



# **Documents relating to the negotiation of an unratified treaty of April 4, 1862, with the Shawnee Indians. April 4, 1862**

Washington, D.C.: National Archives, April 4, 1862

<https://digital.library.wisc.edu/1711.dl/XIUEFC52HRACW9B>

As a work of the United States government, this material is in the public domain.

For information on re-use see:

<http://digital.library.wisc.edu/1711.dl/Copyright>

The libraries provide public access to a wide range of material, including online exhibits, digitized collections, archival finding aids, our catalog, online articles, and a growing range of materials in many media.

When possible, we provide rights information in catalog records, finding aids, and other metadata that accompanies collections or items. However, it is always the user's obligation to evaluate copyright and rights issues in light of their own use.

DOCUMENTS RELATING TO THE  
NEGOTIATION OF AN UNRATIFIED TREATY OF  
APRIL 4, 1862, WITH THE SHAWNEE INDIANS

896

Shawnee Treaty  
1862

25

Article of agreement and convention, made and concluded at the Shawnee Agency State of Kansas on the fourth day of April One Thousand Eight Hundred and Sixty Four by James B. Abbott as Commissioner on the part of the United States, and the following named delegates representing the bands of Shawnees, who were parties to the Treaty of the tenth of May One Thousand Eight Hundred and Fifty Four viz: Charles Bluejacket, Graham Rogers, William Rogers Senz, Charles Tucker, Joseph White, Eli Blackhoof, Samuel Rogers, John Prohite, George Doughty, David Geshane, Joseph Flint, Levi Flint, Moses Silverheels, Solomon Madden, James Kysar, Caleb Harvey, Charles Tolley, Biglone, James McLain, Dudley Tucker,

### Article 1<sup>st</sup>.

It having been demonstrated by past experience, that a large portion of the Tribe of Shawnee Indians are being demoralized by various temptations with which they are now surrounded, and their present condition being that of isolation from each other, rendering it difficult to extend to each other council and guardianship which is necessary for their safety and protection, and it being extremely difficult to establish and maintain schools that would benefit all, and believing that these temptations would be removed and difficulties obviated by removing and settling upon a small tract of land, making their settlements more compact, it is therefore agreed that there shall be purchased for said Tribe of Shawnee Indians, an amount of land not to exceed Eighty Eight Thousand One Hundred and Sixty Acres to which said Tribe of Shawnee Indians shall migrate, or so many of them as shall desire, at as early time as practicable. The said land shall be selected and stipulated for by three Commissioners, one on the part of the United States, and two persons selected by the Tribe of Shawnee Indians who elect to migrate. The three Commissioners shall proceed under the direction of the Tribe of Shawnee Indians, to make such selection and stipulate for said land, and when they have made the selection, and agreed upon the price therefor, they shall report the same to the Tribe of Shawnee Indians and if agreed to by said nation, then the United States shall authorize the purchase of said tract so selected and stipulate for paying for the same, as hereinafter provided, which said tract of land shall be set apart for homes for the members of the Tribe of the Shawnee Indians, who shall elect to reside thereon, and those who have or may become members of said Tribe by marriage or adoption.

### Article 2<sup>nd</sup>.

That all the lands set apart by the second article of the Treaty entered into on the tenth day of May A.D. Eighteen Hundred and fifty four (1854) for absentees and not selected or patented is hereby purchased of the Tribe of Shawnee Indians by the United States paying therefor the sum of one dollar and twenty five cents per acre (\$1.25). That in consideration of the service rendered by the Friends Board of Mission, in the free education of the Shawnee Indian children at the Friends Shawnee Labor School. The three hundred and twenty acres of land with the improvements thereon now held by said Society, shall be confirmed to said Society or such person or persons as may be designated by it by patent, when said Society shall pay to the United States the sum of one dollar and twenty five cents per acre for the benefits of the said Tribe of Shawnee Indians. That the three sections of land set apart by

the Treaty of the tenth of May A.D. Eighteen Hundred and Fifty Four to the Missionary Society of the Methodist Episcopal Church South shall be confirmed to said Society or such person or persons as shall be designated by it, by Patent. When said Society shall pay to the United States for the benefit of the Tribe of Shawnee Indians the balance of the ten thousand dollars due for said three sections of land as per contract dated March the Fifth A.D. Eighteen Hundred and Fifty Five.

### Article 3<sup>rd</sup>

That the sixty thousand dollars from which the three thousand dollars perpetual Annuity was derived, and the forty thousand dollars invested by the United States under the third Article of the Treaty of the tenth of May A.D. Eighteen Hundred and Fifty Four, and all the money arising from the sale of the absent land, and the money arising from the sale of land to the Friends Board of Mission, together with the balance of the ten thousand dollars due from the Missionary Society of the Methodist Episcopal Church South shall be invested by the Secretary of the Interior in Bonds of the United States which Bonds shall bear interest at the rate of seven and one third per cent per annum.

### Article 4<sup>th</sup>

The Shawnee Nation and the various lands comprising it, having at different times heretofore made treaties with the United States, and no common settlement having ever been made under either of them between said Shawnee Nation and the United States it is agreed that a true statement of all money (excepting the eighty nine thousand dollars now due said Shawnee Nation under Article third (3<sup>rd</sup>) of the Treaty of the tenth of May A.D. Eighteen Hundred and Fifty Four), property, or lands agreed to be furnished to said Shawnee Nation under said several treaties, shall be made by the United States, and the Department of the Interior shall make a full exhibit of their Books, and if upon such examination there shall be found due to said Shawnee Nation any sum of money goods or lands, the one half of what is found due shall be paid to them per capita in money during the month of October A.D. Eighteen Hundred and Sixty Two, and the other half that shall be found due said Shawnee Nation on said several treaties shall be invested in the Bonds of the United States of the same kind and in the same manner as is authorized by Article third (3<sup>rd</sup>) in this Treaty, but it is distinctly understood and agreed that the eighty nine thousand dollars due the Tribe of Shawnee Indians, from the United States in October A.D. Eighteen Hundred and Sixty One under the third Article of the Treaty of the tenth of May A.D. Eighteen Hundred and Fifty Four shall be paid the said Shawnee Nation per capita during the month of June A.D. Eighteen Hundred and Sixty Two.

### Article 5<sup>th</sup>

That the interest accruing upon the money authorized to be invested by Article Fourth (4<sup>th</sup>) of this Treaty shall be paid to the Shawnee Nation in the month of October in each year, and shall be applied as follows, to wit: Three Thousand dollars, or so much thereof as shall be needed, shall be applied for the education and improvement of the Shawnee Children, and it shall be expended by a Board of Education, which shall consist of the United States Agent and two persons elected by the Shawnee Council annually, and if after paying all educational expenses there shall be a surplus remaining the same shall be applied by said Board under the direction of the Shawnee Council to some benevolent purpose for the Shawnee Youth. The two members of the Board elected, shall give such Bonds as the Shawnee Council may require for the faithful discharge of their duty. Two thousand and five hundred dollars

shall be applied to defray the expenses of the Government of the Shawnee Nation, and the balance of the interest due on said investment shall be applied in payment for the land purchased as provided by Article First (1<sup>st</sup>) of this Treaty. When payment shall have been made for the land, then said balance of interest shall be paid to the members of the Tribe of Shawnee Indians per capita annually in the Month of October.

### Article 6<sup>th</sup>.

That for the better protection of the Shawnee Methodist Church and Grave Yard, the five acres of land including the Meeting house and Grave Yard set apart by the Treaty of May the tenth A.D. Eighteen Hundred and Fifty Four to the Shawnee Methodist Church, shall be confirmed by Patent to Charles Blujacket Chairman of the Board of Trustees of said Church or his successor in Office for the use and benefit of said Church. And for the same reason, the two acres set apart by the Treaty to the Shawnee Baptist Church shall in like manner be confirmed to Charles Tucker.

### Article 7<sup>th</sup>.

That to enable the Shawnee Indians to adjust their affairs with as little difficulty as possible preparatory to removal it is agreed that all the Shawnee Indians who have received Patents for their land assigned them under the Treaty of May tenth A.D. Eighteen Hundred and Fifty Four, shall have power to sell the same subject only to the consent of the Shawnee Council and the approval of the United States Agent. And in the settlement known as the Black Bob Settlement there are a number of Shawnee Indians who live and hold their land in common. These Indians being unwilling to adopt the habits of the white man, desire also to remove, it is agreed that the United States shall purchase all the Lands of said settlement paying therefor the sum of One Dollar and Seven and Five cents per acre together with a fair remuneration for the improvements theron. That from the money arising from said sale there shall be paid in the Month of November A.D. Eighteen Hundred and Sixty Four, to the individual Indians or their heirs entitled to selection, on this Land under the Treaty of the tenth of May A.D. Eighteen Hundred and fifty four, the sum of Two Hundred and fifty dollars, and the value of the improvements to the owner or owners thereof at the same time, provided however if there shall be any individual of said settlement above mentioned who shall desire they may on or before the first day of September A.D. Eighteen Hundred and Sixty Two, select the Two Hundred to which they were entitled by the Treaty of the tenth of May A.D. Eighteen Hundred and fifty four, under the restrictions and stipulations of said Treaty. They shall receive a Patent therefor and when they so receive such Patent, they shall have power to sell the same in the same manner as prescribed for Shawnees having Patents for their lands.

### Article 8<sup>th</sup>.

That in order to insure a speedy and economical Settlement, all the Estates of deceased Shawnees which remain unsettled at the time of the ratification of this Treaty, shall be settled in accordance with the laws customs and usages of the Shawnee Nation.

### Article 9<sup>th</sup>.

In consideration that the absentee Lands are sold to the United States for a much less sum than would have been received under the instructions already given by the Indian Department therefore it is agreed that the United States shall pay all taxes that have been or may be assessed prior to the ratification of this Treaty, upon the lands assigned to the Shawnees under treaty stipulations except such land

as has been alienated. But where lands have been deeded to Shawnees for whom they were selected under the Treaty of the tenth of May A.D. Eighteen Hundred and fifty four they shall not be deemed alienated.

### Article 10<sup>th</sup>

In consideration that in accordance with the provisions of this Treaty all the public money now belonging to the Shawnee Nation is to be invested or appropriated for the exclusive benefit of the Shawnees who shall settle upon the land to be selected as herefore provided therefore it is agreed that the balance of the Shawnees or their descendants may at any time unite with the Tribe, and be entitled thereafter to all rights and immunities the same as if they had never been separated from the Tribe.

### Article 11<sup>th</sup>

If from causes not now foreseen, this instrument shall prove insufficient for the advancement and protection of the welfare and interest of the Shawnees Congress may hereafter by law make such other further provisions not inconsistent herewith as experience may prove to be necessary to promote the interest peace and happiness of the Shawnee People.

### Article 12<sup>th</sup>

It is agreed that the right of way shall be reserved to the United States through the Tracts of land hereinbefore provided to be selected for the Tribe of Shawnee Indians.

### Article 13<sup>th</sup>

If the Government of the United States shall at any time make provisions for the payment for depredations committed during the rebellion, the Shawnees shall have the same rights privilege to prosecute their claims as if they were citizens of the United States.

### Article 14<sup>th</sup>

The Shawnees acknowledge their dependence on the Government of the United States, and invoke its protection and care. They pledge true Loyalty and fidelity to the Government as well in adversity as in prosperity. They will abstain to from the commission of depredations and comply as far as they are able with the Laws in such cases made and provided as they will expect to be protected and to have their rights vindicated.

### Article 15<sup>th</sup>

The Shawnees agree to suppress the use of Ardent Spirits among their people and to resist by all prudent means its introduction into Country

### Article 16<sup>th</sup>

The expenses necessary incurred for carrying into effect the provisions of this Treaty shall be paid by the Tribe of Shawnee Indians.

### Article 17<sup>th</sup>

The foregoing articles of agreement shall be binding upon the contracting parties when the same shall have been approved by the President and Senate of the United States.

In testimony whereof the said James B. Abbott, Commissioner aforesaid, and  
the undersigned delegates representing the bands of Shawnees who were parties to the Treaty  
of the tenth of May A.D. Eighteen Hundred and Fifty Four, have hereunto set  
their hands and seals at the place and on the day and year herein before written

Signed in the presence of

J. D. Soteman

J. S. Weaver

P. Cosgrave

James DeGat

Henry A. Burgess

Matthew King U.S. Interpreter

J. B. Abbott

Seal

Charles Blugacket

Seal

Graham Rogers

Seal

William Rogers Senr his mark x

Seal

Charles Tucker his mark x

Seal

Joseph White his mark x

Seal

Eli Blackhawk his mark x

Seal

Samuel Rogers his mark x

Seal

John Tomahle his mark x

Seal

George Dougherty his mark x

Seal

Doria Bushwar

Seal

Joseph Flint his mark x

Seal

Levi Flint

Seal

Moss Silverleaf his mark x

Seal

Solomon Mardon

Seal

James Kysor his mark x

Seal

Caleb Harvey his mark x

Seal

Charles Tookes his mark

Seal

Pigbone his mark x

Seal

James McLain his mark x

Seal

Dudley Tucker

Seal