among them, and another committee was appointed to inquire as to the legality of the lease.

Another meeting was called for the succeeding Saturday, at which the committees were to report, and to be attended by as many of our people as could be induced to do so. A few irresponsible young men attended the meeting, and many of our people were in Holton trading, who had no connection whatever with it. We have been reliably informed by one of our educated people that a gentleman whom we know to be an applicant for the position of our agent wrote down the names of all the men, women, and children present, and very likely the names of all those in town. We are further informed that M-co-pin objected to signing until he saw his chiefs and the agent, but we suppose all the names have been forwarded as protesting against the lease.

As to the means used to effect the purpose of the white people, we only wish to say that one of our young men who speaks English was offered \$100 to participate in the fight against the lease, and that a feast was given to the Indians in Holton the day of the meeting.

The opposition to the lease is trifling, and originates from causes entirely foreign to it. No one has influenced us or our people in making it, and nothing would gratify us more than an investigation that will fully develop all the facts in the case.

In addition, we have to say that the men who are holding the meetings, and demoralizing our young men, while professing to be their good friends, are now engaged in fencing a line of fractions lying on the north line of our reserve, which, it is well known by every citizen of Jackson County, belong to our reserve. The fractions amount to about 560 acres, and are embraced in the boundaries of the original Pottawatomie Reservation.

The very white people engaged in this fraud doubtless have informed some of our people that we have sold the fractions, as they so charge us.

As we have stated many times to our agents, to Indian inspectors, and in Washington, we wish quietly to remain on our reserve and enjoy the homes which we have made by our industry; and we wish our children to enjoy them when we are dead. It is our unalterable decision to hold our land, and nothing but death shall deprive us of it.

We intend to fully regard the requirements of the Government, treat all men justly, and advance ourselves as rapidly as possible.

Very respectfully, your obedient servants,

SHOUGH-NES-SEE (his + mark), *Chief,*

MAS-QU-OS (his + mark), *Speaker,*

NAS-SE-KAH (his + mark), *Chief,*

PIS-SHE-DIVIN (his + mark), *Speaker,*

AT-CU-WAH-DUK (his + mark), *Speaker,*

Full Council of Prairie Band of Potawatomie Indians.

Hon. H. PRICE,

Commissioner of Indian Affairs, Washington, D. C.

I hereby certify on honor that the foregoing letter was dictated by the council of the Prairie band; that I have fully interpreted it; that they understand it; that the marks of the chiefs and others are genuine and were made in my presence.

JOHN A. NADEAU,

Interpreter.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

June 4, 1884.

ROBB, *Special Agent,*
White Cloud, Kans.:

Have you investigated Pottawatomie lease question, as directed in telegram of May 29? Have you received instructions of May 27 relative to certain deeds?

E. L. STEVENS,

Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 11, 1884.

LINN, *Agent,*
Saint Mary's, Kans.:

Suspend all proceedings under alleged lease of Pottawatomie Reserve to Anderson & Co. until investigation is had by special agent.

E. L. STEVENS,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 11, 1884.

SIR: As soon as matters at the Quapaw Agency are in such shape that you can leave the agency in charge of the clerk for a few days, you will proceed to the Pottawatomie Agency and investigate the question of an alleged lease for grazing purposes of the Pottawatomie Reservation to Anderson & Co., of Topeka. This is a matter that is creating much excitement and may lead to serious trouble if not attended to at once.

Agent Linn has been telegraphed to suspend all operations under alleged lease until investigation is had.

You will report the facts with your recommendations to this office.

On the 27th ultimo, a letter was addressed to you in care of Agent Linn, directing you to make investigation and report in relation to a deed of conveyance of certain lands in Kansas. If that letter has not been forwarded to you by Agent Linn, you will obtain it from him when at his agency, and make the investigation therein directed as soon as possible.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

W. H. ROBB, Esq.,
United States Special Indian Agent, Seneca, Mo.

UNITED STATES INDIAN SERVICE,
Quapaw, Ind. T. Agency, June 14, 1884.

SIR: I have the honor to acknowledge the receipt of office letter of the 11th instant, directing me to proceed to the Pottawatomie Agency and make investigation of certain alleged leases. In view of these instructions I shall place the clerk in charge of this agency, and leave for Topeka, Kans., on the 16th instant, where any further communications may be addressed.

Very respectfully, &c.,

W. H. ROBB,
Special United States Indian Agent.

Hon. E. L. STEVENS,
Acting Commissioner Indian Affairs,
Washington, D. C.

NORTH TOPEKA, KANS., June 24, 1884.

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

I will recommend no interference with the Anderson lease. Will report by mail.
ROBB.

[Confidential.]

TOPEKA, KANS., June 19, 1884.

MY DEAR SENATOR: Our lease of the Pottawatomie Reservation, about 18,000 acres, was a square, open contract, matured in council and drawn by the Indians, submitted by them to ex-Judge Morton, and in every way made satisfactory to them. We are doing a handsome thing by the Indians, and will keep faith and stand by them as against

an unscrupulous set of shysters in Holton, who have robbed the Indians systematically for years. They are now debauching the Indians, finding them whisky, and making feasts for them, to induce them to protest against the lease. Mr. Corning, now here, can give you the true state of affairs. The Indians compelled us to fence, because they wanted to guard against the parties who have been robbing them. Our fence is almost completed—cedar posts and four wires; it costs us \$5,600, and the semi-annual rental has been in bank to credit acting principal chief, Shough-ne-sa, since May 1. Mr. Ryan understands the case fully.

Very respectfully,

T. J. ANDERSON.

Hon. H. M. TELLER.

UNITED STATES INDIAN SERVICE,
Quapaw Agency, June 28, 1884.

On yesterday I received a letter from W. W. Walker, of Holton, Kans., referring to my investigation of the lease of Pottawatomies reserve, and in view of its contents I deem it proper to submit a copy for your consideration, which is herewith inclosed. And in connection I desire to say that I went out to the reservation on Thursday evening, and on Friday morning I sent word to the objectors that I would be at Topeka on the following Monday, where they could appear and present their objections; and at noon on Friday I saw the gentleman who acted as secretary in their meetings, and notified him of the same, and also by his hand sent directly to this Mr. Walker a letter, requesting them to be present and present their case. On Sunday previous I received notice of authority to make some open-market purchases at this place, and was badly needed here. Notwithstanding I waited thirty-six hours, and up till Tuesday morning for their appearance, and they failed to come, then I notified them they could present their objections and arguments in writing, and I got this reply. I deem the reference to Agent Linn a serious charge, and have notified him and asked explanation, and I have called upon Mr. Walker for the proof.

I have the honor to remain, your obedient servant,

W. H. ROBB.

I inclose also a copy of my letter to Walker.

Hon. H. PRICE,

Commissioner of Indian Affairs, Washington, D. C.

[Inclosure No. 1.]

HOLTON, KANS., June 24, 1884.

DEAR SIR: Your first communication was received late Saturday evening, June 21. Judge Hoaglin left here for Topeka this a. m. to confer with you in regard to lease of the Pottawatomie Indian Reservation. Your telegram of last night and letter, both from Topeka, dated 23d instant, came to-day. We have been deprived of an opportunity to present this matter as we view it. We had direct word from Washington that you would come to this place.

In view of the manner of the investigation it is thought to be not worth while in preparing and sending you affidavits.

We understand that the statement was made to you that on the day of the mass meeting of farmers (citizens) and Indians at this place, the Indians were (a large number of them) drunk, and that the liquor was provided by the citizens.

It is a matter of unquestionable proof that the whole story is false, and that there were no drunken Indians in town on that day. But on a day subsequent, when the citizens had a meeting, quite a number of Indians were in town and quite a number of them were drunk. It is also a matter of proof that the main body of Indians were kept from protesting to you against the lease by the claim of Dr. Linn and others on the reservation, who are interested in the lease; that if the lease was defeated the Indians would have to pay for the posts, wire, and labor, &c., and that the pay would come out of the annual payment. It is hoped that you will not report as *having made an investigation*.

Yours, very truly,

W. W. WALKER.

W. H. ROBB,

Special Indian Agent, Seneca, Mo.

[Inclosure No. 2.]

QUAPAW AGENCY, IND. T., June 28, 1884.

SIR: I am in receipt of your letter of June 24 referring to the lease question. It is hardly worthy of reply except for one statement, which I must take as a direct and serious charge against Agent Linn, and I write now asking for the proof of the

charge, for, if sustained, Dr. Linn should not remain in his position. I refer to your charge that "the Indians were kept from protesting to you against the lease by the claim of Dr. Linn and others on the reservation, who are interested in the lease; that if the lease was defeated the Indians would have to pay for the posts, wire, labor, &c., and that the pay would come out of the annual payment." You will agree with me that this is a serious charge, and I have written Dr. Linn, giving a copy and asking an explanation. If anything of this kind occurred I must know it; if it did not and you are in error you will need to explain to Dr. Linn. If any man was on the reservation not properly there during my interview with the Indians I was not aware of it. I would not have permitted either the lessees or objectors to be present, either in person or by attorney, but I invited you to appear at Topeka, and remained over thirty-six hours waiting for you when my presence here was badly needed, and you could have presented your proofs or argument by mail just as well.

Respectfully,

W. H. ROBB,
Special Indian Agent.

W. W. WALKER, Esq.

QUAPAW AGENCY, June 28, 1884.

SIR: Pursuant to instructions contained in your telegram of May 29, 1884, directing me to make investigation of alleged lease on reservation by Prairie Band of Pottawatomies.

I did, on the 20th day of June, 1884, call a council of said Indians at the council house at the mission on said reserve, at which time and place I made plain to them the object of my presence, &c., and requested of them a full and free expression of their wishes regarding the said lease, and inquired into the manner of obtaining it, their desire relative to the removal of the fences, &c. The meeting was reasonably attended, I think about fifty being on the ground; among them were the following: Shough-nes-see, first chief; Mas-quas, second chief; Pis-she-divin, speaker; Kack-Kack, young man; Cow-Batch, young man; Ship-she, young man; Na-co-pen, young man; Noe-se-kah, young man; Che-quah-me, young man; Weig-was, young man; Ne-do, interpreter, all of whom spoke. The others declined to do more than give an assent. I report herewith the substance of the Indians' speeches. (See Ex., 1 to 9 inclusive.)

I found the chiefs and business men quite intelligent, and of good, strong sense.

I then informed them that I would remain at the Mission House until noon of the 21st, and would be pleased to have a talk with any of them privately, if they would prefer to see me that way.

Next morning early three men came; one was a Kickapoo who had been brought in from New Mexico. All three wanted all fences removed, including those built by the Indians. They wanted the reserve as it was before any improvements were made. No others came.

I procured a copy of the lease and made personal inspection of the location and surroundings.

I file herewith a plat of the reserve, showing location of the lease, marked Ex. 10. I find the lands adjoining the reserve on the east and north thickly settled, the farms being divided up into small tracts, from 15 to 80 acres, and I have marked in pencil on the plat a section of houses to indicate to your mind how it is almost the whole distance on the east and north of the reserve. These farmers were interested in keeping cattle and allowing them to graze on the reserve free of tax. They simply wanted a small tract of land upon which to feed in winter and corral in summer, and when turned from the corral would at once enter upon the reserve to graze, the theory being that there was no law to prevent this. Last year these men, with others around Holton, formed themselves into an organization to resist the collection of the cattle tax. Naturally they were very much disturbed when they found a lease made which was liable to defeat their object, and considerable talk was had, but when they learned that they would be permitted to graze their cattle by paying reasonably for the privilege much of the excitement was allayed. I find the lease was fairly obtained, and compensation to the Indians is reasonable at present. I think there is about 1,800 acres included in the lease. The lessees are carrying out their obligations in good faith apparently, and I coincide with the business men of the tribe in the opinion that the lease is in the interest of the Indians, and at present should not be disturbed. The Indians say these white settlers along the line threatened to kill them if they undertook to drive their cattle off their range, and the fence will settle this difficulty. I think the grazing reserved outside of the lease is the best, and contains all the water. The lessees will be compelled to dig for water, and the herds that

want to graze and pay for it have plenty of room outside. I inclose herewith a copy of the lease. I also inclose two clippings from Holton papers referring to the subject. I inclose also a letter from Charles A. Sheppard, one of the Indians.
Respectfully submitted.

W. H. ROBB,
Special Agent.

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

[Holton Signal, May 21, 1884.]

THE POTTAWATOMIE RESERVE LEASE.

There was a meeting of the citizens of Jackson County at the court-house last Saturday, and the alleged lease of a portion of the Pottawatomie Reserve was thoroughly discussed. While there was considerable feeling over the injustice done our citizens in the matter, the question was fairly considered, and all talk of using violent measures to defeat the purposes of the parties pretending to hold the lease was condemned. There is, however, a determination to do something if it can be legally done. The men who came here ten or twenty years ago, and who have, by improving their farms, made the reserve more valuable to the Indians, believe it an injustice that men who have no property interests in our county should step in at this late day and deprive them of grazing privileges, for which they are willing to pay the Indians a reasonable price. By reading the proceedings of the meeting it will be seen that two very important questions in connection with this matter are to be settled—

1. Is the lease legal?
2. Do the Indians favor the lease?

If negative answers are given to these questions, then there is hope of justice being done.

[Holton Recorder, June 12, 1884.]

Pursuant to call, a mass meeting of the citizens of Jackson County was held at the court-house in Holton June 7, at 2 o'clock p. m., to take action upon the so-called leasing of the Pottawatomie Reserve. The meeting was called to order by the chairman, Jacob Thornburg, with R. G. Robinson acting as secretary.

A. D. Walker made a report of the committee appointed at a previous meeting to investigate the legality of the alleged lease. He stated that the committee had made a full investigation of the lease in question, and that in their opinion it was illegal and void.

Several communications from our Congressman, Hon. E. N. Morrill, were then read by the secretary, the purport of which was that there was no record whatever of the alleged lease in the Departments at Washington, and that a special agent had been sent on to thoroughly sift and investigate the matter, and that until he (the special agent) made his report all operations under the alleged lease should be suspended.

W. S. Hoaglin, being called upon, in a few well-timed remarks explained the action of the aforesaid committee, and the results at which they had arrived.

Upon motion, the report of the committee was approved and the committee discharged.

George Bates, a member of the committee, appointed to consult with the Indians and ascertain their views on the lease question, reported that the Indians were nearly all dissatisfied, and wished the lease to be vacated and set aside.

Upon motion, report approved and committee discharged.

After a mutual interchange of opinions it was moved and carried that the Chair appoint a committee of four, consisting of himself, M. M. Beck, W. S. Hoaglin, and A. D. Walker, to consult with the authorities at Washington for the purpose of ascertaining where the special agent appointed to investigate can be reached, and the reason why work under the so-called lease had not been suspended as ordered.

M. M. Beck, being called upon, read a couple of communications received by him from Senator Ingalls and Congressman Morrill, to the effect that there was no record or knowledge of the alleged lease in the office of Indian Affairs at Washington, and that the Commissioner would order a thorough investigation of the matter.

After interpreting the contents of the letters and telegrams aforesaid to the Indians present, who expressed their approval of the same, J. D. Poling was elected treasurer; and, upon motion, a collection was taken up to defray necessary expenses.

On motion, it was ordered that a copy of the minutes for publication be furnished the Holton Recorder and Holton Signal by the secretary.

Upon motion, meeting then adjourned to meet at the call of the chairman.
J. THORNBURG,
Chairman.
R. G. ROBINSON,
Secretary.

STATEMENT OF MAS-QUAS.

In the first place, some Holton men wanted a lease, but they did not offer enough; and then once they tried to buy some of our land, and we were afraid of them; then the Topeka men wanted to lease, and we talked it over among ourselves, and we thought it would be good. There was lots of land not in use, and some of our people met here and we called a council and we talked it over among ourselves, and concluded to make the lease. I thought it was a good thing, and think so now.

STATEMENT OF PIES-SHE-DWIN (SPEAKER).

We had several meetings and talked it over. We all thought it a good thing. I was a little afraid of the Holton men. I think the lease is good. One object was to cut off the farmers on the east line who would not pay. I begrudge them our grass and hay without pay. I think it is best for the lease to stay.

STATEMENT OF NA-CO-PEN.

I am not a chief, only a young man. I speak for one of our braves; he is now away with a show; he is not here; we object to this lease; the Government pays us annuities; we are happy, and we want to live like we used to; we don't want fence; I was at Holton when council held; did not sign paper; did not see any Indians sign paper.

STATEMENT OF KACK-KACK.

I am glad to have lease investigated; I understand better now; I hope it will be managed satisfactorily.

STATEMENT OF SHIP-SHE.

I am a young man, not a chief; these are our business men; they do our business and we trust them—our chiefs—and if we object they will sign the objection; I am satisfied.

STATEMENT OF COW BOTCH.

You are sent to find out; now if the lease is good for the Indians I want it, and if it is not, I do not; I want best for the Indian.

STATEMENT OF SHOUGH-NES-SEE.

I thought the lease was good; I think so yet; I have not changed my mind.

STATEMENT OF NAE-SE-KAH.

I gave my consent, and I think the lease good.

HOLTON, KANS., *June 21, 1884.*

SIR: Owing to sickness, I could not see you this morning as I promised. The farmers living near Holton offered me money to fight the lease made to Anderson & Co. by the Prairie band, of which I am a member.

I live in the northeast corner of the reserve, and am acquainted with all the people who held meetings last summer to protest against paying for grazing their cattle on the reserve. They are the identical persons who are now holding meetings in Holton to protest against the lease.

I was in Holton June 7, when a meeting was held there. At least a dozen Indians were drunk, and I helped to load a number of them in wagons.

I understand my name was signed to a protest against the lease, which was forwarded to Washington. I never signed any paper of the kind, and never authorized any one to sign it for me. I was at home sick at the time. When the meetings were held last spring the farmers said they would not pay for grazing, and that they had a right to it.

CHAS. A. SHEPARD.

Witness:

EDMOND MAYNS.

Major ROBB,

United States Special Indian Agent.

THE HOLTON RECORDER,
Holton, Kans., July 1, 1884.

DEAR SIR: By request of the committee I write to give you a statement of the fact about the recent investigation (?) of the alleged lease of the Indian reserve. When we received your first communication, informing us that Mr. Robb, of Saint Mary's, had been instructed to make the investigation, the committee addressed Mr. Robb at Saint Mary's, but received no response. Finally the committee was informed by the postmaster at Saint Mary's that no such a man had been there. I make this statement to show you that the committee were desirous of and made efforts to see Robb. When your second communication was received, stating that Robb had been ordered to come to Holton to make the investigation, we simply waited until he should make his appearance.

We have ascertained that Mr. Robb arrived in Topeka on Monday, 16th, and proceeded from there in company with members of the lease company, and proceeded with the investigation (?), riding over the reserve, and coming within 3 miles of Holton. Saturday, June 23, after the investigation was made, he sent a note to the committee, requesting them to meet him at Topeka the fore part of the next week.

This was received Saturday evening, the 21st, and was the first intimation any of the committee or any one else interested in this country had, that Robb was in the State. Arrangements were made at once to send a subcommittee to Topeka, but on account of other business matters, the subcommittee could not go until Tuesday. Monday evening a telegram was received from Robb, announcing that he had to leave Topeka for Seneca, Mo., Monday evening. Judge Hoaglin went to Topeka on Tuesday, but could only learn that Robb had been there and left Monday, and incidentally learned further that he had made a favorable report to the company who held the lease. Tuesday, the committee received a letter from Robb, asking them to transmit what evidence they had, verified by affidavits, to Seneca, Mo. This, of course, the committee declined to do. These are the *frozen facts*, every word of which can be substantiated by sworn testimony, in reference to the investigation (?).

There are rumors well authenticated that the one-sided investigation made on the reserve was a roaring farce. One of these rumors is that the dissatisfied Indians were informed that if the lease was revoked the expense of the posts and wire that had been purchased, and all the work done, would be deducted from their annuity. Another is that the agent was informed by parties to the lease on the reserve, that when the Indians met the committee here in Holton, that they (the Indians) were made drunk, and in that condition signed the remonstrance to the lease, and other stories equally unfounded.

The citizens here are terribly, and I might say justly, indignant at the manner in which they have been treated by Robb, and denounce the so-called investigation as a farce and fraud.

Respectfully,

Hon. E. N. MORRILL,
Washington, D. C.

M. M. BECK.

[Indorsement.]

Respectfully referred to the Commissioner of Indian Affairs.

E. N. MORRILL.

Since writing above, I have read Mr. Robb's report. I am satisfied it contains gross misstatements, one of which is, that only 1,800 acres is leased. I am informed that it embraces over 30,000 acres. I ask that Hon. S. Benedict, Indian inspector, be sent to make a special examination.

E. N. MORRILL.

JULY 8, 1884.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, July 24, 1884.

SIR: In compliance with the request of Hon. E. N. Morrill, I have the honor to transmit herewith the papers in the matter of the lease made by the Prairie band of Pottawatomie Indians of a portion of their reservation in Jackson County, Kansas, to T. J. Anderson and others, of Topeka, Kans., and in connection therewith I beg to make the following report:

On the 29th May last Mr. Morrill referred to this office a letter dated May 25, from A. D. Walker, esq., Holton, Kans., transmitting a protest purporting to be signed by some thirty Indians, members of the Prairie band of Pottawatomies, against a lease which it was alleged had been entered into by certain chiefs of said band, of a por-

tion of the Pottawatomie diminished reserve in Jackson County, Kansas, to T. J. Anderson and others, of Topeka, Kans., and requesting that an investigation be had by this office into all the circumstances attendant upon said lease and the procurement thereof.

On the 30th May last, Agent Linn, in charge of the Pottawatomie Agency, having been telegraphed by this office, sent the following dispatch:

"Prairie band Pottawatomies leased twenty thousand acres land not fenced. About four thousand head of cattle on land. Indians wrote letter stating reasons for lease; will forward letter. Never counseled with Indians about lease."

June 3, Agent Linn forwarded copy of agreement or lease between said Indians and T. J. Anderson & Co., with explanatory letter from the headmen of the band.

The lease in question, which bears date April 25, 1884, and purports to be made between the Prairie band of Pottawatomie Indians now living on the diminished Pottawatomie Reservation in Jackson County, Kansas, of the first part, and T. J. Anderson & Co., of Topeka, Kans., of the second part, leases to the party of the second part a portion of the said reservation as therein described, for a period of ten years from the 1st January, 1884, for the purposes of pasturage, grazing, stock-raising, and stock-breeding, with liberty to erect such fences, yards, and other improvements as will promote said objects, at a rental of \$3,000 per annum, payable semi-annually, on 1st May and 1st October of each year, to be deposited in the First National Bank of Topeka, Kans., subject to the order or check of the acting head chief, and to be paid per capita to the Prairie band, at their semi-annual annuity payments next subsequent to the payment of such rental installments, by the agent for said band, or some person selected by the council, with a condition for forfeiture of the lease in case of non-payment of said rent, the first payment to be made May 1, 1884, and under and subject to the following covenants and stipulations, viz:

The lessee to inclose the entire tract of land leased with a substantial fence of at least three-double barbed wire; keep same in good repair, and to complete the southern or curved and eastern lines of said fence on or before June 10, 1884, and the northern line on or before June 20, 1884; to allow the lessors uninterrupted passage through the leased territory in all directions, and to that end to make the necessary number of gates in their inclosure.

No portion of the leased land to be broken or cultivated; no rock, stone, coal, or timber found thereon to be disposed of or used by the lessee, except rock or stone for building purposes on said premises, and down wood thereon for fuel; and that no more white or other persons shall be introduced on said premises than are necessary for the prosecution of the business objects before mentioned; such persons to be selected from the friends, and not from the enemies, of the lessors.

No building or fences of any kind to be removed from said premises during the continuance of the lease, and at the expiration thereof peaceable possession of the premises, with all improvements thereon, to be surrendered to the lessors.

Stipulation against transfer or assignment of said lease or any interest therein, without consent of the lessors, and any attempt to make any transfer or assignment otherwise, to work a forfeiture of the lease.

Lessees not to allow any cattle or other stock, whether owned by them or others, to go through or from the premises leased, upon the remainder of the diminished reserve, and for forfeiture of the lease upon willful or intentional violation of this provision.

Stipulation that the members of the Prairie band residing upon the reservation shall have the right to take from said leased premises any and all rock, stone, coal, and whatever hay Charles Sheppard may require for his own use, and to cut and carry away any timber they may wish to use for building or other improvements upon the lands occupied by them, and their right of entry for said purposes, is thereby reserved.

Any intentional violation of any of the provisions of the lease to work a forfeiture thereof.

Said lease purports to be signed by seven of the chiefs, speakers, braves, and young men for the Prairie band of Pottawatomie Indians; also by T. J. Anderson & Co., composed of T. J. Anderson, J. D. Burr, J. B. Johnson, and Eugene Hogan. Signatures of the Indians verified and certificate attached.

The letter of the Indians accompanying said copy lease is dated June 3, 1884, and purports to be signed by certain chiefs, &c., of the band, the majority of whom appear to have executed the lease to Anderson & Co. The reasons for their action, briefly stated, are stated to be as follows:

1. The absence of about 300 of their people in Iowa and Wisconsin, and the large quantity of land they consequently have unoccupied.
2. Continual encroachments by stockmen of Kansas and Missouri on their reserve.
3. The refusal of such stockmen to pay a grazing tax when demanded, and the failure of the courts to afford any relief therefor, or against trespasses committed.
4. Repeated loss of Indian stock, timber, and material from the reservation.

5. The protection afforded by the lease in fencing, thus protecting the Indian stock.

6. Attempts of speculators in Holton, Kans., to sell their reserve and deprive the Indians of their homes. Persistent efforts of others to lease the tract, and their preference for and confidence in the present lessees, who pay a greater consideration than that offered by others.

The letter then proceeds to state that the lease was decided on after a number of councils, at which the whole subject was discussed and the provisions of the lease fully explained, there being but a trifling opposition manifested; that after the lease was made the disappointed applicants called a meeting and appointed a committee to visit the Indians and create discontent amongst them; that at a subsequent meeting a few irresponsible young men of the tribe attended, and many of their people were in Holton on the day of meeting, trading, who had no connection with the meeting; that they are reliably informed that the names of those Indians present, and possibly the names of all those in town, were written down by a person whom they knew to be an applicant for the position of agent; that attempts at bribery were made—one Indian speaking English being offered \$100—to participate in the fight against the lease, and that a feast was given to the Indians in Holton the day of the meeting; that the opposition to the lease proceeds from causes entirely foreign to it, and that no one has influenced them or their people in making it, and concludes by asking for an investigation to develop the true facts in the case.

On the 11th June last, Special Agent W. H. Robb was directed by this office to proceed to the Pottawatomie Agency, Kansas, and make a full investigation of all the facts and circumstances connected with the lease.

On the 28th June last, Special Agent Robb made his report to this office (original herewith), stating that on the 20th June he convened a council of the Prairie band of Pottawatomies at the mission house on their reserve, which was fairly attended by the Indians, about fifty being present, including the first and second chiefs, speaker, and other leading men of the tribe therein named, all of whom spoke. The others present declined to do more than give an assent. The substance of the Indians' speeches will be found appended to the report.

Agent Robb states that he found the chiefs and business men quite intelligent and of good strong sense. He afforded an opportunity for any desiring to talk to him privately on the subject. Only three Indians presented themselves, one being a Kickapoo. All these wanted the fences removed and the reservation restored to its original condition, without assigning any reasons. No others appeared.

Agent Robb states that he procured a copy of the lease and personally inspected the location and surroundings (see plat attached to report). He finds the land adjoining the reserve on the east and north thickly settled, the farms being divided up into small tracts—from 15 to 80 acres. (See section of houses pencilled on plat, indicating the condition of things almost the whole distance on the east and north of the reserve.) These farmers were interested in keeping cattle and allowing them to graze on the reserve free of tax. It appears that last year these men, with others around Holton, formed an organization to resist the collection of the cattle tax, and were naturally much disturbed when they found a lease made which was liable to defeat their object, and considerable talk was had, but when they learned they would be permitted to graze their cattle by paying reasonably for the privilege, much of the excitement was allayed.

Agent Robb finds that the lease was fairly obtained, and that the compensation to the Indians is reasonable at present; that the lessees are apparently carrying out their obligations in good faith, and he coincides with the business men of the tribe that the lease is in the interest of the Indians, and should not at present be disturbed. He further states that the Indians say that the white settlers along the line threatened to kill them if they undertook to drive their cattle off the range, and that the fence will settle this difficulty. He thinks the grazing reserved outside of this lease is the best and contains all the water; and states that the lessees will be compelled to dig for water, and that the herds that want to graze and pay for it have plenty of room outside.

Accompanying the papers will be found a letter from Mr. Anderson, dated June 19, 1884, to the honorable Secretary in support of the lease, asserting the good faith of the lessees, and stating that they have expended a sum of \$5,600 in erecting fences, and that the semi-annual rental has been deposited in bank to the credit of the acting principal chief since May 1.

Also a letter from Special Agent Robb to this office, dated 28th June last, inclosing copies correspondence had by him with W. W. Walker, of Holton, on the subject of the investigation, and as to certain charges preferred against Agent Linn, to the effect that he was interested in the lease, and kept the Indians from protesting against it by telling them that if the lease was defeated, they would have to pay for the posts, wire, labor, &c., which would be deducted from their annuities.

Also a letter filed in this office by Hon. E. N. Morrill, dated the 1st instant, from M. M. Beck, of Holton, Kans., denouncing the investigation had by Special Agent

Robb, and the manner of conducting it as a farce, and denying the allegations made that the Indians were improperly influenced against the lease, &c.

In referring Mr. Beck's letter, Mr. Morrill remarks as follows:

"I have read Mr. Robb's report. I am satisfied that it contains gross misstatements; one of which is that only 1,800 acres is leased. I am informed that it embraces over 30,000 acres. I ask that Hon. S. Benedict, Indian inspector, be sent to make a special examination."

In view of Mr. Morrill's request I have the honor now to submit the papers for such action as the Department may deem advisable.

I will add that I think upon investigation it will be found that the figures "1,800" used in Special Agent Robb's report to denote the quantity of land leased, are a clerical error, and were intended for 18,000.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 14, 1884.

SIR: In a letter of Shough-nes-see and others, relative to the lease to Anderson & Co., which was transmitted by you on the 3d ultimo, I find the following statement:

"In addition we have to say that the men who are holding the meetings, and demoralizing our young men, while professing to be their good friends, are now engaged in fencing a line of fractions being on the north line of our reserve which it is well-known by every citizen of Jackson County belong to our reserve. The fractions amount to about 560 acres and are embraced in the boundaries of the original Pottawatomie Reservation. The very white people engaged in this fraud doubtless have informed some of our people that we have sold the fractions, as they so charge us."

You will at once investigate the truth of this allegation, and if you find the facts to be as stated and that these fractions are properly a part of the Pottawatomie Reserve, you will notify the parties engaged to at once remove the fences, and to desist from occupation of the lands included therein; and in default thereof report them to this office for proceedings under the statute (Sec. 2118, Revised Statutes).

Very respectfully,

H. PRICE,
Commissioner.

H. C. LINN, ESQ.,
*United States Indian Agent,
Pottawatomie Agency, Saint Mary's, Kans.*

UNITED STATES INDIAN SERVICE,
Sac and Fox Agency, Ind. T., July 1, 1884.

SIR: The Prairie Band of Pottawatomies in Kansas are trying to sell or lease the strip of land on the north side of their reservation, which piece of land was reserved for any of the Pottawatomies in Wisconsin, Mexico, or the Territory who might desire to return there to live. It is the desire of the Pottawatomies who are here with the Mexican Kickapoos that the land should not be sold or leased, but if it should be sold or leased, then we respectfully ask that your honor see that our people here get their part of the sale or lease money.

Very respectfully,

CHE-QUAW-MO-KO-HA-KO, his x mark.

Witness:
I. A. TAYLOR,
United States Indian Agent.

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

UNITED STATES INDIAN SERVICE,
Pottawatomie and Great Nemaha Agency, July 23, 1884.

SIR: Your letter dated July 14, 1884, marked L 10778, 1884, is received, in reference to some parties who were engaged in fencing a line of fractions on the north line of the reserve.

I will state that the statement made by the Pottawatomie Indians in their letter was true; that several farmers living adjacent to the north line fenced several tracts; the Pottawatomie Indians complained to me.

I visited the parties and informed them that they were trespassers, and explained the matter fully to them; they seemed satisfied with my explanation and agreed to remove their fences, and relinquish any claim they had entertained, with which agreement they have complied.

Very respectfully,

H. C. LINN,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
Washington, July 28, 1884.

SIR: Your request of July 28, 1884, to the Commissioner of Indian Affairs, for another special examination, to be made by Inspector Benedict, of the matter of making a lease by the Prairie Band of Pottawatomie Indians of Kansas, of a portion of their lands for grazing purposes has been submitted to this Department with full report by the Commissioner.

The whole matter has been carefully examined and the necessity for any further investigation by this Department is not found.

Special Agent Robb states the quantity of land leased as 1,800 acres, when he evidently intended to state it as 18,000 acres, which is the quantity stated elsewhere in the papers.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

Hon. E. N. MORRILL,
Hiawatha, Kans.

HIAWATHA, KANS., *July 28, 1884.*

DEAR SIR: The excitement in Jackson County in relation to the lease of the Pottawatomie Indian Reserve still continues, and I again ask most emphatically that some action be taken by you. The investigation by your special agent, Mr. Robb, was a one-sided, partial affair—in fact, it was *no investigation at all*, and might just as well have been conducted by the lessees themselves. The people ask that some honorable man be sent who will meet them at Holton and take the evidence which they wish to submit. They claim that the lease was fraudulently obtained from the Indians by bribing leading members of the tribe to sign and induce others to sign the lease. That the Indians are now dissatisfied and want the lease annulled. When I was last in your office, about the 9th of July, you assured me that a full investigation should be made; that you would ask Secretary Teller to send Hon. S. S. Benedict to make a thorough examination of this subject. I again urge that this be done at once.

I am, very respectfully, your obedient servant,

E. N. MORRILL.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 1, 1884.

SIR: In reply to your letter of the 28th ultimo, I have to say that your request for an investigation by Inspector Benedict, of the lease made by the Prairie band of Pottawatomies to T. J. Anderson & Co., was duly submitted, with all the papers in the case, to the Department on the 24th ultimo, and I inclose herewith a copy of the letter addressed to you by the Hon. Acting Secretary on the 28th ultimo, stating that the necessity for any further investigation by this Department is not found.

Very respectfully,

H. PRICE,
Commissioner.

Hon. E. N. MORRILL,
Hiawatha, Kans.

[Inclosure.]

UNITED STATES INDIAN SERVICE,
Pottawatomie Agency, August 7, 1884.

SIR: During the night of the 28th ultimo 6 miles of fence, inclosing in part the tract of land recently leased to T. J. Anderson & Co., was entirely destroyed, the posts being cut off just above the ground, and the wire separated at every other panel.

It is well known that the outrage was perpetrated by a body of white men living near the east line of the reserve where the fence was located, yet M. M. Beck, editor of the Holton Recorder, has intimated, in an Associated Press dispatch, that it was done by the Indians.

When Mr. Beck and others in Holton were endeavoring by every questionable method to induce a portion of our people to fight the lease, they were classed as excellent people, but having failed in that purpose they are now charged with a heinous crime, that the actual perpetrators, citizens of Jackson County, may be screened and discredit cast upon the Indians and the lease.

By the terms of the lease the fence belongs to us, and we respectfully request that measures may at once be taken to prevent the destruction of the fencing in the future, and to punish the parties guilty of destroying the 6 miles referred to.

A number of our people living in the southeast corner of the reserve are now overrun by cattle belonging to white people living on the line of the reserve and adjacent to it. These cattle running at large render the grass entirely unfit for hay, break down the fences, destroy crops, and keep continually among us white people that we want nothing to do with. We do not want cattle in this locality at any price for grazing.

We now have the posts and wire—purchased with proceeds of grazing—to fence in this corner and relieve our people living there from the present outrageous state of affairs; if built, will it be protected?

The white people are now, and have for years, been trespassing upon us, almost without question; they now destroy our property with impunity.

We earnestly hope you will present these matters to the Hon. Commissioner of Indian Affairs for his consideration, and that he will find it convenient at an early date to inform us what to expect in regard to the fencing.

Very respectfully,

SHOUGH-NES-SEE, his X mark. *Chief.*

MAS QUAS, his X mark. *Speaker.*

NAS SE-KAH, his X mark. *Chief.*

KACK-KACK, his X mark. *Brave.*

AT-EN-WAH-DUCK, his X mark. *Speaker.*

PIS-SHE-DWEI, his X mark. *Speaker.*

Full Council, Prairie Band, Pottawatomie Indians.

Dr. H. C. LINN,
United States Indian Agent.

I hereby certify on honor that I interpreted the foregoing letter to the persons whose names are signed thereto; that they fully understood it; that the marks attached to their names are genuine, and were made in my presence.

JOHN A. NADEAN,
Interpreter.

UNITED STATES INDIAN SERVICE,
POTTAWATOMIE AND GREAT NEMAHA AGENCY,
August 13, 1884.

SIR: Inclosed please find a communication from Pottawatomie Indians to me, with the request that I submit their complaint to the Department.

The statement made by the Indians that 6 miles of their fence has been destroyed is correct; the posts, which were 16 feet apart, being cut off close to the ground for an uninterrupted distance of 16 miles. Excepting one-third mile of oak posts, those destroyed being cedar, the wire was cut at every other post, rendering entirely worthless both posts and wire.

It is a notorious fact that a majority of the white people living around the reserve have been committing depredations on the reserve and resisting every effort to compel the payment of the merely nominal sum taxed them for grazing their cattle on the reservation. When requested to pay, they stated that the Indians must fence the reserve if they did not wish their cattle to graze upon it.

The prime movers in the destruction of the fence are said to be people living from one-half to one and a half miles back from the reserve, but it does seem like the united effort of the people of Jackson County to compel the Indians to surrender their homes. The Indians leased their reserve with the expectation of protecting them-

selves from the intrusions of said white people surrounding the reserve, but it seems that any effort of the Indians to protect themselves from these intrusions are futile.

At the request of the Indians, I reported the case to the United States attorney, and he still claims, as he always has, that there is no United States law that will reach the case, and it will be impossible to convict them before any jury in the State courts.

The Indians have purchased posts for the purpose of fencing along the east line of the reserve not occupied, the lease to Anderson & Co., for the protection of their hay and crops from stock which has been trespassing for years by destroying the same, but they now declare that it is useless to erect this fence unless they are assured of protection from the Department.

Respectfully,

H. C. LINN,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 30, 1884.

SIR: I have the honor to submit herewith a copy of a letter, dated the 13th instant, from Agent Linn, in charge of Pottawatomie and Great Nemaha Agency, Kansas, transmitting a communication (copy also inclosed) from the council of the Prairie band of Pottawatomie Indians, dated 7th instant, stating that during the night of the 28th ultimo, six miles of wire fence, inclosing in part the tract of land recently leased by them to T. J. Anderson & Co., was entirely destroyed, the posts being cut off just above the ground, and the wire separated at every other panel.

In confirming the Indians' statement, Agent Linn remarks that the prime movers in the outrage are said to be people living close to the reserve, but that it rather appears like a united effort of the people of Jackson County to compel the Indians to surrender their homes.

The Indians have now purchased posts for the purpose of fencing along the east line of the unoccupied portion of the reserve for the protection of their hay and crops from trespassing stock, but they declare that it is useless to erect this fence unless can be assured of protection from the Department.

I am at a loss to know what to recommend in this matter. There appears to be no United States law which will reach the case, and, from what Agent Linn says, the United States attorney for the district has stated that it will be impossible to convict before any jury in the State courts.

I would, however, respectfully suggest that it might be well to dispatch an inspector of the Indian Service to the agency, with instruction to examine into the causes and circumstances of the outrage, with authority, if necessary, to confer with the United States district attorney in the premises, to the end that some measures may, if possible, be taken to protect these Indians in the quiet enjoyment of their lands.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, September 19, 1884.

SIR: Upon receipt of this letter you will proceed to make thorough and careful inspection of the affairs of the following Indian agencies in the Indian Territory, viz:

The Sac and Fox Agency, the Osage Agency, the Kiowa and Comanche Agency, the Union Agency, the Ponca, Pawnee, and Otoe Agency.

When these inspections shall have been completed, you will proceed to inspect the affairs at the Pottawatomie and Great Nemaha Agency, in Kansas, and while there you will make special report upon the complaints of the Indians as to the cutting of fences upon the reservation, regarding which a report, with papers, from the Commissioner of Indian Affairs, of August 30, 1884, is inclosed.

Very respectfully,

H. M. TELLER,
Secretary.

ROBERT S. GARDNER, Esq.,
United States Indian Inspector, Darlington, Ind. T.

UNITED STATES INDIAN SERVICE,
Topeka, Kans., November 25, 1884.

SIR: I have the honor to transmit special report upon the leasing of land by Pottawatomie Indians to Messrs. T. J. Anderson & Co., with inclosures.

Very respectfully, &c.,

ROBERT S. GARDNER,
United States Indian Inspector.

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

[Inclosure No. 1.]

Report of Inspector Gardner on leasing of Pottawatomie Indian lands to T. J. Anderson & Co.

NOVEMBER 25, 1884.

Is of opinion of that the lease was made with the knowledge and consent of the better class of Indians upon the reserve, and that the same was done in a free, frank, and open manner, both on the part of the Indians and lessees; and that it would be to the best interests of the reservation Indians that this lease should remain in full force and effect.

The fence destroyed was some six miles on the east line of the reserve, and was constructed by the lessees. The destruction was a species of vandalism, and the lessees should most certainly have the protection of the United States, and it is hoped that the present Congress will take action to protect cases of this character.

Respectfully submitted.

R. V. BELT,
Chief Indian Division.

UNITED STATES INDIAN SERVICE,
Topeka, Kans., November 25, 1884.

SIR: In compliance with instructions contained in Department letter of September 19, 1884, I have the honor to report that I have made diligent inquiry relating to the lease made by the Prairie band of Pottawatomie Indians to T. G. Anderson and Company on the 25th day of April, 1884, for a term of ten (10) years, at an annual rental of \$3,000, payable semi-annually. Copy of said lease is herewith; Department number 2704; Indian Office No. 12432; and as a result of my observations, respectfully submit the following: I arrived at Pottawatomie Agency on Tuesday, 18th instant, and requested Agent I. W. Patrick, in writing, that I desired to hold a general council with agency Indians on Thursday, the 20th instant. Agent Patrick sent out written request that agency Indians assemble at the agency and meet me as requested. In accordance with these requests the agency Indians met me in their council house at one o'clock p. m. of 20th instant. There were present some forty or more. I inclose herewith minutes of the council, Exhibit No. 1. The principal chief, Shough-nes-see; Mas-quas, Pis-she-duin, speakers, and Kack-kack, a brave, were the principal speakers. "Their names also appear signed to the lease." These men acted in good faith, and signed the lease with what they supposed was the wishes of the tribe, as they had had many and frequent councils among themselves touching this matter, and no objections to their so doing was interposed or suggested by any members of the tribe. After the lease was duly executed, and properly signed and witnessed, objections to the lease by some of the agency Indians was made. From the best information I am able to obtain, no such objections on their part would have been made had it not have been suggested and prompted by certain evil and selfish disposed persons residing near the east line of the reserve, who desired to lease the land themselves or have the use of that certain portion of the reserve at a nominal rental per season, or free gratis for nothing—principally the latter?

It will be seen from Exhibit No. 1 that I inquired of those present in the council-room their views regarding the lease, and asked each and every one present to inform me whether they were in favor of a lease or against a lease. "There were four present that I did not ask their opinion, to wit, Eli G. Nadean, his clerk, Mr. Maddin, and Mr. James, a white man adopted into the tribe. It was an oversight on my part at the time. I afterwards asked them their opinion, and they told me they favored the lease." The minutes show 15 for lease, 18 against lease, and 3 had no choice. With the four above alluded to vote would stand 19 for and 18 against lease. It might be well to state that those who favored the lease were of the most intelligent men of the tribe and those who have made the most progress towards civilization and self-support. On the day following, November 21, the principal objector, Wah-quoh-bosh-kuck, and some several others, who were present at the general council of the day previous, presented himself and asked for a talk, which was granted, a succinct

memoranda of which is herewith, Exhibit No. 2. He advanced no reasons why he objected to the lease, other than that he did not want that portion of the reserve fenced. He says he directed his name to be signed to paper numbered 10325, Indian Office, July 26, 1884. He also says he signed paper herewith marked Exhibit No. 3, as did also all of the Indians whose names are signed thereto. Mr. Samuel Fields, who acted as interpreter, and swears to the same paper, was also present. I propounded to him certain questions, which appear upon the paper Exhibit No. 3. There is a discrepancy in the statement and oath of Samuel Fields; also in the statement of Wah-quoh-bosh-kluck and Samuel Fields. I inclose herewith affidavit of Richard Rice, Exhibit No. 4, who swears he was not present at the council, did not sign the protest, nor authorize any one to sign his name to same. Upon examination of annuity pay-rolls for second quarter, 1884, I find that two of the alleged signers to this paper, Exhibit 3, were reported as having died in April, 1884, to wit, number on roll, 17, Pam-a-go; No. 25, Wahb-mun; and No. 269, Kee-sh-kos, went to Indian Territory in June, 1884, and has not returned. This protest bears date of having been made October 21, 1884, and those dead men could not have signed it. In addition to this it will be seen from statements made to me by Samuel Fields that only about half of those whose names are signed were present, and that he signed the names of those absent, at the request of those present, and that he, Field, wrote all the names on the paper, Exhibit 3. In his affidavit he swears, "they were all present and touched the pen to the x appearing against his name." I believe this to be false, as two dead men were not there, and Richard Rice swears he was not there. Samuel Fields also swears "he is a member of the Pottawatomie tribe of Indians," who are occupying the reserve situate in Jackson County, Kansas.

I examined the records of the office, and the retain rolls do not show the name of Samuel Fields as a member of the tribe. He is a citizen Pottawatomie unlawfully upon the reserve; therefore his affidavit in this particular is false. It will appear from the official jurat of Mr. James H. Lowell, that same was acknowledged October 24, 1884. I am at a loss to know why Mr. Walker did not forward this paper to the Department, instead of retaining it, and giving it to me, in person, on Tuesday, November 18th, instant (at noon). I have carefully looked over the whole matter, and am firmly of the opinion that the lease was made with the knowledge and consent of the better class of Indians upon the reserve, and that same was done in a free, frank, and open manner both upon the part of Indians and lessees. I am further of opinion that it would be to the best interest of the reservation Indians that this lease should remain in full force and effect. It was intimated that ex-Agent Linn was interested in this lease. I am firmly of opinion that he has no interest whatever in this lease. I inclose herewith communication from T. J. Anderson, esq., Exhibit No. 5, which explains itself.

There has been no fence belonging to the Reservation Indians that has been destroyed. The only fence destroyed was some six miles of fence on the east line of the reserve, that had been constructed by the lessees, under their contract or lease of April 25, 1884. The destruction of this fence was a species of vandalism upon the part part of those who did it. The lease was made in good faith, and fence was constructed as required by terms of the lease. The lessees should most certainly have the protection of the United States, when they are lessees of Government wards, and fence located upon land title to which is in the Government of the United States. There appears to be no law upon the United Statutes books governing cases of this kind. It is to be hoped that this present Congress may take such action as will protect, and punish cases of this character, should they occur again.

The original papers in the case are herewith respectfully returned.

Very respectfully, &c.,

ROBERT S. GARDNER,
United States Indian Inspector.

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

[Inclosure Exhibit No. 1.]

Memoranda of a council held with the Pottawatomie Indians at their Council-House at their Agency in Kansas, Thursday, November 20, 1884.

Lease to T. J. Anderson read and explained and a full expression of opinion by each and all requested.

Mas-quas, speaker.—When we were called together before by our chiefs we talked it over; after we talked it over we asked Nadean, James, and Blandin what they thought of it, and they told us they thought it would be a good thing. We also thought it a good idea; the fence would be a protection; did not care so much for the money as having the fence; thinks outsiders think we have more land than we

ought to have, and Holton parties have tried to buy land of us. After we talked the matter over, there seemed to be a fair understanding about it, and at the time no objection was raised to making the lease and we feel more ease and rest from the protection of the fence. I signed the lease, and we received one payment thereon; satisfied with the lease to remain as it is, or was when I signed.

Pis-she-duin, speaker.—I can't say anything contrary to what my friend has just said. We signed the lease, and are satisfied, and don't want to make any change or disturbance about it; want it to remain in force.

Shough-nes-see, chief.—Have no fight to make against the lease; want it to remain in force.

Nas-se-kah, chief.—You have heard what our chiefs have said, and we are all in favor of what we have done—signing the lease. We want it to remain in force as it is, until the time expires; ten years was time agreed upon.

Koch-kach, brave.—You have heard what our chiefs have said. After I heard what my chief said about the lease, I supposed it was all right; I signed the lease. Am glad you came here to look through this, and see whether everything is straight or not; hope everything will be unanimous and go on peaceably; don't see why I should make any fight over this lease after my chief had decided it was a good thing and signed the lease. I am satisfied and hope the Commissioner will protect us in our views, and am happy to see some one here who will make things straight.

Mas-quas, "Speaker."—Our chief was ignorant of any one being against the lease, is why he did not pick out every one, and have him sign it. After this reserve was set aside, the chief supposed he was to do the best he could for the protection of his people, and he thought it was his duty to sign this lease, as it was a protection for the tribe. We understood that it was not required that every one of the tribe was to sign the lease. We had a council among ourselves and agreed to lease; there was no objection raised, and supposed every one proved it.

Neko-pen, "Half-day."—I speak in favor of all these young men; my brave not here to-day; if we had got the news who was here, you might have seen more of us; those on the paper protesting against the lease. I sent this paper to the Department (No. 10325), asking the Department to assist him in having it stopped—the leasing of the land. We were told not to lease the reserve by the chief that selected it; it was understood that anything of this kind was to be submitted to all of us and acted upon by the whole tribe. We were all present when the lease was spoken of. I said nothing then; day after the general council, Wah-qua-bosh-kuk (brave), called a council at his house, and after that we had a council at Shaugh-nes-see; at that time my brave spoke—he had not spoken before. He said: My chief, I don't think same way you do; listen and hear what I say, and this is the reason we object. We did not see the parties there (T. J. Anderson & Co.). This was the only reason he was against the lease then, and why he is against it now. The last three or four years we have about been on a lease practically; but we are not in favor of having it fenced. The cattle-grazing on reserve for past four years has done us no good; don't know what became of the money. Mr. James told me last fall that some \$6,000 had been collected during the three years, and don't know what became of it. We want to fence our reserve ourselves; don't want the fence of Anderson on reserve; want to live pleasantly with all in and off the reserve.

Ku-sus.—At the time the lease was made was ignorant of what my chief had done. It was rumored around that bribes were offered for the young men to favor the lease. After I heard that I sided against the lease. Nothing else put me against it.

Did not take my per capita of lease money this time or "year."

The inspector, R. S. Gardner, then asked each and every Indian present at the council whether or not he was in favor of the lease made to T. J. Anderson & Co., which resulted as follows: In favor of lease, 15; against the lease, 18; no choice, 3.

I certify that the foregoing minutes of council were interpreted correctly by me.

ELI G. NADEAU,
Acting Interpreter.

POTTAWATOMIE AGENCY, KANSAS,
November 20, 1884.

I certify that the foregoing was written by me and interpreted by Eli G. Nadeau.
R. S. GARDNER,
United States Indian Inspector.

[Inclosure. Exhibit No. 2.]

Wah-quoh-bosh-kuck.—Paper numbered 10325, Indian Office, July 26, 1884, shown and explained to him. He says a white man made this paper for them and he authorized him to sign his name.

The other paper, certified to by Samuel Fields, was made at my house. The names of all on the paper were at my house and signed this paper. Am sure they were all there. This was about October 21, 1884.

I don't know why this fence was put up. There has always been cattle there before fence was put up.

I am not in favor, or it is against my desire, to have this fence on the reserve; have never made any remarks or objections to my chief before since my former chief died, that had this reserve set aside for us. Now, I have said something. After I heard some of the young men talking about the object of this fencing, I then called them together at my house and told them one and all to speak what they had to say on the subject. I got Samuel Fields to interpret for me. It seemed to be the general talk that everybody was against the lease. I did not know of any one in whom I had confidence in to send the paper to Washington, and this is the reason I went to Holton and saw Mr. Walker, who sent the paper numbered 10325; it was also my intention that the paper interpreted by Samuel Fields and given to Mr. Walker was to have been forwarded to the Department in Washington; it seems it was not, but was given to you by Mr. Walker.

Question. Where were you last summer—when Special Robb was here last summer?

Answer. Was on a trip, traveling in Ohio and Kentucky; was in Cincinnati, Ohio, and Louisville, Ky.

Samuel Field being present, the following questions were asked of and answered by him:

Question. Did you prepare this protest, the one certified and sworn to you?

Answer. Yes.

Question. Where?

Answer. At Wah-quoh-bosh-kuck's house, on the Pottawatomie reserve, in Kansas.

Question. I find the names of 74 persons signed to it. Did you obtain the signatures of each and all of them; and who wrote their names?

Answer. About half of them were present, and those present told me to sign or put down the names of those that were not present, as they had told them that they wanted it done. I wrote all of the names on this paper.

Question. Are you a member of the Pottawatomie tribe of Indians of this reserve?

Answer. I am a Pottawatomie; I call myself one; I am not enrolled with the Prairie band of Pottawatomes. I am a naturalized or citizen Pottawatomie.

I certify that I interpreted the foregoing correctly, and that the same was understood.

ELI G. NADEAU,
Acting Interpreter.

I certify that foregoing was written by me in the presence of all the parties, and that same is correct.

ROBERT S. GARDNER,
United States Indian Inspector.

POTTAWATOMIE AGENCY, November 21, 1884.

[Inclosure. Exhibit No. 3.]

We, chiefs, counsellors, and members of the Pottawatomie tribe of Indians, hereby signify by our names and signatures our opposition and emphatic protest against the continuance of the use and possession of any portion of our reserve under the claim of a lease. That we have never consented to such lease, and here repudiate it.

The following signed with an x mark :

WESH KNOW.
COPPEN HALF DAY.
KOCK ASAW.
MATT SAP TO.
WOR QUA BOSKEC.
PUCK KEE.
PAM OS KAW.
SHE OC PEE.
NAR NEM NEX KUC.
SKIS-KEE.
SHOPTees.
NEWACTOO.
KEE-SUS.
PAM NEC NECK.
TOPENNABE.
KOBACH.
WOR KAW.
QUO-TOOS.
PEE-KOKAS.
CEE CEE TAH.
WEE-QUAS.
WEE CHE WA.
PICK NACK.
AC NAMEE.
SHOP WATUC.
COM MAR PNA.
WEE SKIC KA KUC.
KOO SEE WIFE.
TEE QUA KEET.
MEE YAN KEE.
QUAR QUAR TA.
WOR WORKSOM.
HOP MEE MEE.
PEANISH.
WOQSINNEE.
WAR WOR SUCH.
MIS NON SEE.

SHON NA QUOC.
NAR NARQUABEE.
SEA-TON-COT.
SHOP-PAR-YAN.
ME NAR OS NOW.
MAR SHAW.
NASH KA BEE.
KITCH KAMEE.
JAMES THOMPSON.
WAP SAR GON.
MAN DO CA.
POT TEES.
ME CHE KNOW.
ME-MEE.
OPNAR-GA.
YOB-BA.
MOC SEET.
WEEP KONNEE.
SHOP NEE.
NO SHACOM.
WOP-SKINNEE.
KOCK-KABEET.
SHIP SHEWONO.
NOS-WIN.
SEEC-MACK.
PAM-O-GO.
SHIP-SHEE.
OSHEARS.
SHIGNAGE.
GOWWAS.
ON OX SAW.
NA-SHA-KA-SEE.
WOL NUM.
CHE QUAS.
DICK RICE.
KEE SHKOS.
CHEE-CONO.

STATE OF KANSAS,

County of Jackson:

I, Samuel Field, being duly sworn, on oath depose and says: I am a member of the Pottawatomie tribe of Indians who are occupying the reserve situate in Jackson County, Kansas; that a council was called by the chiefs and counsellors of said tribe, and held on Tuesday, October 21, 1884, and the matter of the occupation of a portion of said reserve under lease was discussed; and it was determined at said council that all who were opposed to said lease should sign, or cause to be signed, a paper signifying their opposition thereto, and the foregoing was agreed upon as a proper statement for the signatures of the members of the tribe, and I explained to each one whose name is above written the exact purport and meaning of said written statement; and each one whose name appears freely and voluntarily signified his indorsement of that statement by requesting me to sign or write his name, and each one did touch the pen to the X appearing against his name, and in this way the signatures and names of all the foregoing Indians were affixed to this paper. And I do solemnly swear that there remains of the male members of said tribe on said reserve but thirty-six members resident and living on said reserve, as near as we have been able to ascertain—and among them are the white men—and a large part of these thirty-six people are neutral and take no side whatever in the matter; that at said council, and at the procuring of said signatures, there were no white men present or allowed to interfere or participate in the matter; that all the names above are of male members of the tribe.

SAMUEL FIELDS.

Subscribed and sworn to before me, this 25th day of October, 1884; and I certify that Samuel Fields is a well-educated Indian and of good repute in his tribe and among the whites.

My commission expires November 30, 1885.

JAMES H. COWELL, *Notary Public.*

[Inclosure. Exhibit No. 4.]

Personally appeared before me Dick Rice, who, being sworn to make true answers to such questions as are hereinafter asked him, upon his oath deposeth and says, as follows, to wit:

Question. What is your age and nationality?

Answer. Am twenty-nine years old, in my thirtieth; am a half-blood Pottawatomie Indian.

Question. Did you sign a protest to the leasing of land to T. J. Anderson & Co., or others, by Pottawatomies?

Answer. No, sir; I did not. I am in favor of the lease.

Question. Did you sign, or authorize any one to sign, by mark X, your name to a certain piece of paper writing signed by Samuel Field, as interpreter, and now shown you, protesting against the lease?

Answer. I neither signed or authorized any one to do so.

Question. Were you at this council of October 21, 1884?

Answer. No, sir; I was not.

Question. Is there any one else on this reserve whose name is Dick Rice, besides yourself?

Answer. No, sir; not to my knowledge.

And furthermore deponent saith not.

RICHARD RICE.

Subscribed and sworn to before me this 20th day of November, 1884, at Pottawatomie Agency, Kans.

ROBERT S. GARDNER,
United States Indian Inspector.

[Inclosure. Exhibit No. 5.]

TOPHKA, KANS., November 12, 1884.

DEAR SIR: J. D. Burr and T. J. Anderson own a stock farm in Jackson County, near the Pottawatomie Diminished Reserve. We found our range being cut off and applied to the Indians for a lease of a small tract of grazing land on south line of the reservation near our ranch. We were informed that they did not desire to lease any land in that portion of the reservation, but that parties in Holton had been trying for years to lease a large tract in northeast corner; that they feared the influence of the Holton party would be used, if once a foothold was secured, to extinguish the Indians' title, but if we wanted the land and would take it on north and east line, as they dictated, they could probably make a lease. After mature consideration we interested J. B. Johnson and Eugene Hagan, of this city, and made the lease, a copy of which you have. This lease was drawn by the Indians, submitted to Hon. John T. Morton, ex-judge of this district, in whom the Indians had confidence, and then duly executed in the presence of all the chiefs and headmen of the tribe. The whole transaction was open, fair, and frank, and we have nothing to conceal. The lease requires us to fence, and we built the best fence in the country; cedar posts, four-barbed wires, with gates and everything complete. The interior line of fence was located by the head chief, so as not to interfere with the Indians' improvements or range for their stock. We propose to act in good faith with the Indians and protect them in any legitimate way. The newspapers of Holton, acting in the interest of the defeated Holton ring, immediately resorted to all sorts of misrepresentations and personal abuse of the lessees. Irresponsible parties were introduced to destroy some 8 miles of the fence. We intend placing our own stock on the land and will build up a large personal property, subject to taxation, in Jackson County, if we are allowed to enjoy peaceful possession. If our property is to be destroyed by vagabonds and thieves, it is because the Holton ring failed to secure the lease, or because the settlers want grazing for their cattle for nothing. The same spirit would poison our cattle and we do not care to take any chances in that direction. There is plenty of grass for the settlers and for us, and they can have what pasture they need at \$1 per head per annum, which ought to satisfy any man who is not a colossal hog. But for the action of the Holton parties, I think we would have no trouble in making such terms with the residents as would secure permanent peace.

Very respectfully, yours,

ROBERT S. GARDNER, Esq.,
United States Indian Inspector.

T. J. ANDERSON & CO.

SILETZ RESERVE, OREGON.

UNITED STATES INDIAN SERVICE,
SILETZ INDIAN AGENCY,
Toledo, Oreg., October 21, 1881.

SIR: I forward your office, for consideration, copy of a letter from one George E. Aiken, of Salem, Oreg., in reference to leasing a tract of land on this reservation for a term of years to pasture stock.

The Indians inhabiting the portion of country of which he speaks are by far the wildest on this reserve, and most difficult to bring into subjection; all the murders that have been committed of late years on this tract of country—three in number—took place up there. While the distance in direct line from the agency is but 15 miles, by river, as well as around the coast, it is some more than 50. Judging the future by the past and present, I am of the opinion that the bringing of white men and these Indians together, and especially in that portion of country, would be ill-advised and dangerous. I doubt not that differences would arise, and evil results follow. Therefore I would recommend a non-compliance with the wish of the applicant. However, I await your pleasure in the matter.

Very respectfully,

E. A. SWAN,
United States Indian Agent.

Hon. HIRAM PRICE,
*Commissioner Indian Affairs,
Washington, D. C.*

[Inclosure.]

SALEM, OREG., September 24, 1881.

DEAR SIR: I wish to make application for a lease of a tract of pasture land on your reservation south of the mouth of Salmon River, on the coast, for a term of years—eight, ten, or fifteen years. Gen. John F. Miller informs me that it is capable of carrying two thousand head of sheep; that at present there is no stock on the land, and that you are not receiving any revenue from it; that it is shut off from the agency by high mountains. It would unquestionably be an advantage to you to have a responsible man that would act with you and look after the few scattering Indians on that part of the reservation, even if you did not take into consideration the amount of rent received.

I am willing to pay a reasonable consideration, and promise to put a man in there that would abide by the rules and work to the best interests of the Indians.

In regard to myself, I can furnish you any number of references, if required. For convenience, I would respectfully refer you to Mr. M. G. Royal, who has known me a number of years. Hoping to receive an early and favorable reply,

I am, very respectfully,

GEO. E. AIKEN.

Hon. E. A. SWAN,
Agent Siletz Reservation, Siletz Agency, Oregon.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
November 11, 1881.

SIR: I am in receipt of your letter of the 21st ultimo, inclosing a copy of a letter from one George E. Aiken, of Salem, Oreg., dated the 24th September last, in reference to leasing a tract of land on the Siletz Reservation for a term of years to pasture stock.

In forwarding the application you express the opinion that the bringing of white men and the Indians of that particular locality (who are exceptionally wild) together would be ill-advised and dangerous, and that differences would surely arise and evil results follow, and you recommend a non-compliance with the applicant's wishes.

I entirely concur in your views, and the application will therefore be refused.

Very respectfully,

H. PRICE,
Commissioner.

E. A. SWAN, Esq.,
United States Indian Agent, Siletz Agency, Oregon.

WASHINGTON, D. C., December 2, 1881.

SIR: I understand a lease to G. E. Aiken, a merchant of Salem, Oreg., was made some time ago by Mr. Swan, Indian agent at Siletz Agency, Oregon, of a small unused and unoccupied portion of said agency reservation; that such lease was some time recently forwarded to you for approval. I desire, on behalf of Mr. Aiken, to inquire whether the same has been approved, and if so, when; and if not, I respectfully ask the present status of the same.

Please address me, care Ebbitt House, Washington, D. C.

Respectfully,

JOHN H. MITCHELL.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
December 6, 1881.

SIR: In reply to your letter of inquiry of the 2d instant, relative to the approval of a lease of a portion of the Siletz Reserve, alleged to have been made by Agent Swan to one G. E. Aiken, of Salem, Oreg., I have to say that on the 21st October last Agent Swan submitted to this office an application from Mr. Aiken to lease a tract of land upon said reservation for a term of years for the purpose of pasturing stock.

In forwarding the application the agent expressly states that in his opinion the bringing of white men and Indians of the particular locality in which the lands were situated together, would be ill-advised and dangerous; that differences would surely arise, and evil results follow, and for these reasons he advised against granting the application.

In these views this office concurred, and the agent was, by letter of the 11th ultimo, instructed that Mr. Aiken's application should be refused.

I scarcely think it possible that the facts relative to the granting of any such lease have been correctly represented to you.

Very respectfully,

H. PRICE,
Commissioner.

Hon. JOHN H. MITCHELL,
Ebbitt House, Washington, D. C.

UNITED STATES INDIAN SERVICE,
Siletz Indian Agency, March 5, 1884.

SIR: There is a piece of tide land, in area about 200 or 250 acres, so separated from the rest of the tide land by a slough that a fence is not needed to keep cattle on that piece. This land is not used at all; scarcely a hoof of stock runs on it all the year round. A man, by name John Crowley, lives just across the river off the reserve, has a band of cattle, and wishes to hire this piece of land spoken of above, and offers me \$50 a year for three years, and will go into bonds to keep his cattle on that particular spot and pay the money therefor. Now, I said to these Indians, I will make you this proposition: If you give your consent, and the Government consents, I will rent this piece of land and the proceeds I will buy seed grain, seed potatoes, and garden seeds with it for you; not for the whole agency, but for this people alone.

At the mouth of the Siletz and Salmon River these Indians voted for it every man. They held a council over it first. I assured them that if this thing was done I would see that they were not defrauded.

Now, I recommend that this piece of land be rented and the proceeds be used for the purpose above named, and for nothing else. That people need seed potatoes, seed grain, and garden seeds, and I know of no way to get them except this.

If the land is rented not one cent of the money should go for any other purpose.

I would ask your early attention to this matter, and ask that I be allowed to rent this land and use the proceeds for the purpose stated above, and for no other.

Very respectfully,

F. M. WADSWORTH,
United States Indian Agent,

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

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
March 29, 1884.

SIR: In reply to your letter of the 5th instant, asking authority to lease for a term of three years a piece of tide land—about 250 acres—on the Siletz Reservation to one John Crowley for pasturage purposes, you are advised that the whole subject of renting unoccupied Indian lands for such purposes has been referred by the Department to Congress, and that pending such reference this office deems it inexpedient to take any steps calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

F. M. WADSWORTH, ESQ.,
United States Indian Agent, Siletz Agency,
Toledo, Benton County, Oregon.

Hindmarsh.]

SIOUX RESERVE, DAKOTA.

BUFFALO, N. Y., May 13, 1882.

DEAR SIR: Will you please inform me if you have granted leave to ranchmen to graze their bands west of Missouri River on the Sioux Indian Reservation by their paying 10 cents per head per year; and, if so, do you fix any boundary limit for such grazing?

I have just invested largely in young cattle in Minnesota, in company with others, and will soon drive the herd to *Dakota*. We wish to secure a permanent location, where we are not likely to be disturbed for the next *ten* years. Can you point us to such a location, and can we remain there by paying yearly for grazing?

Is the recent order for removal of white men who have married into the Indian tribes to apply to the whole of this reservation, or only to the vicinity of the agencies; if so, the limit?

Will you please state the northern and western boundaries of this Sioux Reservation west of the Missouri River, or be so kind as to send me a map showing such lines?

We start in with 2,000 head.

My reference, Hon. Charles G. Hammond, Chicago, Ill.

Very respectfully, yours,

HENRY H. HALE.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
May 25, 1882.

SIR: Replying to the inquiries contained in your letter of the 13th instant, I have to say:

1. That no authority has been granted by this office to ranchmen to graze cattle on the Sioux Indian Reservation west of the Missouri River, neither is any such arrangement contemplated.

2. A recent order from this Department has, for sufficient reasons, directed the removal of all squaw-men (i. e., white men who have married into Indian tribes) from the Standing Rock Agency, and prohibits their settlement at any of the other agencies or within the Sioux Reserve. Under existing laws all white men, except such as are especially authorized by the Government, are forbidden to enter or settle upon Indian reservations under penalty of removal and prosecution as trespassers.

3. The northern and western boundaries of the Sioux Reservation are defined as follows, viz:

West boundary, from the south boundary of the Territory of Dakota, north on 103d meridian west of Greenwich, to South Fork of Cheyenne River, down the same to junction with North Fork of Cheyenne River, up the same North Fork to intersection with 103d meridian west of Greenwich, thence north along 103d meridian to intersection with Cannon Ball River (South Fork), thence *north boundary*, along Cannon Ball

River to junction with Missouri River. I would send you a map, but both this office and the General Land Office are entirely out of copies.

4. I am not sufficiently acquainted with Dakota to be able to point you to any location for grazing purposes.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

HENRY H. HALE, Esq.,
Buffalo, N. Y.

UNITED STATES INDIAN SERVICE, PINE RIDGE AGENCY, DAKOTA,
May 21, 1882.

SIR: I have the honor to inform you that the leading chiefs, headmen, and Indians of this agency held a general council on Tuesday, May 2, and requested me, as agent, to inform your office on the following points:

That they have been informed that some of the people of the Black Hills wish to make arrangements to graze cattle on a portion of the reserve, and that the same, for various reasons, does not meet with their approval.

That when the matter can be arranged they would like more stock cattle.

* * * * *
Very respectfully,

V. T. MCGILLICUDDY,
United States Indian Agent.

Hon. H. PRICE,
Commissioner of Indian Affairs.

UINTAH RESERVE, UTAH.

SALT LAKE CITY, July 28, 1883.

SIR: I desire your opinion on the following subject:

1st. I wish to enter into agreement with the Uintah Indians for a term of ten to twenty years, securing their consent with written agreement for exclusive right and privilege to turn from 5,000 to 20,000 head of cattle on their reservation, and graze thereon summer and winter for a specified sum per head, as may be now agreed upon between myself and the Indians themselves.

2d. Can the Indians enter into such an agreement, *if they so desire*, that would be valid and secure to me thereafter, without any probability of the Department requesting the stock removed before the expiration of the time specified in the agreement, that my cattle may remain, provided I make faithful payments annually under agreement for the number grazed thereon?

3d. Shall such cash payments be made direct to the Indians or to the agent?

4th. After a council by the Indians and they agree to enter into such an agreement as above by causing their proper representatives to sign the same, is it necessary that such agreement shall be forwarded to your Department for ratification?

5th. If so, does the Department require bonds for the faithful payment annually under the agreement entered into?

I desire all information you can give as to this subject-matter. It being understood that the Indians will enter into such an agreement, first, for the money it would derive, second, that there is ample territory for said cattle both summer and winter without encroaching upon their wants for their own horses, cattle, &c., else they would not entertain such a proposition.

This agreement is to be with the Uintahs and White River Indians at Uintah Agency, and not the Colorado Indians east of Green River, and the cattle to run west of the Uintah Agency, 60 miles, to the western line of the reservation.

Please reply at your earliest convenience as fully as you may, and oblige,

Yours, truly,

JOHN N. WHITNEY.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
October 5, 1883.

SIR: Referring to your letter of the 25th April last, to Mr. E. Fenlon, wherein it is stated that it is not the present policy of the Department to affirmatively recognize any agreements or leases entered into by the Indians in relation to grazing lands in the Indian Territory, but that no objection exists to allowing the Indians to grant permission to parties desiring to graze cattle on their reservations 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. I have the honor to inquire whether the views expressed in said letter are to be taken as applicable to Indian reservations outside of the Indian Territory where the lands are held in common under the ordinary occupancy title.

My inquiry is prompted by the fact that applications have been presented to this office by parties desiring to lease large tracts of land, on Western Indian reservations, for terms of years for grazing purposes, notably that of one John N. Whitney (herewith inclosed), desiring to enter into an agreement with the Uintah and White River Indians at Uintah Agency, Utah, for the exclusive right and privilege of pasturing from 5,000 to 20,000 head of cattle on that part of the Uintah Reserve which lies west of the agency, extending 60 miles to the western line of the Uintah Reservation, for a term of from ten to twenty years, at a specified sum per head to be agreed upon between the Indians and himself.

Other instances of similar applications to this office can be given, but the above will serve as a fair illustration.

As your letter to Mr. Fenlon refers specifically to the Indian Territory I do not feel warranted in putting a broader construction upon it without your authority.

As a matter of fact it may be stated that for a long time past limited grazing privileges on some of the Western reservations, where there is a great surplus of land unoccupied by the Indians and available only for grazing purposes, have been sanctioned by the Department, but the matter seems now to have assumed more formidable proportions both as to area of land required by individual stock owners, and period for which such lands are desired, and it would appear desirable that some definite and harmonious rule should be adopted.

Under section 2116, Revised Statutes, Indian nations or tribes are prohibited from making any grant, lease, or other conveyance of lands, or of any title or claim thereto, except under authority of the United States. This would appear to effectually preclude any agreement by individuals with tribal authorities in respect of lands looking to an extended term of years—in effect a lease.

Should it be decided that the Fenlon letter applies to reservations outside the Indian Territory, I respectfully ask that this office be favored with an expression of the views of the Department as to the propriety of sanctioning exclusive grazing privileges to one individual over such a large tract of country as that applied for by Mr. Whitney on the Uintah Reserve.

The return of Mr. Whitney's letter to the files of this office is respectfully requested.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

[Indorsement.]

DEPARTMENT OF THE INTERIOR,
Office of the Secretary, November 5, 1883.

I said very plainly in the letter to Mr. Fenlon that the Department would do nothing to recognize such lease in the Indian Territory; much less can it be done in other sections.

I shall refer the matter of leasing lands to Congress and await its action. I do not think that any leasing privileges should be given on the Uintah, Ouray, or Southern Ute Reservations even if an act of Congress authorizes it.

These reservations are required for the Indians themselves if they are to become stock raisers, for the range is rather limited. Notify Whitney that he must not put his stock on that range.

H. M. TELLEK,
Secretary.

UNITED STATES INDIAN SERVICE,
 UINTAH VALLEY AGENCY,
Utah, September 26, 1883.

SIR: Numerous applications have been made to me for leases of distant and unoccupied parts of this reservation.

This would certainly be a source of revenue to the Indians, but once allow whites and especially Mormons to lease any part of this reserve, it would be difficult to move them off. It does not seem to me advisable to grant any leases, but I would respectfully refer the matter to you and ask to be advised in the premises.

ELISHA W. DAVIS,
United States Indian Agent.

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

[Indorsements.]

No leases should be made.

H. M. TELLER.

DEPARTMENT OF THE INTERIOR,
October 8, 1883.

Respectfully referred to the Commissioner of Indian Affairs, inviting attention to indorsement of the Secretary.

GEORGE M. LOCKWOOD,
Chief Clerk.

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

SIR: Your letter of the 26th ultimo, asking for instructions in the matter of numerous applications made to you for leases of distant and unoccupied lands of the Uintah Reservation, has been referred to this office by the honorable Secretary of the Interior with his indorsement thereon that "no leases should be made."

Very respectfully,

H. PRICE,
Commissioner.

ELISHA W. DAVIS, Esq.,
United States Indian Agent, Uintah Valley Agency, Utah.

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

SIR: Your letter of the 28th July last, addressed to the honorable Secretary of the Interior, in which you express a desire to enter into an agreement with the Uintah and White River Indians, at the Uintah Agency, Utah, for the exclusive right and privilege of pasturing from 5,000 to 20,000 head of cattle on that part of the Uintah Reserve which lies west of the agency, extending 60 miles to the western line of the Uintah Reservation, for a term of from ten to twenty years, at a specified sum per head, to be agreed upon between the Indians and yourself, and inquire whether such an arrangement will receive the sanction of this Department, has been referred to this office.

In reply, I have to inform you that the honorable Secretary has decided in previous applications of a similar nature that it is not the present policy of the Department to affirmatively recognize any agreements or leases of the character mentioned.

I am further instructed by the honorable Secretary in this particular instance to state that all the reservations set apart for the several tribes of Ute Indians are required for their individual use, with a view to their becoming stock-raisers, and to caution you against placing any cattle thereon.

Very respectfully,

H. PRICE,
Commissioner.

JOHN N. WHITNEY, Esq.,
Clift House, Salt Lake City, Utah Territory.

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

SIR: For your information I inclose herewith a copy of a letter addressed from this office to John A. Whitney, esq., in reply to one written by him to the honorable Secretary relative to grazing privileges which he seeks to obtain on the Uintah Reserve.

In view of the honorable Secretary's conclusions, that all the reservations set apart for the Utes will be required for their individual use, with a view to their becoming stock raisers, you are directed to see that no outsiders are permitted to pasture cattle upon the reservation lands of your agency.

Very respectfully,

H. PRICE,
Commissioner.

ELISHA W. DAVIS, Esq.,
United States Indian Agent, Uintah Valley Agency, Utah.

SOUTHERN UTE RESERVE, COLORADO.

UNITED STATES INDIAN SERVICE,
SOUTHERN UTE AGENCY,
Ignacio, Colo., December 1, 1883.

SIR: I have the honor to report that, in addition to attending to the regular business of the agency during the past month, I finished taking testimony in the claim of J. H. Alderson for depredations alleged to have been committed by Ute Indians in 1881, of which I made special report on the 24th ultimo. I have purchased and issued to the Indians at their agency fifty-five (55) bucks, under authority contained in your letter, dated September 20. In view of the facts stated in my letter of the 10th ultimo, in which I informed you that the Indians were killing their sheep for subsistence, I did not consider it necessary to purchase the 200 bucks, as authorized by your letter before referred to. I would respectfully inform you that on the 14th ultimo the Indians in council assembled decided to lease a portion of their reservation to Mr. Edward Wheeler, of Fort Lewis, Colo., for grazing purposes. A lease was executed in triplicate, one copy retained in this office, and two copies given to Mr. Wheeler, one copy to be given to the honorable Commissioner of Indian Affairs, and the other retained by him. This lease was made subject to the approval of the honorable Commissioner of Indian Affairs and the honorable Secretary of the Interior. I consider the approval of the lease would be of good benefit to the Indians, as they would then be receiving a revenue for which they are now receiving nothing.

The employes have been engaged in their regular routine of duty.

Very respectfully,

WARREN PATTEN,
United States Indian Agent.

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

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

SIR: In reply to your letter of the 18th instant (monthly report for November), referring to a lease recently granted by the Indians of your agency of a portion of their reservation to Mr. Edward Wheeler, of Fort Lewis, Colo., for grazing purposes, subject to the approval of this office and of the Department, I beg to call your attention to the following indorsement of the honorable Secretary upon office report accompanying an application recently made by one John N. Whitney for a lease of a portion of the Uintah reserve for similar purposes:

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
November 5, 1883.

I said very plainly in the letter to Fenlon that the Department would do nothing to recognize such lease in the Indian Territory, much less can it be done in other sections. I shall refer the matter of leasing lands to Congress, and await its action. I

do not think any leasing privileges should be given on the Unitah, Ouray, or *Southern Ute* reservations, even if an act of Congress authorized it.

These reservations are required for the use of the Indians thereon, if they are to become stock raisers, for the range is rather limited. Notify Whitney that he must not put his stock on that reservation.

H. M. TELLER,
Secretary.

In view of the above the lease in question will not be approved by the Department, and you will so notify Mr. Wheeler, and if he has already entered into possession, require him to remove his cattle forthwith from the reservation, conforming your action in all similar cases to the views of the honorable Secretary.

You will report your further action in the matter to this office.

Very respectfully,

H. PRICE,
Commissioner.

WARREN PATEN, Esq.,
*United States Indian Agent,
Southern Ute Agency, Ignacio, Colo.*

LUMMI RESERVE, WASHINGTON TERRITORY.

AURORA, ILL., *January 26, 1884.*

SIR: I am in treaty with the Lummi band or tribe of Indians (Washington Territory) for a lease for twenty years for about 1,000 acres of the northeast corner of their reservation. I own the land adjoining this reservation upon the east, the other boundary lines being upon Bellingham Bay, Hale's Passage, and the Gulf of Georgia, except the northern line, which is a township line. The reservation altogether contains between 12,000 and 13,000 acres.

This east boundary of the reservation is wholly an artificial one, a section between Secs. 5 and 6 and 7 and 8, T. 38, R. 2 E. Near the south line of my lands in section 8 a creek or slough, large enough for the passage of the largest size of row-boats and canoes, extends nearly northwest between the channels of the Nootsack River, emptying respectively into Bellingham Bay and the Gulf of Georgia, the latter of which was the only channel of the river until about 35 years ago, as the Indian account is, when a jam in the old channel forced a passage through hard land into Bellingham Bay, forming what is now the main navigable channel of the river. The lands sought to be leased of the Indians are northeast of this creek, or slough, and if surveyed would be contained within Secs. 6 and 7, T. 38, R. 2 E., and Sec. 1, T. 38, R. 1 E.

They are mainly swamp lands, overflowed from 12 to 30 inches in June and December of each year (except small portions), and are of no use to the Indians, and can be made of none except by an elaborate and expensive system of diking and drainage of a district which will cover nearly all of the northeastern portion of the island, called in the treaty Chah-choo-sen, in which my lands mentioned above are also situated.

The higher portions of this part of the island, possibly I should term it the northern island of the two (three?) islands making up Chah-choo-sen on the northerly parts of it, and the part of it near the branch emptying into Bellingham Bay. It will be seen that while the northern and eastern lines of the reservation are wholly artificial, the 1,000 acres proposed to be leased is wholly separated by a natural boundary from the remainder and main bulk of the reservation. Within the limits of this 1,000 acres, however, allotments have been made (though not confirmed) to three to five Indians, who have homes there, upon what may be termed islands in the swamp. The remainder of the tribe live upon the higher land south of the creek or slough, where they have over 11,000 acres. It will be seen that for the purposes of improvement the lands are interdependent; not only must the dikes surround the entire district, but the ditches must be dug from one part through the other in order to secure drainage. If improved upon a comprehensive and intelligent plan the lands will be made very valuable and productive, well rewarding the labor and capital invested.

I have proposed to the tribe to lease of them for twenty years the portion of the island northeast of this creek or slough, at a rental of fifty cents an acre annually, payable in advance; allowing, however, the three to five Indians having homes on these islands in the swamp to retain with them from 10 to 15 acres (or as much as they may desire) around them as they may select when the survey shall be made, with proper ways from each reserved tract to the main body of the reservation and the

channels of the river, to be selected by themselves under the approval of the Indian agent.

I am to covenant in the lease to dike thoroughly the entire district so as to prevent the overflow of the June freshet and control it during the December ones (by means of which the fertility of the land will be perpetually renewed) within three years, and within six years clear, ditch, drain, and put in good farmer-like condition the leased lands, and build a fence between them and the other lands in the drainage district, and these improvements maintain and keep in thorough repair until the termination of the lease. A failure to pay rent or perform the other covenants as to improvements promptly, at the option of the Bureau of Indian Affairs, to work a forfeiture of the lease. I am ready also to give any reasonable amount of security, should it be exacted.

While it is fair to assume that I expect the proposed lease will prove remunerative to myself, though only by the investment of a considerable amount of capital, it will prove a great advantage to the Indians.

1. They now get nothing and can make nothing from the lands proposed to be leased, which are treaty lands.

2. With the lands improved as I propose, the one thousand acres will be worth yearly, after the expiration of the lease, enough to support the tribe.

Besides, I am convinced from the experience I have had there and near there the last year that these Indians are not only able, but willing, to perform good labor. The improvement of a 2,500-acre farm there will give them an opportunity, and one better suited to them, than the odd jobs in the new bustling and growing city seven miles away.

The permanent improvements to which this lease, if effected, will render absolutely necessary seems to be inhibited by the words of the letter of the Acting Secretary of August 11, 1883. I respectfully ask that the ruling of the Department may be modified so as to permit the proposed lease.

Very respectfully, &c.,

EUGENE CANFIELD.

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

[Indorsement.]

Referred to the Commissioner of Indian Affairs.

H. M. TELLER, *Secretary.*

JANUARY 29, 1884.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
February 4, 1884.

SIR: I am in receipt, by reference to the honorable Secretary of the Interior, of your letter to him, of the 26th ultimo, asking that the ruling of the Department in regard to leases of lands by Indian tribes, as expressed in a letter of the honorable Acting Secretary, dated August 11, 1883, referred to by you, be so modified as to permit of your entering into a lease with the Lummi tribe, or band, of Indians, of Washington Territory, for a term of twenty years, of about 1,000 acres of their reservation lands, upon which you contemplate putting certain permanent improvements.

In reply I have to say that since the date of the Acting Secretary's letter the general subject has been referred by the honorable Secretary to Congress, in his annual report accompanying the President's message, with the recommendation that Congress should provide some system by which unoccupied Indian lands can be leased by the tribes or the Department for the benefit of such tribes.

Until some action is had by Congress in the matter, it is safe to say that there will be no change in the present policy of the Department.

I will add that under section 2116 of the Revised Statutes of the United States Indian nations and tribes are prohibited from making any grant, lease, or other conveyance of lands, except by treaty or convention entered into pursuant to the Constitution.

Very respectfully,

H. PRICE,
Commissioner.

EUGENE CANFIELD, Esq.,
Aurora, Ill.

OLD WINNEBAGO RESERVE, DAKOTA.

WASHINGTON, D. C.,
January 21, 1884.

SIR: Will you have the kindness to inform me whether private parties can secure the privilege of pasturing cattle upon the Winnebago Indian Reservation, lying in Hughes and Hyde Counties, Dakota Territory, either for herding at large or on certain defined portions of the same, and if so, what steps are necessary, in order to obtain such privilege?

Very respectfully,

F. G. COLDREN.

Hon. COMMISSIONER GENERAL LAND OFFICE,
City.

[Indorsement.]

GENERAL LAND OFFICE,
January 18, 1884.

Respectfully referred to the honorable Commissioner of Indian Affairs.

N. C. MCFARLAND,
Commissioner.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
February 13, 1884.

SIR: I am in receipt by reference from the Commissioner of the General Land Office of your letter of the 21st ult., inquiring whether private parties can secure the privilege of pasturing cattle on the Winnebago Indian Reservation in Hughes and Hand Counties, Dakota Territory, either for herding at large or on certain defined portions of the same, and if so, what steps are necessary in order to obtain such privilege.

In reply, I have to say that the subject of leasing unoccupied Indian lands to citizens of the United States for grazing purposes was referred by the honorable Secretary of the Interior to Congress in his last annual report, accompanying the President's message, with the recommendation that some system be provided by which the unoccupied lands can be leased by the tribes interested, or by the Department for the benefit of such tribes.

Pending such reference, this office deems it inadvisable to take any steps calculated to embarrass the action of Congress in the matter.

Very respectfully,

H. PRICE,
Commissioner.

F. G. COLDREN,
322 Second Street S. E., City.

JICARILLA APACHE RESERVE, NEW MEXICO.

DEL NORTE, COLO., May 8, 1884.

DEAR SIR: If consistent with the practice of your Department, I would like to obtain a lease of the Jicarilla Apache Indian Reservation, in Rio Arriba County, New Mexico, for grazing purposes only. As it is probable that this reservation may be opened for settlement at any time, I should expect a lease, if made, to provide for its termination whenever the reservation is restored to the public domain. I should not expect the lease to confer any privileges except such as are essential to its use for grazing purposes only.

This reservation is unoccupied and unproductive, and it seems to me that while it remains in its present condition it might be used for the purpose heretofore mentioned with advantage both to the Government and the lessee.

I should be pleased to learn the views of the Department with reference to leasing the reservation for grazing purposes until such time as it may be otherwise disposed of.

I am, very respectfully,

HENRY FOOTE.

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

S. Ex. 17—14

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 21, 1884.

SIR: I am in receipt, by Department reference, of your communication dated May 8, 1884, in which you state that you would like to obtain a lease of Jicarilla Apache Indian Reservation in New Mexico, for grazing purposes, said lease to terminate whenever the reservation is restored to the public domain.

In reply I have to inform you that by Executive order dated May 14, 1884, the said reservation was restored to the public domain.

Very respectfully,

H. PRICE,
Commissioner.

HENRY FOOTE, Esq., *Del Norte, Colo.*

WIND RIVER RESERVE, WYOMING.

UNITED STATES INDIAN SERVICE,
Shoshone Agency, April 11, 1884.

SIR: Soon after taking charge of this agency I caused to be sent a notice to every man living upon or running cattle on the reservation to report to me at once, either in person or by letter, the time at which they located on the reservation, and the number of cattle they own running at large on the same.

The information gained I now report to the Department, and await its action in the matter:

William Jones: Bought out a squatter named Trimble since the setting aside of the reservation. He is contract butcher at Fort Washakie. He has 23 acres under fence, mostly broken. Has running on the range about one hundred and fifty head of cattle. Is a married man with five children. I believe him to be a good citizen.

William Evans: Settled here in the spring of 1863, prior to setting aside the reservation. Has 75 acres under fence, 60 acres broken. Has about fifty head of cattle on range. Values his real estate at \$4,000.

Nelson Larnall: Has 80 acres under fence, about 50 broken. Bought right from Doty in 1880. Is interpreter at fort. Values property at \$2,000.

James Rogers: Located in 1867. Has under fence 90 acres, 60 acres broken. Has about two hundred head of cattle. Is a good old citizen, and has Washakie's permission to run his cattle. Value, \$5,000.

Charles Losell, Frenchman: Has lived fifty-one years in these mountains; came when he was fourteen years old; has Indian wife; two unmarried children; several married. Has about two hundred head of cattle and thirty head of horses. His son bought out a squatter named Lamereaux, adjoining place. Gave twelve cows and calves purchase-money. I am afraid bad men use the old man's place for a retreat—more sinned against than sinning.

William O'Neill: Came on in 1875; 80 acres meadow under fence; 600 head; married half-breed Shoshone.

J. D. Woodruff: Caught on the reservation by snow last fall with 6,000 sheep; has paid the Indians, and they are satisfied with him. I have told him to move as soon as possible. He would like to stay and pay for privilege.

John Lee: Cabin on Upper Wind River; cattle came on reservation in winter; runs about 700 head, and is willing to pay per head for grazing.

Boyd & Stephenson: Is on the northwest corner of reservation by permission of Washakie; is willing to pay per head.

Speed Stajner: Is on the northeast corner of reservation; came on in 1878; wife is half-breed; has fenced 80 acres meadow; has over 500 head; is friendly with the Indians.

James Irvin: Has 2,000 sheep. They winter on the reservation, but I believe at present are not on it.

Robert Bragg: Is herding sheep on shares with or for a man named Amoratti, a man of means in London; has about 2,000 in band.

Philip Vidau: Ranges on Upper Wind River; most of time not on reservation, but in winters the cattle come down to the bottom land on the river; has permission from Washakie; has about 70 head cattle and 60 horses.

Some others have been on the reservation, but I believe the above list covers the present squatters.

The subject-matter is now before you, and I await your decision. It is a hard matter to determine just what ought to be done. Some of the early settlers may have some right; the others none.

All of which I respectfully submit.

S. R. MARTIN,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE INDIAN AFFAIRS,
May 15, 1884.

SIR: I have received your letter of the 11th ultimo, wherein you submit a list of settlers, squatters, and cattle-rangers on the Wind River Reservation, and ask what action shall be taken with regard to them.

In reply I inclose herewith a copy of House bill No. 1712, introduced at the present session of Congress, "for the relief of certain settlers in the Wind River Valley, Wyoming Territory;" also a copy of a report made by this office thereon to Congress on the 7th February last, in which reference is had to an estimate submitted by late Agent Irwin, February 12, 1876, of the value of the improvements made by nine settlers therein named, including William Evans, James Rogers, and William Jones, severally mentioned in your letter, prior to the ratification of the treaty with the Shoshones and Bannacks, of July 3, 1863 (15 Stat., 673).

These claims were favorably reported upon by this office May 2, 1876.

Subsequently, May 21, 1880, the claim of William Jones, \$500, was disapproved by this office on the ground that his settlement and improvements appeared to have been made subsequent to the ratification of the treaty. This action, you will perceive, was substantially confirmed by this office, in its report on the present bill, by a recommendation that the amount thereby provided to be paid should be reduced to \$9,371.50.

No definite action has as yet been taken by Congress on the bill.

Pending such action, however, I think that William Evans and James Rogers, although having no legal claim against the Government by reason of having made their improvements on unsurveyed lands, may be permitted to remain, temporarily, during good behavior, with consent of the Indians and subject to your approval, with the understanding, however, that they shall make no further improvements, and hold themselves in readiness to move off the reserve as soon as their claims have been adjusted by Congress.

William Jones, contract butcher at Fort Washakie, bought out squatter right since the reservation was set aside; has 23 acres under fence, mostly broken; ranges about 150 head of cattle; married man, with 5 children; believed to be a good citizen. This man, for reasons above stated, appears to have no legal claim on the Government, but considering his occupation, may also be permitted to remain temporarily with the Indians' consent. He should, however, be required to compensate the Indians for the privilege of grazing, and be cautioned against making further improvements. Let him understand that he is only on the reservation by sufferance.

Nelson Yarnall, interpreter at post. Bought right from Doty in 1880; has 60 acres under fence, about 50 broken; values property at \$2,000. See remarks in case of William Jones.

Charles Sorell, William O. Neill, Speed Stagner, all reported to have Indian wives, and to have made more or less improvements in the way of fencing, &c. If these men are recognized by the tribe into which they have married, and their presence is not objectionable to the Indians, I do not think they should be disturbed, so long as they behave themselves and have a proper care for their wives and families. If you know of any reason to the contrary you will advise this office.

J. D. Woodruff, John Lee, Boyd and Stephenson, James Irvin, Robert Bragg, Philip Vedace, all reported to be grazing cattle on the reserve.

The views of the Department upon the grazing question are substantially as follows:

Whilst the Department recognizes the right of the Indians in their tribal capacity to allow temporary grazing privileges under the provisions of section 2117, Revised Statutes, it does not recognize their right to *lease* the lands or create any encumbrance thereon, or in any manner give to parties rights that will exist after the lands cease to be a part of the Indian reservation.

If the Indians of their own motion choose to allow stockmen to pasture cattle on the reservation, paying therefor a fair sum, they have the right to do so under the statute. Such privileges can only be recognized, however, 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. No permanent improvements can be put up by the stockmen, and they must be held to a rigid observance of the intercourse laws and regulations of the Department touching the introduction of liquor, fire-arms, ammunition, &c. Under no circumstances should the agent initiate any movement looking to the granting of grazing privileges; all that he should do is to look after the interests of the Indians to see that they are not cheated or imposed upon. Of course all who are not willing to pay the Indians a fair price for the privilege of grazing should be removed from the reservation.

Very respectfully,

E. L. STEVENS,
Acting Commissioner.

S. R. MARTIN, Esq.,
United States Indian Agent, Shoshone Agency, Wyoming.

UNITED STATES INDIAN SERVICE,
Shoshone Agency, May 29, 1884.

SIR: The following is a copy of letter I have written and sent to every one running cattle or sheep on this reservation, trusting it will meet with your approval:

"SIR: Below you will find the views of the Department upon the grazing question; also, the schedule of prices for grazing privilege adopted by me for the reservation.

"In coming at a proper compensation I have consulted most, if not all, enjoying the advantages of this reservation, and believe the prices per head fixed upon is just and fair, both to the cattlemen and Indians, viz:

"All cattle dropped prior to October 1 must be counted on the following spring round-up, and the number of the herd so constituted must be returned to the office of this agency on or before June 30 of each year. Every herd so counted and returned shall pay to a fund for the benefit of the Indians the sum of 20 cents per head.

"All sheep dropped prior to January 1 shall be counted and a return made to the office of this agency on or before June 30 of each year of the number of sheep in band so constituted, and for every sheep so counted and returned a charge of 5 cents per head will be made, to be paid into a fund for the benefit of the Indians.

"Any one making an intentional false return of the number of cattle or sheep he is running on this reservation, or neglect to make the proper return on or before the 30th day of June, will be considered to have forfeited all right to remain, and prompt measures will be taken to see that his herd or band be driven off this reservation.

"As every one who pays for the privilege is interested in seeing that the men who do not pay do not consume the grass, I trust all interested will give me their assistance in enforcing this order.

"The views of the Department are as follows: 'The Indians may allow temporary grazing privilege—they have no right to lease the lands or in any manner give parties rights that will exist after the lands cease to be a part of the Indian reservation. No permanent improvements can be put up by the stockmen and they will be held to a rigid observance of the intercourse laws and regulations touching the introduction of liquor, fire arms, ammunition, &c.

"All who are not willing to pay the Indians a fair price for the privilege of grazing must be removed from the reservation."

Very respectfully,

S. R. MARTIN,
United States Indian Agent.

To Hon. COMMISSIONER OF INDIAN AFFAIRS.

LANDER, WYO., June 27, 1884.

SIR: The stockmen of Fremont County would respectfully represent that the tax imposed on them by the Department of Interior will work a great hardship as the sum of 25 cents per head is demanded from them by the agent at the Shoshone Agency for all cattle, horses 50 cents, or sheep 5 cents, that may stray upon the said reservation or by any means be found on said reservation; and the stock growers of Fremont County do hereby protest against the payment of said tax so levied by the agent in behalf of the tribes located thereon, unless said Indians shall be confined to their reservation and not allowed to roam over the body of the county of Fremont, killing and destroying the game in violation of law, and passing through farms and inclosures to the injury of the owners of ranches, and to the annoyance of all settlers. While the Shoshone and Arapaho tribes are required to transport their own supplies from the N. P. R. R. to their agency along the main thoroughfares there is no excuse for 100 or more male Indians of said tribes, saying nothing of women and children, who are at this time hunting south of the south line of their reservation.

In view of these facts, we appeal to you for such relief as the Government of the United States, through its representatives, can give in such cases. A double tax, one paid to the Indians, another to the county, will be detrimental to the interests of stockmen generally. We do not intend this grievance to apply in any way to parties residing on the Shoshone Reservation; it only covers the case of those living adjacent to the said reservation.

In behalf of the people, I am, very respectfully, yours,

BENJ. F. LOWE,
Sheriff.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., July 18, 1884.

SIR: I inclose herewith a copy of a letter received from the sheriff of Fremont County, dated the 27th ultimo, protesting against the tax imposed upon all cattle, horses, &c., straying upon the reservation, unless the Indians shall be restrained from roaming over Fremont County, killing game and trespassing upon the property of settlers.

An early report from you on the subject is desired, and measures should be promptly taken to confine the Indians to their reservat

Very respectfully,

H. PRICE,
Commissioner.

S. R. MARTIN, ESQ.,
United States Indian Agent, Shoshone Agency, Wyo.

UNITED STATES INDIAN SERVICE,
Shoshone Agency, July 29, 1884.

DEAR SIR: Yours Land 12420, '84, with inclosures, received, and I hasten to answer.

I have seen Mr. Benjamin Frank Lowe, sheriff of Fremont County, and have asked him to give me the names of the stockmen he assumed to represent, and who were objecting to the tax I had levied upon cattle and horses feeding and living on this reservation, not those that have "strayed" onto it. He declined giving any names. I will, therefore, confine myself to facts.

Sec. 269, printed instructions to Indian agents, says: No white persons permitted under any circumstances to graze cattle or other stock upon Indian reservations without having first obtained the consent of the Indians and the approval of the agent thereto; and subject to such rate of compensation as may be prescribed by the agent, &c. By letter 7718, I was ordered to carry out the above instructions. In furtherance of the above object, I notified such cattlemen as were known to keep their herds upon the reservation, and the prices fixed upon was that agreed upon as right and just, after consultation with most of them. And to the credit of those using the reservation it may be said, that I have yet to learn of one who objects to pay his tax to the agent for the benefit of the Indians. Now, who are those objectors, if any? They are a set of men who for sixteen years have been making their living by stealing from the Government and from the Indians, robbing the Government by the wagon load, according to their own statement made in the presence of witnesses, and the Indians, by branding their calves whenever found. This was all done in the days that are no more. They acknowledge that there is nothing left to steal, and that they must now do an honest day's work for an honest day's pay, and as the county has now been organized into the county of Fremont, taxes will have to be paid, and they will have to pay their share.

This reservation forms a large part of the new territory they wish to include in the county, but as the organic law which made the Territory of Wyoming declared this reservation no part or parcel of the said Territory of Wyoming, the county commissioners are trying to find some way to collect taxes on this reservation, and they think that if they can get the cattlemen relieved of the grazing tax they will be willing to pay county tax on their cattle. If county officers are to be allowed to overrun Indian reservations, assess taxes, and distrain for the collection of the same, the authority of the Department will soon be usurped by the civil officers of the Territory, and power and control pass out of the hands of agents.

This reservation is no part or parcel of Fremont County, Wyoming, and the sooner the officers of said county are so notified by proper authority the better for all concerned.

In answer to the assertion that "there is no excuse for one hundred or more male Indians of said tribe, saying nothing of women and children, who are at this time hunting south of the south line of their reservation," I state that it is a falsehood. Last week I took the census of the Arapahoes and I do not think there were as many as five absentees. Some Shoshones are out hunting, but this growl of the sheriff of Fremont County is the first complaint I have heard, and all men know that Indians do not hunt game "on farms and in inclosures," and I would call your attention to the fact that they are not there "in violation of law," for you will find by reference to page 934, Article 4, Revision of Indian Treaties, lines 41,638-39-40-41, "but they shall have the right to hunt on the unoccupied lands of the United States so long as

game may be found thereon and so long as peace subsists among the whites and Indians on the borders of the hunting districts."

Trusting I have fully answered the complaint of Benjamin F. Lowe, I have the honor to be,

Yours, very respectfully,

S. R. MARTIN,
United States Indian Agent.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

SAN CARLOS RESERVE, ARIZONA.

KANSAS CITY, MO., *July 14, 1884,*
904 Harrison street.

DEAR SIR: During my residence in Arizona I became somewhat interested in the resources of the San Carlos Reservation, and write you to know if there would be any probability of obtaining permission by leave, or otherwise, to utilize any portion of same for grazing purposes. At present there is a vast territory entirely unoccupied, or in any manner used by the Indians for any purpose, which is capable of sustaining and fattening vast herds of cattle.

If any agreement to occupy these ranges with cattle could be had, it could be made advantageous to the Government in producing a direct revenue for use of lands, and by furnishing beef for the Indians on the reservation, at a figure much less than now paid by the Government.

If such an agreement is possible, you can, no doubt, give me the desired information, and put me in communication with parties with whom I would have to deal in order to secure such a contract or lease.

Trusting I am not trespassing upon your time or good nature by my inquiry, I am,
Very respectfully, yours, &c.,

A. E. CAMPBELL.

Hon. HIRAM PRICE,
Washington, D. C.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
August 18, 1884.

SIR: I have the honor to inclose herewith a letter from W. E. Campbell, of Kansas City, Mo., asking to be advised as to whether any arrangement can be made, by lease or otherwise, giving him permission to graze cattle on the San Carlos, or, more properly, the White Mountain Indian Reservation, in Arizona Territory.

In view of the unsettled condition of affairs on said reservation, I respectfully ask to be informed whether in this particular case it would be expected that this office would be governed by the views of the Department as expressed in letter of April 25, 1883, upon a certain lease or agreement made by E. Fenlon, esq., with the Cheyenne and Arapaho Indians in Indian Territory.

In the judgment of this office, it would be unwise to permit the introduction of cattle by stockmen on said reservation.

The return of Mr. Campbell's letter is requested.

Very respectfully, your obedient servant,

E. L. STEVENS,
Acting Commissioner.

The Hon. the SECRETARY OF THE INTERIOR.

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

SIR: I return herewith the letter of W. E. Campbell, of Kansas City, Mo., which accompanied yours of 18th ultimo, asking whether any arrangement can be made, by lease or otherwise, giving him permission to graze cattle on the San Carlos or White Mountain Indian Reservation in Arizona.

I concur in the views expressed by you that, owing to the present unsettled condition of affairs on said reservation, it would be unwise to permit the introduction of cattle by stockmen upon these lands, and you will so inform Mr. Campbell.

Very respectfully,

M. L. JOSLYN,
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
September 29, 1884.

SIR: In reply to your letter of July 14, 1884, asking whether any arrangement can be made, by lease or otherwise, giving you permission to graze cattle on the San Carlos or White Mountain Indian Reservation in Arizona Territory, I have to say that the matter having been referred to the Department with a statement of the views of this office thereon, the honorable Secretary of the Interior replied, under date of the 12th instant, as follows: 'I concur in the views expressed by you that, owing to the present condition of affairs on said reservation, it would be unwise to permit the introduction of cattle by stockmen upon these lands, and you will so inform Mr. Campbell.'

Very respectfully,

H. PRICE,
Commissioner.

W. E. CAMPBELL,
No. 904 Harrison Street, Kansas City, Mo.

OMAHA RESERVE, NEBRASKA.

UNITED STATES INDIAN SERVICE,
Omaha and Winnebago Agency, Nebraska, August 7, 1884.

SIR: Herewith I inclose application of Mr. Edward Farley for lease of unallotted lands on the Omaha Reservation.

These lands are surrounded on three sides by lands allotted to Omaha Indians, on which improvements are being made; many of them have broken considerably, and have planted trees and put in crops.

The herders who were permitted to bring cattle on the reservation have permitted their cattle to trespass on the Omaha settlers to their great detriment.

These depredations have caused troubles which have been very difficult to adjust.

These difficulties will increase each year as the settlers improve and occupy their lands, until very soon, perhaps next year, their lands will be unoccupied and they receive no income from them. These lands for which Mr. Farley asks lease must of necessity be fenced before they can be used as herding grounds, and no one can fence lands for which they have the precarious tenure of yearly permits.

The proposition of Mr. Farley will give the Omahas a greater income from herding privileges than they have been receiving heretofore from all their lands.

I have the honor to recommend that Mr. Farley be granted a lease of the lands for which he applies.

Very respectfully, your obedient servant,

GEO. W. WILKINSON,
United States Indian Agent.

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

[Inclosure.]

OMAHA AGENCY, July 28, 1884.

SIR: I have the honor to ask to lease for a period of twenty years from the Government the unallotted lands on the Omaha Reservation, in township 25, range 8 east, embracing 18,000 acres, more or less, at the rate of 4 cents an acre, each year in advance, beginning with January 1, 1885.

Very respectfully,

EDWARD FARLEY.

The Hon. COMMISSIONER OF INDIAN AFFAIRS.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., October 2, 1884.

SIR: I am in receipt of your letter of August 7, 1884, inclosing the application of Edward Farley to lease the unallotted lands of the Omaha Indian Reservation in Nebraska, in township 25, range 8 east, for the period of twenty years, at the rate of 4 cents per acre per annum.

In submitting the application you recommend for certain reasons given that the lease be granted.

In reply, I have to say that by the act of August 7, 1882 (Stat. 22, p. 341), the unallotted lands of said reservation are held in trust by the United States, and are to be held for a period of twenty-five years.

The act also provides that to each Omaha child who may be born prior to the expiration of that period allotments shall be made and patented out of the unallotted lands in question.

The heads of families of such children as may be thus entitled to future allotments would undoubtedly have the right to select their children's allotments from the whole body of unallotted lands, and I think that is a sufficient reason, if there were no other, for keeping the lands unincumbered. It would be unwise to take the risk of becoming involved in obligations or liabilities in respect of any portion of said lands.

Why cannot the Indians turn their attention to stock-raising to some extent themselves? There is great profit in the business and a start can be made with very small beginnings. They have excellent opportunity, having an immense area of unoccupied land, and when the proceeds from the sale of their lands on the west side of the railroad become available they might be assisted in their stock-raising, both in the purchase of stock and in the improvement of what they have.

I think they should be encouraged to do more in stock-raising.

I see by your last year's report that they have altogether 800 head of cattle. With the facilities they have this number might be largely increased.

Very respectfully,

H. PRICE,
Commissioner.

GEO. W. WILKINSON, Esq.,
United States Indian Agent, Omaha Agency, Nebr.

KLAMATH RESERVE, OREGON.

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oregon, September 11, 1884.

SIR: Mr. Matt. Obenchain, a citizen of good repute and well liked by the Indians, desires to rent for the pasturage of from 400 to 500 head of cattle a portion of this reservation, adjoining his ranch and hope in Sprague River Valley. The part of the reservation is described by natural boundaries, and is about 10 miles by an average of 5 or 6 miles. It is only fit for grazing purposes, and is but little used by the Indians themselves. There are in this vicinity several white settlers that are continually allowing their cattle to trespass upon this part of the reservation, especially during the winter, causing the Indians a good deal of trouble. One of these parties has been recently sued for such trespass.

Mr. Obenchain makes the following offer: He will pay \$300 per year for the privileges asked for confining his cattle to the limits described in the agreement; will keep all other white settlers' cattle from trespassing upon this part of the reservation; neither will he debar any Indian stock from pasturing at any time upon the land thus rented, or any Indian from cutting all the hay that may be included within the prescribed limits, or from fencing such hay land.

These are outlines of a proposed agreement. Mr. Obenchain would like to know whether such an agreement would be allowed, as soon as possible in order to do considerable needed fencing this fall to keep off the reservation the stock of other settlers.

If necessary for this purpose he will be willing to pay the expense of a telegraph to me if such an agreement will be approved by your office. I would respectfully ask that such telegram be sent.

I heartily approve such an agreement, and would be glad to have its avails set apart for the purpose of building a saw-mill for the Indians on the Yainax part of the reservation. These Indians are anxious for such an arrangement or such an agreement.

Very respectfully,

LINUS M. NICKERSON,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, October 16, 1884.

SIR: I have received your letter of the 11th ultimo submitting a proposition of Mathew Obenchain, "a citizen of good repute and well liked by the Indians," to rent, for the pasturage of from 400 to 500 head of cattle, a portion of the Klamath Reservation adjoining his ranch in Sprague River Valley, defined by natural boundaries, and covering an area of about 10 miles by an average of 5 or 6 miles, for which he offers to pay the sum of \$300 per year, confining his cattle to the limits prescribed, and keeping all other white settlers' cattle from trespassing thereon, and reserving to the Indians the right to pasture their stock and to cut all the hay on said tract and the right to fence the hay land.

It appears from the letter that the tract in question is only fit for grazing purposes, and is but little used by the Indians themselves, who are nevertheless continually disturbed by the trespasses of cattle of adjoining settlers thereon.

Mr. Obenchain's proposition meets your approval, and the Indians, you state, are desirous that the arrangement should be perfected.

In reply, the views of the Department on the grazing question may be substantially stated as follows:

1. While the Department recognizes an implied right of the Indians, under section 2117, Rev. Stat. (Comp. Ind. Laws, Ed 1883, p. 48), in their tribal capacity to grant permission to parties to graze cattle on the unoccupied lands of their reservations, on fair and reasonable terms, subject to such supervision as the Department may consider proper, to prevent the Indians from being imposed upon, it does not recognize their right to *lease* such lands or to create any incumbrance thereon, or in any manner give to parties rights, the existence of which may be disputed after the lands shall cease to be a part of the reservation; and no leases or agreements looking to that end will receive the approval of the Department.

2. Grazing privileges can only be recognized when granted by the proper authority of the tribe, and the benefits thereof must be participated in by all the tribe—not by a favored few only.

3. It is not desirable that a large number of white herders should be allowed on the reservation, 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.

4. No permanent improvements can be put up by the stockmen, and they must be held to a rigid observance of the intercourse laws and regulations of the Department touching the introduction of questionable characters, liquor, fire-arms, ammunition, &c.

5. By the general deficiency act approved March 3, 1883 (22 Stat., 590), "the proceeds of all pasturage and sales of timber, coal, or other product of any Indian reservation, except those of the five civilized tribes, and not the result of the labor of any member of such tribe, shall be covered into the Treasury for the benefit of such tribe, under such regulations as the Secretary of the Interior shall prescribe."

In this connection your attention is invited to office circular No. 135, September 10, 1884. (Misc. Receipts, Class 3.)

6. Whenever there shall be any just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons are on the reservation under cover of grazing privileges, 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 reservation on such notice as shall be right and proper under the circumstances, and all persons seeking grazing privileges on an Indian reservation must clearly understand that they accept the same, subject to the foregoing conditions and to any future action of Congress, with reference to such reservation, and in the premises generally.

Of course, all persons who are not willing to pay a fair consideration in cattle or money for the privilege of grazing should be removed from the reservation, and in the event of their return and failure to comply with the conditions prescribed by the Department, will be reported to the United States district attorney for prosecution, under section 2117, Rev. Stats., above referred to.

You will acknowledge receipt hereof.

Very respectfully,

H. PRICE,
Commissioner.

L. M. NICKERSON, Esq.,
United States Indian Agent,
Klamath Agency, Lake County, Oregon.

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oregon, November 10, 1884.

SIR: I have the honor to report that your office letter dated October 16, 1884, file mark, Land, 18323-84, has been received. In a few days I will make copies of a contract in accordance with instructions, obtain Mr. Obenchain's signature, and forward a copy to your office for your action thereon.

Very respectfully,

LINUS M. NICKERSON,
United States Indian Agent.

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

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oregon, November 29, 1884.

SIR: Inclosed please find copy of contract with Mr. Matt Obenchain, of Sprague River, for the privilege of pasturing cattle upon the reservation as per your office letter of October 16, 1884, in answer to mine of September 11, 1884.

Trusting that this agreement will be approved, I am,

Very respectfully, yours, &c.,

LINUS M. NICKERSON,
United States Indian Agent.

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

[Inclosure.]

This agreement, made this first day of November, 1884, between Linus M. Nickerson, U. S. Ind. agent, for and on behalf of the United States of America, party of the first part, and Matt Obenchain, of Bly, Klamath Co., Oregon, party of the second part, witnesseth:

That the party of the first part agrees to lease for a term of five years from November 1, 1884, to the party of the second part, for the purpose of pasturing not more than five hundred (500) head of cattle, the personal property of the party of the second part, that portion of the Klamath Indian Reservation defined by natural boundaries, as follows:

Beginning at the north bank of Sprague River on the eastern boundary line of the reservation, and from thence along said boundary line north to the extent of ten miles; from thence due west to the Sican River, thence down the east bank of the Sican River to its junction with Sprague River, thence easterly along the north bank of Sprague River to the place of beginning, for the sum of three hundred dollars per annum, payable semi-annually at Klamath Agency, Oregon.

It is further agreed that the party of the second part shall build and maintain a substantial fence upon the reservation along the eastern boundary of the above-described tract, and upon the expiration of this agreement he shall be allowed to remove said fence from the reservation.

The party of the first part reserves the right to cancel this agreement and cause the removal of all cattle grazing on the reservation under this lease whenever there shall be just cause for dissatisfaction on the part of the Indians, or when it shall appear that improper persons are on the reservation under cover of this agreement, or whenever for any reason the Indian Department shall consider it desirable for the public interest to do so, or whenever any future action of Congress may make it necessary, on such notice as shall be right and proper under the circumstances.

It is further agreed that the Indians shall not be deprived of the privilege of grazing their stock upon said portion of the reservation in such numbers as would naturally of their own accord graze thereon; and furthermore, the Indians shall have the privilege of cutting any or all the hay that may be grown on said tract, and shall retain the privilege of fencing any or all of the hay land on said tract for their exclusive benefit.

And the party of the second part hereby agrees to pay semi-annually at Klamath Agency, Oregon, to the party of the first part, or his successor in office, the sum of three hundred dollars (\$300) per annum, payable semi-annually at Klamath Agency, Oregon, on or before the first day of December and the first day of April of each year during the continuance of this agreement.

The party of the second part further agrees, from April 1, 1885, to the expiration of this agreement, to keep the cattle of all other white settlers from trespassing on said tract, and to conform, from the date of this agreement, to such regulations as the Indian Department may deem proper for the protection of the Indians.

Dated this first day of November, 1884.

LINUS M. NICKERSON,
United States Indian Agent.

Witnesses:

GEO. W. LOOSLEY.

GEO. GILBERT ANDERSON.

Klamath Agency, Oregon.

MATT. OBENCHAIN. [SEAL.]

Witnesses:

WILLIAM T. LEEKE.

CASSIE QUIGLEY.

Klamath Agency, Oregon.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 22, 1884.

SIR: I have received your letter of the 29th ultimo, transmitting for approval an agreement dated November 1, 1884, made between yourself, as United States Indian agent, on behalf of the United States, and Matt. Obenchain, of Klamath County, Oregon, whereby you agree to lease to him for a term of five years from November 1, 1884, at a rental of \$300 per annum, for the purpose of pasturing not more than 500 head of cattle, a portion of the Klamath Reservation, as therein described.

In my letter of October 16 last, informing you of the views of the Department on the grazing question, I expressly stated that the Department "does not recognize their (the Indians') right to lease such lands, or to create any incumbrance thereon, or in any manner give to parties rights the existence of which may be disputed after the lands shall cease to be a part of the reservation; and no lease or agreements looking to that end will receive the approval of the Department." And again, "Grazing privileges can only be recognized when granted by proper authority of the tribe." * * *

It was not to be inferred from this that the agent could make a lease, as you seem to have assumed in the present instance. The honorable Secretary finding no authority for the making of leases or agreements by the Indians or by the Department, has uniformly declined to approve any such without the sanction of Congress, and in this view of the matter referred the entire subject to Congress, where it is now undergoing investigation.

Pending such investigation, this office deems it inexpedient to take any action in the matter other than to return the lease without approval, and to disavow your action as unauthorized. You will notify Mr. Obenchain accordingly and prohibit him against erecting any fences on the reservation, or the exercise of any privileges sought to be conferred by the lease, which is herewith returned for cancellation.

Very respectfully,

H. PRICE,
Commissioner.

L. M. NICKERSON, Esq.,
United States Indian Agent, Klamath Agency, Oregon.

QUINAIELT RESERVE, WASHINGTON TERRITORY.

OFFICE OF THE
CHEHALIS VALLEY VIDETTE,
Montesano, Wash., 11-15, 1884.

DEAR SIR: I write you with reference to securing the privilege of pasturing stock on the Quinaielt Indian Reservation, which lies just north of Gray's Harbor, in Washington Territory, and first it will be proper for me to introduce myself. I am a newspaper man by profession, and some two years since located a Republican newspaper in this Gray's Harbor region, my journal being the pioneer enterprise of its kind west of Puget Sound, in this Territory, and an institution which, without boasting, can be said to have done excellent service both for the party and in the way of advertising this new country. My publishing business is still prosperous, but overwork and too close confinement to indoor business has broken my health, and I am assured by my

physicians that a change of occupation, and especially out-door life, is essential to my recovery.

This is a timbered region, and the facilities for stock raising are extremely limited. There are, however, upon the reservation in question several small prairies which an expenditure of a few hundred dollars, in clearing trails to them from the coast, would render available for stock raising purposes upon a limited scale. If I could secure a permit to use them, paying to the Indians the usual, and I believe stipulated, price per head for grazing stock upon them, I think I could, in the course of two or three years, render them profitable to myself and the Indians as well, whereas at present they are a source of revenue to no one, the whites not being allowed to use them, and the Indians upon the reservation being few in number and entirely too poor to own stock.

These Indians are very poor and often reduced to the verge of starvation; this winter especially, the outlook for them is very dismal, their agent, Captain Willoughby, having told me a few days since that they have no provision and no money, and that if relief does not come to them from some source they must suffer severely during the coming winter.

If I could make the arrangement in question I am confident that I could help them some, very shortly, and could within the year make the rental of their lands a source of permanent revenue to them.

As to my character and reputation I can refer you to Governor Squires and Ex-Governor Newell, of this Territory; also to Secretary Owings, surveyor-general McMicken, and to any of the other leading men of the Territory whom you may wish to consult. Hoping to hear from you at your earliest convenience, and that you may feel disposed to consider favorably the proposition I have submitted,

I remain, yours, very truly,

JOHN W. WALSH,
Montesano, Chehalis County, Wash.

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

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
December 5, 1884.

SIR: In reply to your letter of the 15th ultimo, applying for the privilege of pasturing stock on the Quinaielt Indian Reservation, you are informed that the whole subject of letting grazing lands on Indian reservations is now being considered by Congress, and that pending the decision of that body action by this office on all applications of this character is suspended.

Very respectfully,

H. PRICE,
Commissioner.

JOHN W. WALSH, Esq.,
Office Chehalis Valley Vidette, Montesano, Wash.