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Documents relating to the negotiation of an unratified treaty of February 11, 1869, with the Iowa Indians and the Sauk and Fox of Missouri Indians. February 11, 1869

Washington, D.C.: National Archives, February 11, 1869

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DOCUMENTS RELATING TO THE NEGOTIATION
OF AN UNRATIFIED TREATY OF FEBRUARY 11, 1869, WITH THE
IOWA INDIANS AND THE SAUK AND FOX OF MISSOURI INDIANS

40 Cong. }
3 Sep. } Exp N.N.

Treaty

between the U. S and
the Sac and Fox of the
Missouri and Iowa
Indians concluded Feb. 11,
1869.

1869. Mar 3^d Read, referred to
the Com on Indian Affairs
and printed for the use
of the Senate.

1869. Apr 14 Reported for
ratification with an
amendment.

40 Cong. 30 Sep.

MESSAGE
OF THE
PRESIDENT OF THE UNITED STATES,
TRANSMITTING

A treaty concluded on the 11th February, 1869, at Washington, D. C., between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

MARCH 3, 1869.—Read; treaty read the first time, referred to the Committee on Indian Affairs, and, with the message and accompanying documents, ordered to be printed in confidence for the use of the Senate.

To the Senate of the United States:

I herewith lay before the Senate, for its constitutional action thereon, a treaty concluded on the 11th instant in the city of Washington between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

A letter of the Secretary of the Interior of the 16th instant, together with the letters therein referred to, accompany the treaty.

For the reasons stated in the accompanying communications, I request to withdraw from the Senate a treaty with the Sac and Fox Indians of the Missouri, concluded February 19, 1867, now pending before that body.

ANDREW JOHNSON.

EXECUTIVE MANSION, *February 17, 1869.*

DEPARTMENT OF THE INTERIOR,
Washington, D. C., February 16, 1869.

SIR: I have the honor to transmit herewith, to be laid before the Senate for its constitutional action thereon, a treaty concluded on the 11th instant at Washington, D. C., between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

A letter of the Commissioner of Indian Affairs, and the letter therein referred to from Messrs. H. B. Denman and Thomas Murphy, the commissioners who negotiated the treaty, are also herewith transmitted.

For the reasons stated in said letters I have the honor to request that the treaty concluded with the Sac and Fox of the Missouri tribe of Indians, on the 19th of February, 1867, now pending before the Senate, be withdrawn.

Very respectfully, your obedient servant,

O. H. BROWNING,
Secretary.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 15, 1869.

SIR: I have the honor to submit herewith a treaty concluded on the 11th instant at Washington, D. C., by Superintendents Denman and Murphy, duly authorized commissioners on the part of the United States, with the Sac and Fox of the Missouri and the Iowa tribes of Indians. I respectfully request that should you approve the same, that this treaty be sent to the President, to be by him laid before the Senate for its constitutional action.

I also transmit herewith a letter dated the 11th instant from said commissioners enclosing said treaty to this office, also copies of this letter and the treaty.

The commissioners state in their letter that it is the desire of the chiefs of the Sac and Fox of the Missouri tribe of Indians that the treaty concluded with said tribe on the 19th day of February, 1867, and now pending in the Senate, be withdrawn, the present treaty submitted herewith being more satisfactory to the Indians. I therefore respectfully request that the request be made through the President for the withdrawal of said treaty from the Senate.

Very respectfully,
your obedient servant,

N. G. TAYLOR,
Commissioner.

Hon. G. B. FRENCH,
Secretary of the Interior.

WASHINGTON, D. C., February 11, 1869.

SIR: In accordance with the authority contained in office letter of the 15th ultimo, and by the authority as commissioners appointed by the President to negotiate at Washington, D. C., with the Sac and Fox of the Missouri, the Iowa, and the Otoe and Missouri tribes of Indians, dated January 23, 1869, we have the honor to inform you that we have this day concluded a joint treaty with the Sac and Fox of Missouri and Iowa tribes of Indians, which we herewith transmit.

The treaty in all of its provisions meets with the cordial approbation of the chiefs of said tribes now in this city, and we believe it to be fair to all the parties interested in it.

At the request of the chiefs of the Sac and Fox of Missouri, we would respectfully represent that it is their desire that the treaty made with them at Washington city, D. C., on the 19th day of February, 1867, and now pending in the Senate, be withdrawn by the President from the Senate, as the treaty concluded with them this day is in all respects more satisfactory to the tribes.

Very respectfully, your obedient servants,

H. B. DENMAN,
Superintendent Indian Affairs and Commissioner.
THOMAS MURPHY,
Superintendent Indian Affairs and Commissioner.

Hon. N. G. TAYLOR,
Commissioner Indian Affairs.

ARTICLES
OF
AGREEMENT AND CONVENTION,

MADE AND CONCLUDED

In the city of Washington, on the eleventh day of February, 1869, between the United States of America, by their commissioners, Hampton B. Denman, superintendent of Indian affairs for the northern superintendency, and Thomas Murphy, superintendent of Indian affairs for the central superintendency, and the Sacs and Foxes of Missouri, by their delegates, Moless, head chief; Ap-pah-pa-les-ca, second chief; Sa-ca-pee, third chief; and Ka-shi-we, councilman; and the Iowca tribe of Indians, by their delegates, Tar-a-kee, Nag-ga-rash, To-hee, Mah-hee, Ki-he-ga, and Cra-ton-the-wa; said delegates being duly authorized by their respective tribes of Indians to treat in their behalf.

ARTICLE I.

The Sacs and Foxes of Missouri desire to secure a new and permanent home in the Indian territory, and to sell their present reserve in Kansas and Nebraska, containing about sixteen thousand acres, which is particularly described in the third article of their treaty, concluded March 6, 1861, and also their interest in about six thousand four hundred acres of the unsold trust lands, which were provided to be sold for the equal benefit of themselves and the Iowa tribe of Indians, under the second and third articles of said treaty. It is, therefore, agreed that such of said lands as are not now surveyed shall immediately on the promulgation of this treaty be surveyed, and the improvements on their reserve appraised under the direction of the Secretary of the Interior, and that the St. Louis and Nebraska Trunk Railroad Company, a corporation duly organized under the laws of the State of Nebraska, shall have the privilege of purchasing all the lands of said reserve which lie in the State of Nebraska, at the price of two dollars per acre, with the appraised value of the improvements added, and all of their half of the said trust lands which lie in Nebraska, at one dollar per acre, for the number of acres computed as belonging to their half, at any time ten days before the day fixed for the removal of said Sacs and Foxes from their present reservation, (which date shall be fixed, and forty days' notice thereof in advance given to said company by the Secretary of the Interior,) on the following terms and conditions, to wit:

On the date of such purchase said railroad company shall pay in cash to the Secretary of the Interior one-fourth of the amount of the purchase money for said lands purchased, and the whole amount of the appraised value of the improvements thereon, and the whole of the expenses of survey and appraisement, and shall execute and deliver to him its bond for the payment of the balance of the purchase money for said lands in three equal annual instalments falling due in one, two, and three years respectively, from the date of such purchase, with interest payable annually on all the purchase money remaining unpaid, at the

rate of five per cent. per annum. Upon the cash payments being made and the bond for deferred payments being delivered by said company as herein required, the Secretary of the Interior shall issue to said company certificates of purchase of the several parcels of said land as it may require them, each of which certificates shall be deemed and held in all courts evidence of the right of possession in said company of the land described therein, unless such right shall be forfeited as hereinafter provided. And if said company shall pay the whole amount of the purchase money of said lands and improvements and of the expenses herein required to be paid by it, at or before the times prescribed for such several payments, together with interest on deferred payments from the date of purchase to the date of actual payment, patents shall be issued to said company for all of said lands purchased by it: *Provided*, That no patent shall issue to said company for any part of said lands until it shall have constructed twenty miles of its line of railroad between the Kansas State line and Omaha. *And provided further*, That each patent shall contain the condition that the lands granted therein shall be sold by said company within five years from the date of such patent.

In case said company shall fail to purchase said lands within the time above prescribed, or to make the payments hereinbefore required to be made at the date of such purchase, or shall fail to pay any part of the principal or interest of said bond, within thirty days from the date when the same becomes due and payable, then it shall forfeit all payments theretofore made by it, and all right, title, and interest in and to all and every part of said lands; and the said lands and improvements shall thereupon be sold under the direction of the Secretary of the Interior, in parcels not exceeding 160 acres each, to the highest bidder for cash, the sale to be made on sealed proposals, after proclamation by public advertisement, as provided for the sale of the trust lands under the 2d article of said treaty of March 6, 1861: *Provided*, That no bid shall be received at less than one dollar and a half an acre for the lands of said reserve, nor at less than seventy-five cents per acre for the said trust lands. *Provided further*, That in case said railroad company, after paying the hand payment and the costs of survey and appraisement herein required, shall forfeit its right of purchase of said lands, any person who may have in good faith purchased any of said lands from it shall have the right to a patent for the lands so purchased on paying therefor to the Secretary of the Interior, at the rate of one dollar per acre if they be trust lands, and two dollars per acre if they be lands of the reserve.

And if it shall be ascertained that any of the lands of said reserve or any of said trust lands lie in the State of Kansas, then the Atchison and Nebraska Railroad Company, a corporation duly organized under the laws of the State of Kansas, shall have the privilege of purchasing all such lands lying in Kansas, and the improvements thereon, on the same terms and conditions in every respect, except as to construction of railroad, hereinbefore prescribed for the purchase by the St. Louis and Nebraska Trunk Railroad Company of such of said reserve and trust lands as lie in Nebraska. And in case of the failure of said Atchison and Nebraska Railroad Company to purchase, or lie in Kansas shall be disposed of in the manner prescribed for in case of its forfeiture after purchase, such of said lands as the disposal of said reserve and trust lands in Nebraska, in case said St. Louis and Nebraska Trunk Railroad Company should forfeit or fail to purchase the same, with like privileges to *bona fide* purchasers from the company after part payment and forfeiture by it: *Provided*, That no

patent shall issue to said Atchison and Nebraska Railroad Company until it shall have paid in full for said lands and improvements lying in Kansas and for surveying the lands where they are not now surveyed and for appraising the improvements thereon, punctually within the time prescribed for like payments by the said St. Louis and Nebraska Trunk Railroad Company, nor until it shall have constructed 20 miles of railroad from Atchison northwardly in the direction of Omaha.

ARTICLE II.

As soon as practicable after the ratification of this treaty a delegation of the Sacs and Foxes shall be sent to the Indian territory by the Secretary of the Interior, accompanied by such officer of the department as he shall designate, who shall select there a new reservation for the permanent home of the tribe out of the lands recently purchased by the United States for the settlement of Indian tribes thereon, which new reservation shall include 20,000 acres, and shall lie adjoining or near the new home to be selected for their brethren, the Iowas. If the selection shall be approved by the Secretary of the Interior he shall sell such new reserve to the Sacs and Foxes at the price per acre which the United States paid for the same, and shall cause the tribe to remove thereto as soon as practicable, but not, without the consent of the tribe, before April, 1870.

ARTICLE III.

Before the removal of the Sacs and Foxes from their present reservation there shall be paid, out of the proceeds of sales of the lands and improvements herein authorized to be sold, the amounts of the appraised value of the several improvements belonging to individual members of the tribe, which amounts shall be paid severally to the individuals owning the improvements. And, at the same time, there shall be paid to the tribe the sum of \$5,000, to enable them to complete their preparations for the journey. And the balance of the first proceeds of sales of their lands and tribal improvements, not exceeding the sum of \$5,000, shall be expended under the direction of the Secretary of the Interior in defraying incidental expenses of removal, and in subsisting the tribe during the year following their settlement on their new reservation. The remaining proceeds of sales shall be expended under the direction of the Secretary of the Interior annually, as it may be received in establishing the tribe in their new home, and in the purchase of stock, agricultural implements, and other articles needed for their comfort and improvement. The United States shall be reimbursed the cost of the new reservation out of such proceeds at such time as may, in the opinion of the Secretary of the Interior—considering the wants and interests of the tribe—be most expedient.

ARTICLE IV.

There shall be set apart from the proceeds of sales of the lands herein authorized to be sold the sum of \$4,000 for the purpose of building four houses for their chiefs, and breaking and fencing their farms on their new reservation.

ARTICLE V.

In consideration of services rendered to the tribe by their chiefs Moless, Ap-po-pa-les-ca, Ko-shi-we and Sac a-pee, and by George Goomes, their interpreter, it is agreed that each of said persons shall have set

apart to him a quarter section of land in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of said lands; but such selections shall not include the agency buildings or any improvements connected therewith. And said George Goomes shall remain interpreter for said tribe for life, or during good behavior.

ARTICLE VI.

The United States shall pay to said tribe, at their next payment of annuities, the sum now on hand and uninvested, being proceeds of sales of the trust lands, and shall invest for them in good securities such further sums as may on examination be found due them under former treaties. And the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of said tribe by white men, and report such amount as may be found due, not exceeding fifteen hundred dollars, to Congress for payment to the persons injured by such depredations.

ARTICLE VII.

The Iowa tribe of Indians are also desirous of selling their present reserve in Kansas and Nebraska, containing about 16,000 acres, and their one-half of about 6,400 acres of unsold trust lands, owned in common with the Sacs and Foxes, and of removing to a new and permanent home in the Indian territory.

It is therefore agreed that the lands of said reserve shall be surveyed as public lands are surveyed, and the improvements thereon appraised under the direction of the Secretary of the Interior, and that the St. Louis and Nebraska Trunk Railroad Company shall have the privilege of purchasing such of said lands as lie in Nebraska, and the said Atchison and Nebraska Railroad Company shall have the privilege of purchasing such of said lands as lie in Kansas, at the price of two dollars and a half per acre for the lands of the reserve, and one dollar per acre for such amount of the trust lands as may be computed as belonging wholly to the Iowas, at any time ten days before the date fixed for the removal of the Iowas from their present reservation, which date shall be fixed and forty days' notice thereof in advance given to each of said companies by the Secretary of the Interior.

The purchase of the lands of the Iowas herein authorized to be made by said St. Louis and Nebraska Trunk Railroad Company shall be made on the same terms and conditions prescribed in the first article of this treaty for its purchase of the lands of the Sacs and Foxes in Nebraska, in respect of payment for the lands, for improvements, and for cost of survey and appraisal, forfeiture for failure to make full and punctual payment, issue and effect of certificates, issue of patents and condition to be inserted therein, and in every other respect whatsoever. And the purchase of the lands of the Iowas herein authorized to be made by said Atchison and Nebraska Railroad Company shall in like manner be made on the same terms and conditions in the particulars in this article enumerated, and in every other respect whatsoever as are prescribed in the first article of this treaty for its purchase of the lands of the Sacs and Foxes in Kansas.

And in case of failure to purchase, or forfeiture, by either of said companies under the provisions of this article, the lands not purchased or forfeited shall be sold by the Secretary of the Interior precisely as provided in article first for the sale of the lands of the Sacs and Foxes not purchased or forfeited, with like privilege to *bona fide* purchasers from the railroad company which after purchase and partial payment may forfeit the same.

ARTICLE VIII.

A new home in the Indian territory, including twenty-five sections of land, shall be selected for the Iowas by a delegation of the tribe, and sold to it in like manner and on like terms with the reserve to be provided for the Sacs and Foxes, and the Iowas shall remove thereto as soon as practicable, but not, unless with their consent, before the spring of 1870.

ARTICLE IX.

Before the removal of the Iowas from their present reservation there shall be paid to the several members of the tribe owning improvements the proceeds of the sale thereof. Five thousand dollars of the first proceeds of sale of their lands herein authorized to be sold shall be expended in defraying the cost of removal and of preparations therefor. Three thousand dollars shall be paid them for subsistence at each of the two semi-annual payments next after removal. Three thousand dollars shall be expended under the direction of the Secretary of the Interior in the purchase of work-horses, and three thousand dollars in cows and hogs. The balance of the proceeds of sale of their lands, after paying for their new reservation, shall be expended, with the assent of their chiefs, in building a mill, houses, fencing, breaking ground, and in so establishing the tribe in their new home as to make them self-supporting.

ARTICLE X.

The United States shall pay to the Iowas, at their next payment of annuities, the sum now on hand and uninvested, being proceeds of sale of the trust lands belonging to them and such interest thereon as may be due, and shall invest for them in good securities any further sum which on examination may be found due them, and the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of the tribe by white men, and report such amount as may be found due, not exceeding twenty-five hundred dollars, to Congress for payment to the persons injured by such depredations.

ARTICLE XI.

In consideration of the services rendered the Iowas by their chiefs Tar-a-kee, Nag-a-rash, To-hee-mahee, Ki-he-ga and Cra-ton-sha-wa, and by Elisha Doran their interpreter, it is agreed that each of said persons shall have set apart to him 80 acres of land in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of the lands. - But such selections shall not include the agency buildings nor any improvements connected therewith.

ARTICLE XII.

After the date of the promulgation of this treaty none of the parties shall sell or dispose of any timber, fencing, or other improvements on either of said reserves.

ARTICLE XIII.

The United States shall pay the expenses of negotiating this treaty, not exceeding \$1,000 for each delegation.

ARTICLE XIV.

All provisions of former treaties with the Sacs and Foxes, and the Iowas, not inconsistent with the provisions of this treaty, shall remain in full force and effect, and any amendments to this treaty which may be made by the Senate, not changing the amounts to be received for their lands or the payments to be made to either tribe, are hereby accepted and ratified in advance.

In testimony whereof, the said commissioners and the said delegates have hereunto set their hands and seals at the date and place first above written.

HAMPTON B. DENMAN, [SEAL.]
Superintendent of Indian Affairs and Commissioner.

THOMAS MURPHY, [SEAL.]
Superintendent Indian Affairs and Commissioner.

MOLESS, or White Fish, his × mark, [SEAL.]

AP-PAH-PA-LES-CA, or Big Bear, his × mark, [SEAL.]

SAC-A-PEE, or Shell Fish, his × mark, [SEAL.]

KO SHI-WE, or Sea Water, his × mark, [SEAL.]

Chiefs of the Sacs and Foxes of Missouri.

Witness—

C. H. NORRIS,
United States Indian Agent.

GEORGE GOOMES, his × mark,
U. S. Interpreter for the Sacs and Foxes of the Missouri.

D. R. HOLT.

H. R. CLUM.

C. H. MCKNIGHT.

NAG-A-RASH, or British, his × mark, [SEAL.]

TO-HEE, or Briar, his × mark, [SEAL.]

MAH-HEE, or Knife, his × mark, [SEAL.]

TARA-KEE, or Wolf, his × mark, [SEAL.]

KI-HE-GA, or Little Chief, his × mark, [SEAL.]

CRA-TON-THA-WAY, or Black Hawk, his × mark, [SEAL.]

Chiefs of the Iowa tribe of Indians.

Witness—

C. H. NORRIS,
United States Indian Agent.

ELISHA DORIAN, his × mark,
United States Interpreter for the Iowa Indians.

D. R. HOLT.

C. H. MCKNIGHT.

H. R. CLUM.

40th. lesson }
30 Sept. } Ex N.N.

Treaty
between the U. S. and the
Sae and Fox of the Missouri
and the Iowa tribes of
Indians, concluded on
the 11th February 1869, at
Washington, D.C.

1869. Mar 3 Read and
referred to the Com. on
Indian Affairs and
ordered to be printed

" Mar 11. Recommitted

41 Mr. Long, 2nd Secy.

MESSAGE
OF THE
PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A treaty concluded on the 11th February, 1869, at Washington, D. C., between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

MARCH 3, 1869.—Read; treaty read the first time, referred to the Committee on Indian Affairs, and, with the message and accompanying documents, ordered to be printed in confidence for the use of the Senate.

To the Senate of the United States:

I herewith lay before the Senate, for its constitutional action thereon, a treaty concluded on the 11th instant in the city of Washington between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

A letter of the Secretary of the Interior of the 16th instant, together with the letters therein referred to, accompany the treaty.

For the reasons stated in the accompanying communications, I request to withdraw from the Senate a treaty with the Sac and Fox Indians of the Missouri, concluded February 19, 1867, now pending before that body.

ANDREW JOHNSON.

EXECUTIVE MANSION, *February 17, 1869.*

DEPARTMENT OF THE INTERIOR,

Washington, D. C., February 16, 1869.

SIR: I have the honor to transmit herewith, to be laid before the Senate for its constitutional action thereon, a treaty concluded on the 11th instant at Washington, D. C., between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

A letter of the Commissioner of Indian Affairs, and the letter therein referred to from Messrs. H. B. Denman and Thomas Murphy, the commissioners who negotiated the treaty, are also herewith transmitted.

For the reasons stated in said letters I have the honor to request that the treaty concluded with the Sac and Fox of the Missouri tribe of Indians, on the 19th of February, 1867, now pending before the Senate, be withdrawn.

Very respectfully, your obedient servant,

O. H. BROWNING,
Secretary.

The PRESIDENT.

DEPARTMENT OF INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 15, 1869.

SIR: I have the honor to submit herewith a treaty concluded on the 11th instant at Washington, D. C., by Superintendents Denman and Murphy, duly authorized commissioners on the part of the United States, with the Sac and Fox of the Missouri and the Iowa tribes of Indians. I respectfully recommend, should you approve the same, that this treaty be sent to the President, to be by him laid before the Senate for its constitutional action thereon.

I also transmit herewith a letter dated the 11th instant from said commissioners enclosing said treaty to this office, also copies of this letter and the treaty.

The commissioners state in their letter that it is the desire of the chiefs of the Sac and Fox of the Missouri tribe of Indians that the treaty concluded with said tribe on the 19th day of February, 1867, and now pending before the Senate, be withdrawn, the present treaty submitted herewith being more satisfactory to the Indians. I therefore respectfully recommend that the request be made through the President for the withdrawal of said treaty from the Senate.

Very respectfully, your obedient servant,

N. G. TAYLOR,
Commissioner.

Hon. O. H. BROWNING,
Secretary of the Interior.

WASHINGTON, D. C., February 11, 1869.

SIR: Under authority contained in office letter of the 15th ultimo, and by virtue of our authority as commissioners appointed by the President to negotiate treaties at Washington, D. C., with the Sac and Fox of the Missouri, the Iowas, and the Otoe and Missouri tribes of Indians, dated January 15, 1869, we have the honor to inform you that we have this day concluded a joint treaty with the Sac and Fox of Missouri and Iowa tribes of Indians, which we herewith transmit.

The treaty in all of its provisions meets with the cordial approbation of the delegations of chiefs of said tribes now in this city, and we believe it to be just and fair to all the parties interested in it.

At the request of the chiefs of the Sac and Fox of Missouri, we would respectfully represent that it is their desire that the treaty made with them at Washington city, D. C., on the 19th day of February, 1867, and now pending, be withdrawn by the President from the Senate, as the treaty made by them this day is in all respects more satisfactory to the tribe.

Very respectfully, your obedient servants,

H. B. DENMAN,
Superintendent Indian Affairs and Commissioner.
THOMAS MURPHY,
Superintendent Indian Affairs and Commissioner.

Hon. N. G. TAYLOR,
Commissioner Indian Affairs.

ARTICLES.

OF

AGREEMENT AND CONVENTION,

MADE AND CONCLUDED.

In the city of Washington, on the eleventh day of February, 1869, between the United States of America, by their commissioners, Hampton B. Denman, superintendent of Indian affairs for the northern superintendency, and Thomas Murphy, superintendent of Indian affairs for the central superintendency, and the Sacs and Foxes of Missouri, by their delegates, Moless, head chief; Appah-pa-les-ca, second chief; Sa-ca-pee, third chief; and Ka-shi-ue, councilman; and the Iowa tribe of Indians, by their delegates, Tar-a-kee, Nag-ga-rash, To-hee, Mah-hee, Ki-he-ga, and Cra-ton-the-wa; said delegates being duly authorized by their respective tribes of Indians to treat in their behalf.

ARTICLE I.

The Sacs and Foxes of Missouri desire to secure a new and permanent home in the Indian territory, and to sell their present reserve in Kansas and Nebraska, containing about sixteen thousand acres, which is particularly described in the third article of their treaty, concluded March 6, 1861, and also their interest in about six thousand four hundred acres of the unsold trust lands, which were provided to be sold for the equal benefit of themselves and the Iowa tribe of Indians, under the second and third articles of said treaty. It is, therefore, agreed that such of said lands as are not now surveyed shall immediately on the promulgation of this treaty be surveyed, and the improvements on their reserve appraised under the direction of the Secretary of the Interior, and that the St. Louis and Nebraska Trunk Railroad Company, a corporation duly organized under the laws of the State of Nebraska, shall have the privilege of purchasing all the lands of said reserve which lie in the State of Nebraska, at the price of two dollars per acre, with the appraised value of the improvements added, and all of their half of the said trust lands which lie in Nebraska, at one dollar per acre, for the number of acres computed as belonging to their half, at any time ten days before the day fixed for the removal of said Sacs and Foxes from their present reservation, (which date shall be fixed, and forty days' notice thereof in advance given to said company by the Secretary of the Interior,) on the following terms and conditions, to wit:

On the date of such purchase said railroad company shall pay in cash to the Secretary of the Interior one-fourth of the amount of the purchase money for said lands purchased, and the whole amount of the appraised value of the improvements thereon, and the whole of the expenses of survey and appraisal, and shall execute and deliver to him its bond for the payment of the balance of the purchase money for said lands in three equal annual instalments falling due in one, two, and three years respectively, from the date of such purchase, with interest payable annually on all the purchase money remaining unpaid, at the

rate of five per cent. per annum. Upon the cash payments being made and the bond for deferred payments being delivered by said company as herein required, the Secretary of the Interior shall issue to said company certificates of purchase of the several parcels of said land as it may require them, each of which certificates shall be deemed and held in all courts evidence of the right of possession in said company of the land described therein, unless such right shall be forfeited as hereinafter provided. And if said company shall pay the whole amount of the purchase money of said lands and improvements and of the expenses herein required to be paid by it, at or before the times prescribed for such several payments, together with interest on deferred payments from the date of purchase to the date of actual payment, patents shall be issued to said company for all of said lands purchased by it: *Provided*, That no patent shall issue to said company for any part of said lands until it shall have constructed twenty miles of its line of railroad between the Kansas State line and Omaha. *And provided further*, That each patent shall contain the condition that the lands granted therein shall be sold by said company within five years from the date of such patent.

In case said company shall fail to purchase said lands within the time above prescribed, or to make the payments hereinbefore required to be made at the date of such purchase, or shall fail to pay any part of the principal or interest of said bond, within thirty days from the date when the same becomes due and payable, then it shall forfeit all payments theretofore made by it, and all right, title, and interest in and to all and every part of said lands; and the said lands and improvements shall thereupon be sold under the direction of the Secretary of the Interior, in parcels not exceeding 160 acres each, to the highest bidder for cash, the sale to be made on sealed proposals, after proclamation by public advertisement, as provided for the sale of the trust lands under the 2d article of said treaty of March 6, 1861: *Provided*, That no bid shall be received at less than one dollar and a half an acre for the lands of said reserve, nor at less than seventy-five cents per acre for the said trust lands. *Provided further*, That in case said railroad company, after paying the hand payment and the costs of survey and appraisement herein required, shall forfeit its right of purchase of said lands, any person who may have in good faith purchased any of said lands from it shall have the right to a patent for the lands so purchased on paying therefor to the Secretary of the Interior, at the rate of one dollar per acre if they be trust lands, and two dollars per acre if they be lands of the reserve.

And if it shall be ascertained that any of the lands of said reserve or any of said trust lands lie in the State of Kansas, then the Atchison and Nebraska Railroad Company, a corporation duly organized under the laws of the State of Kansas, shall have the privilege of purchasing all such lands lying in Kansas, and the improvements thereon, on the same terms and conditions in every respect, except as to construction of railroad, hereinbefore prescribed for the purchase by the St. Louis and Nebraska Trunk Railroad Company of such of said reserve and trust lands as lie in Nebraska. And in case of the failure of said Atchison and Nebraska Railroad Company to purchase, or lie in Kansas shall be disposed of in the manner prescribed for in case of its forfeiture after purchase, such of said lands as the disposal of said reserve and trust lands in Nebraska, in case said St. Louis and Nebraska Trunk Railroad Company should forfeit or fail to purchase the same, with like privileges to *bona fide* purchasers from the company after part payment and forfeiture by it: *Provided*, That no

patent shall issue to said Atchison and Nebraska Railroad Company until it shall have paid in full for said lands and improvements lying in Kansas and for surveying the lands where they are not now surveyed and for appraising the improvements thereon, punctually within the time prescribed for like payments by the said St. Louis and Nebraska Trunk Railroad Company, nor until it shall have constructed 20 miles of railroad from Atchison northwardly in the direction of Omaha.

ARTICLE II.

As soon as practicable after the ratification of this treaty a delegation of the Sacs and Foxes shall be sent to the Indian territory by the Secretary of the Interior, accompanied by such officer of the department as he shall designate, who shall select there a new reservation for the permanent home of the tribe out of the lands recently purchased by the United States for the settlement of Indian tribes thereon, which new reservation shall include 20,000 acres, and shall lie adjoining or near the new home to be selected for their brethren, the Iowas. If the selection shall be approved by the Secretary of the Interior he shall sell such new reserve to the Sacs and Foxes at the price per acre which the United States paid for the same, and shall cause the tribe to remove thereto as soon as practicable, but not, without the consent of the tribe, before April, 1870.

ARTICLE III.

Before the removal of the Sacs and Foxes from their present reservation there shall be paid, out of the proceeds of sales of the lands and improvements herein authorized to be sold, the amounts of the appraised value of the several improvements belonging to individual members of the tribe, which amounts shall be paid severally to the individuals owning the improvements. And, at the same time, there shall be paid to the tribe the sum of \$5,000, to enable them to complete their preparations for the journey. And the balance of the first proceeds of sales of their lands and tribal improvements, not exceeding the sum of \$5,000, shall be expended under the direction of the Secretary of the Interior in defraying incidental expenses of removal, and in subsisting the tribe during the year following their settlement on their new reservation. The remaining proceeds of sales shall be expended under the direction of the Secretary of the Interior annually, as it may be received in establishing the tribe in their new home, and in the purchase of stock, agricultural implements, and other articles needed for their comfort and improvement. The United States shall be reimbursed the cost of the new reservation out of such proceeds at such time as may, in the opinion of the Secretary of the Interior—considering the wants and interests of the tribe—be most expedient.

ARTICLE IV.

There shall be set apart from the proceeds of sales of the lands herein authorized to be sold the sum of \$4,000 for the purpose of building four houses for their chiefs, and breaking and fencing their farms on their new reservation.

ARTICLE V.

In consideration of services rendered to the tribe by their chiefs Moless, Ap-po-pa-les-ca, Ko-shi-we and Sac a-pee, and by George Goomes, their interpreter, it is agreed that each of said persons shall have set

apart to him a quarter section of land in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of said lands; but such selections shall not include the agency buildings or any improvements connected therewith. And said George Goomes shall remain interpreter for said tribe for life, or during good behavior.

ARTICLE VI.

The United States shall pay to said tribe, at their next payment of annuities, the sum now on hand and uninvested, being proceeds of sales of the trust lands, and shall invest for them in good securities such further sums as may on examination be found due them under former treaties. And the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of said tribe by white men, and report such amount as may be found due, not exceeding fifteen hundred dollars, to Congress for payment to the persons injured by such depredations.

ARTICLE VII.

The Iowa tribe of Indians are also desirous of selling their present reserve in Kansas and Nebraska, containing about 16,000 acres, and their one-half of about 6,400 acres of unsold trust lands, owned in common with the Sacs and Foxes, and of removing to a new and permanent home in the Indian territory.

It is therefore agreed that the lands of said reserve shall be surveyed as public lands are surveyed, and the improvements thereon appraised under the direction of the Secretary of the Interior, and that the St. Louis and Nebraska Trunk Railroad Company shall have the privilege of purchasing such of said lands as lie in Nebraska, and the said Atchison and Nebraska Railroad Company shall have the privilege of purchasing such of said lands as lie in Kansas, at the price of two dollars and a half per acre for the lands of the reserve, and one dollar per acre for such amount of the trust lands as may be computed as belonging wholly to the Iowas, at any time ten days before the date fixed for the removal of the Iowas from their present reservation, which date shall be fixed and forty days' notice thereof in advance given to each of said companies by the Secretary of the Interior.

The purchase of the lands of the Iowas herein authorized to be made by said St. Louis and Nebraska Trunk Railroad Company shall be made on the same terms and conditions prescribed in the first article of this treaty for its purchase of the lands of the Sacs and Foxes in Nebraska, in respect of payment for the lands, for improvements, and for cost of survey and appraisement, forfeiture for failure to make full and punctual payment, issue and effect of certificates, issue of patents and condition to be inserted therein, and in every other respect whatsoever. And the purchase of the lands of the Iowas herein authorized to be made by said Atchison and Nebraska Railroad Company shall in like manner be made on the same terms and conditions in the particulars in this article enumerated, and in every other respect whatsoever as are prescribed in the first article of this treaty for its purchase of the lands of the Sacs and Foxes in Kansas.

And in case of failure to purchase, or forfeiture, by either of said companies under the provisions of this article, the lands not purchased or forfeited shall be sold by the Secretary of the Interior precisely as provided in article first for the sale of the lands of the Sacs and Foxes not purchased or forfeited, with like privilege to *bona fide* purchasers from the railroad company which after purchase and partial payment may forfeit the same.

ARTICLE VIII.

A new home in the Indian territory, including twenty-five sections of land, shall be selected for the Iowas by a delegation of the tribe, and sold to it in like manner and on like terms with the reserve to be provided for the Sacs and Foxes, and the Iowas shall remove thereto as soon as practicable, but not, unless with their consent, before the spring of 1870.

ARTICLE IX.

Before the removal of the Iowas from their present reservation there shall be paid to the several members of the tribe owning improvements the proceeds of the sale thereof. Five thousand dollars of the first proceeds of sale of their lands herein authorized to be sold shall be expended in defraying the cost of removal and of preparations therefor. Three thousand dollars shall be paid them for subsistence at each of the two semi-annual payments next after removal. Three thousand dollars shall be expended under the direction of the Secretary of the Interior in the purchase of work-horses, and three thousand dollars in cows and hogs. The balance of the proceeds of sale of their lands, after paying for their new reservation, shall be expended, with the assent of their chiefs, in building a mill, houses, fencing, breaking ground, and in so establishing the tribe in their new home as to make them self-supporting.

ARTICLE X.

The United States shall pay to the Iowas, at their next payment of annuities, the sum now on hand and uninvested, being proceeds of sale of the trust lands belonging to them and such interest thereon as may be due, and shall invest for them in good securities any further sum which on examination may be found due them, and the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of the tribe by white men, and report such amount as may be found due, not exceeding twenty-five hundred dollars, to Congress for payment to the persons injured by such depredations.

ARTICLE XI.

In consideration of the services rendered the Iowas by their chiefs Tar-a-kee, Nag-a-rash, To-hee-mahee, Ki-he-ga and Cra-ton-sha-wa, and by Elisha Doran their interpreter, it is agreed that each of said persons shall have set apart to him 80 acres of land in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of the lands: But such selections shall not include the agency buildings nor any improvements connected therewith.

ARTICLE XII.

After the date of the promulgation of this treaty none of the parties shall sell or dispose of any timber, fencing, or other improvements on either of said reserves.

ARTICLE XIII.

The United States shall pay the expenses of negotiating this treaty, not exceeding \$1,000 for each delegation.

ARTICLE XIV.

All provisions of former treaties with the Sacs and Foxes, and the Iowas, not inconsistent with the provisions of this treaty, shall remain in full force and effect, and any amendments to this treaty which may be made by the Senate, not changing the amounts to be received for their lands or the payments to be made to either tribe, are hereby accepted and ratified in advance.

In testimony whereof, the said commissioners and the said delegates have hereunto set their hands and seals at the date and place first above written.

HAMPTON B. DENMAN, [SEAL.]
Superintendent of Indian Affairs and Commissioner.

THOMAS MURPHY, [SEAL.]
Superintendent Indian Affairs and Commissioner.

MOLESS, or White Fish, his x mark, [SEAL.]

AP-PAH-PA-LES-CA, or Big Bear, his x mark, [SEAL.]

SAC-A-PEE, or Shell Fish, his x mark, [SEAL.]

KO SHI-WE, or Sea Water, his x mark, [SEAL.]
Chiefs of the Sacs and Foxes of Missouri.

Witness—

C. H. NORRIS,
United States Indian Agent.

GEORGE GOOMES, his x mark,
U. S. Interpreter for the Sacs and Foxes of the Missouri.

D. R. HOLT.

H. R. CLUM.

C. H. MCKNIGHT.

NAG-A-RASH, or British, his x mark, [SEAL.]

TO-HEE, or Briar, his x mark, [SEAL.]

MAH-HEE, or Knife, his x mark, [SEAL.]

TARA-KEE, or Wolf, his x mark, [SEAL.]

KI-HE-GA, or Little Chief, his x mark, [SEAL.]

CRA-TON-THA-WAY, or Black Hawk, his x mark, [SEAL.]
Chiefs of the Iowa tribe of Indians.

Witness—

C. H. NORRIS,
United States Indian Agent.

ELISHA DORIAN, his x mark,
United States Interpreter for the Iowa Indians.

D. R. HOLT.

C. H. MCKNIGHT.

H. R. CLUM.

MESSAGE

OF THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A treaty concluded on the 11th February, 1869, at Washington, D. C., between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

MARCH 3, 1869.—Read; treaty read the first time, referred to the Committee on Indian Affairs, and, with the message and accompanying documents, ordered to be printed in confidence for the use of the Senate.

To the Senate of the United States:

I herewith lay before the Senate, for its constitutional action thereon, a treaty concluded on the 11th instant in the city of Washington between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

A letter of the Secretary of the Interior of the 16th instant, together with the letters therein referred to, accompany the treaty.

For the reasons stated in the accompanying communications, I request to withdraw from the Senate a treaty with the Sac and Fox Indians of the Missouri, concluded February 19, 1867, now pending before that body.

ANDREW JOHNSON.

EXECUTIVE MANSION, *February 17, 1869.*

DEPARTMENT OF THE INTERIOR,

Washington, D. C., February 16, 1869.

SIR: I have the honor to transmit herewith, to be laid before the Senate for its constitutional action thereon, a treaty concluded on the 11th instant at Washington, D. C., between the United States and the Sac and Fox of the Missouri and the Iowa tribes of Indians.

A letter of the Commissioner of Indian Affairs, and the letter therein referred to from Messrs. H. B. Denman and Thomas Murphy, the commissioners who negotiated the treaty, are also herewith transmitted.

For the reasons stated in said letters I have the honor to request that the treaty concluded with the Sac and Fox of the Missouri tribe of Indians, on the 19th of February, 1867, now pending before the Senate, be withdrawn.

Very respectfully, your obedient servant,

O. H. BROWNING,
Secretary.

The PRESIDENT.

DEPARTMENT OF INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, D. C., February 15, 1869.

SIR: I have the honor to submit herewith a treaty concluded on the 11th instant at Washington, D. C., by Superintendents Denman and Murphy, duly authorized commissioners on the part of the United States, with the Sac and Fox of the Missouri and the Iowa tribes of Indians. I respectfully recommend, should you approve the same, that this treaty be sent to the President, to be by him laid before the Senate for its constitutional action thereon.

I also transmit herewith a letter dated the 11th instant from said commissioners enclosing said treaty to this office, also copies of this letter and the treaty.

The commissioners state in their letter that it is the desire of the chiefs of the Sac and Fox of the Missouri tribe of Indians that the treaty concluded with said tribe on the 19th day of February, 1867, and now pending before the Senate, be withdrawn, the present treaty submitted herewith being more satisfactory to the Indians. I therefore respectfully recommend that the request be made through the President for the withdrawal of said treaty from the Senate.

Very respectfully, your obedient servant,

N. G. TAYLOR,
Commissioner.

Hon. O. H. BROWNING,
Secretary of the Interior.

WASHINGTON, D. C., February 11, 1869.

SIR: Under authority contained in office letter of the 15th ultimo, and by virtue of our authority as commissioners appointed by the President to negotiate treaties at Washington, D. C., with the Sac and Fox of the Missouri, the Iowas, and the Otoe and Missouri tribes of Indians, dated January 15, 1869, we have the honor to inform you that we have this day concluded a joint treaty with the Sac and Fox of Missouri and Iowa tribes of Indians, which we herewith transmit.

The treaty in all of its provisions meets with the cordial approbation of the delegations of chiefs of said tribes now in this city, and we believe it to be just and fair to all the parties interested in it.

At the request of the chiefs of the Sac and Fox of Missouri, we would respectfully represent that it is their desire that the treaty made with them at Washington city, D. C., on the 19th day of February, 1867, and now pending, be withdrawn by the President from the Senate, as the treaty made by them this day is in all respects more satisfactory to the tribe.

Very respectfully, your obedient servants,

H. B. DENMAN,
Superintendent Indian Affairs and Commissioner.
THOMAS MURPHY,
Superintendent Indian Affairs and Commissioner.

Hon. N. G. TAYLOR,
Commissioner Indian Affairs.

ARTICLES
OF
AGREEMENT AND CONVENTION,

MADE AND CONCLUDED

In the city of Washington, on the eleventh day of February, 1869, between the United States of America, by their commissioners, Hampton B. Denman, superintendent of Indian affairs for the northern superintendency, and Thomas Murphy, superintendent of Indian affairs for the central superintendency, and the Sacs and Foxes of Missouri, by their delegates, Moless, head chief; Ap-pah-pa-les-ca, second chief; Sa-ca-pee, third chief; and Ka-shi-ice, councilman; and the Iowa tribe of Indians, by their delegates, Tar-a-kee, Nag-ga-rash, To-hee, Mah-hee, Ki-he-ga, and Cra-ton-the-wa; said delegates being duly authorized by their respective tribes of Indians to treat in their behalf.

ARTICLE I.

The Sacs and Foxes of Missouri desire to secure a new and permanent home in the Indian territory, and to sell their present reserve in Kansas and Nebraska, containing about sixteen thousand acres, which is particularly described in the third article of their treaty, concluded March 6, 1861, and also their interest in about six thousand four hundred acres of the unsold trust lands, which were provided to be sold for the equal benefit of themselves and the Iowa tribe of Indians, under the second and third articles of said treaty. It is, therefore, agreed that such of said lands as are not now surveyed shall immediately on the promulgation of this treaty be surveyed, and the improvements on their reserve appraised under the direction of the Secretary of the Interior, and that the St. Louis and Nebraska Trunk Railroad Company, a corporation duly organized under the laws of the State of Nebraska, shall have the privilege of purchasing all the lands of said reserve which lie in the State of Nebraska, at the price of two dollars per acre, with the appraised value of the improvements added, and all of their half of the said trust lands which lie in Nebraska, at one dollar per acre, for the number of acres computed as belonging to their half, at any time ten days before the day fixed for the removal of said Sacs and Foxes from their present reservation, (which date shall be fixed, and forty days' notice thereof in advance given to said company by the Secretary of the Interior,) on the following terms and conditions, to wit:

On the date of such purchase said railroad company shall pay in cash to the Secretary of the Interior one-fourth of the amount of the purchase money for said lands purchased, and the whole amount of the appraised value of the improvements thereon, and the whole of the expenses of survey and appraisement, and shall execute and deliver to him its bond for the payment of the balance of the purchase money for said lands in three equal annual instalments falling due in one, two, and three years respectively, from the date of such purchase, with interest payable annually on all the purchase money remaining unpaid, at the

rate of five per cent. per annum. Upon the cash payments being made and the bond for deferred payments being delivered by said company as herein required, the Secretary of the Interior shall issue to said company certificates of purchase of the several parcels of said land as it may require them, each of which certificates shall be deemed and held in all courts evidence of the right of possession in said company of the land described therein, unless such right shall be forfeited as hereinafter provided. And if said company shall pay the whole amount of the purchase money of said lands and improvements and of the expenses herein required to be paid by it, at or before the times prescribed for such several payments, together with interest on deferred payments from the date of purchase to the date of actual payment, patents shall be issued to said company for all of said lands purchased by it: *Provided*, That no patent shall issue to said company for any part of said lands until it shall have constructed twenty miles of its line of railroad between the Kansas State line and Omaha. *And provided further*, That each patent shall contain the condition that the lands granted therein shall be sold by said company within five years from the date of such patent.

In case said company shall fail to purchase said lands within the time above prescribed, or to make the payments hereinbefore required to be made at the date of such purchase, or shall fail to pay any part of the principal or interest of said bond, within thirty days from the date when the same becomes due and payable, then it shall forfeit all payments theretofore made by it, and all right, title, and interest in and to all and every part of said lands; and the said lands and improvements shall thereupon be sold under the direction of the Secretary of the Interior, in parcels not exceeding 160 acres each, to the highest bidder for cash, the sale to be made on sealed proposals, after proclamation by public advertisement, as provided for the sale of the trust lands under the 2d article of said treaty of March 6, 1861: *Provided*, That no bid shall be received at less than one dollar and a half an acre for the lands of said reserve, nor at less than seventy-five cents per acre for the said trust lands. *Provided further*, That in case said railroad company, after paying the hand payment and the costs of survey and appraisement herein required, shall forfeit its right of purchase of said lands, any person who may have in good faith purchased any of said lands from it shall have the right to a patent for the lands so purchased on paying therefor to the Secretary of the Interior, at the rate of one dollar per acre if they be trust lands, and two dollars per acre if they be lands of the reserve.

And if it shall be ascertained that any of the lands of said reserve or any of said trust lands lie in the State of Kansas, then the Atchison and Nebraska Railroad Company, a corporation duly organized under the laws of the State of Kansas, shall have the privilege of purchasing all such lands lying in Kansas, and the improvements thereon, on the same terms and conditions in every respect, except as to construction of railroad, hereinbefore prescribed for the purchase by the St. Louis and Nebraska Trunk Railroad Company of such of said reserve and trust lands as lie in Nebraska. And in case of the failure of said Atchison and Nebraska Railroad Company to purchase, or lie in Kansas shall be disposed of in the manner prescribed for in case of its forfeiture after purchase, such of said lands as the disposal of said reserve and trust lands in Nebraska, in case said St. Louis and Nebraska Trunk Railroad Company should forfeit or fail to purchase the same, with like privileges to *bona fide* purchasers from the company after part payment and forfeiture by it: *Provided*, That no

patent shall issue to said Atchison and Nebraska Railroad Company until it shall have paid in full for said lands and improvements lying in Kansas and for surveying the lands where they are not now surveyed and for appraising the improvements thereon, punctually within the time prescribed for like payments by the said St. Louis and Nebraska Trunk Railroad Company, nor until it shall have constructed 20 miles of railroad from Atchison northwardly in the direction of Omaha.

ARTICLE II.

As soon as practicable after the ratification of this treaty a delegation of the Sacs and Foxes shall be sent to the Indian territory by the Secretary of the Interior, accompanied by such officer of the department as he shall designate, who shall select there a new reservation for the permanent home of the tribe out of the lands recently purchased by the United States for the settlement of Indian tribes thereon, which new reservation shall include 20,000 acres, and shall lie adjoining or near the new home to be selected for their brethren, the Iowas. If the selection shall be approved by the Secretary of the Interior he shall sell such new reserve to the Sacs and Foxes at the price per acre which the United States paid for the same, and shall cause the tribe to remove thereto as soon as practicable, but not, without the consent of the tribe, before April, 1870.

ARTICLE III.

Before the removal of the Sacs and Foxes from their present reservation there shall be paid, out of the proceeds of sales of the lands and improvements herein authorized to be sold, the amounts of the appraised value of the several improvements belonging to individual members of the tribe, which amounts shall be paid severally to the individuals owning the improvements. And, at the same time, there shall be paid to the tribe the sum of \$5,000, to enable them to complete their preparations for the journey. And the balance of the first proceeds of sales of their lands and tribal improvements, not exceeding the sum of \$5,000, shall be expended under the direction of the Secretary of the Interior in defraying incidental expenses of removal, and in subsisting the tribe during the year following their settlement on their new reservation. The remaining proceeds of sales shall be expended under the direction of the Secretary of the Interior annually, as it may be received in establishing the tribe in their new home, and in the purchase of stock, agricultural implements, and other articles needed for their comfort and improvement. The United States shall be reimbursed the cost of the new reservation out of such proceeds at such time as may, in the opinion of the Secretary of the Interior—considering the wants and interests of the tribe—be most expedient.

ARTICLE IV.

There shall be set apart from the proceeds of sales of the lands herein authorized to be sold the sum of \$4,000 for the purpose of building four houses for their chiefs, and breaking and fencing their farms on their new reservation.

ARTICLE V.

In consideration of services rendered to the tribe by their chiefs Moless, Ap-po-pa-les-ca, Ko-shi-we and Sac-a-pee, and by George Goomes, their interpreter, it is agreed that each of said persons shall have set

apart to him a quarter section of land in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of said lands; but such selections shall not include the agency buildings or any improvements connected therewith. And said George Goomes shall remain interpreter for said tribe for life, or during good behavior.

ARTICLE VI.

The United States shall pay to said tribe, at their next payment of annuities, the sum now on hand and uninvested, being proceeds of sales of the trust lands, and shall invest for them in good securities such further sums as may on examination be found due them under former treaties. And the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of said tribe by white men, and report such amount as may be found due, not exceeding fifteen hundred dollars, to Congress for payment to the persons injured by such depredations.

ARTICLE VII.

The Iowa tribe of Indians are also desirous of selling their present reserve in Kansas and Nebraska, containing about 16,000 acres, and their one-half of about 6,400 acres of unsold trust lands, owned in common with the Sacs and Foxes, and of removing to a new and permanent home in the Indian territory.

It is therefore agreed that the lands of said reserve shall be surveyed as public lands are surveyed, and the improvements thereon appraised under the direction of the Secretary of the Interior, and that the St. Louis and Nebraska Trunk Railroad Company shall have the privilege of purchasing such of said lands as lie in Nebraska, and the said Atchison and Nebraska Railroad Company shall have the privilege of purchasing such of said lands as lie in Kansas, at the price of two dollars and a half per acre for the lands of the reserve, and one dollar per acre for such amount of the trust lands as may be computed as belonging wholly to the Iowas, at any time ten days before the date fixed for the removal of the Iowas from their present reservation, which date shall be fixed and forty days' notice thereof in advance given to each of said companies by the Secretary of the Interior.

The purchase of the lands of the Iowas herein authorized to be made by said St. Louis and Nebraska Trunk Railroad Company shall be made on the same terms and conditions prescribed in the first article of this treaty for its purchase of the lands of the Sacs and Foxes in Nebraska, in respect of payment for the lands, for improvements, and for cost of survey and appraisement, forfeiture for failure to make full and punctual payment, issue and effect of certificates, issue of patents and condition to be inserted therein, and in every other respect whatsoever. And the purchase of the lands of the Iowas herein authorized to be made by said Atchison and Nebraska Railroad Company shall in like manner be made on the same terms and conditions in the particulars in this article enumerated, and in every other respect whatsoever as are prescribed in the first article of this treaty for its purchase of the lands of the Sacs and Foxes in Kansas.

And in case of failure to purchase, or forfeiture, by either of said companies under the provisions of this article, the lands not purchased or forfeited shall be sold by the Secretary of the Interior precisely as provided in article first for the sale of the lands of the Sacs and Foxes not purchased or forfeited, with like privilege to *bona fide* purchasers from the railroad company which after purchase and partial payment may forfeit the same.

ARTICLE VIII.

A new home in the Indian territory, including twenty-five sections of land, shall be selected for the Iowas by a delegation of the tribe, and sold to it in like manner and on like terms with the reserve to be provided for the Sacs and Foxes, and the Iowas shall remove thereto as soon as practicable, but not, unless with their consent, before the spring of 1870.

ARTICLE IX.

Before the removal of the Iowas from their present reservation there shall be paid to the several members of the tribe owning improvements the proceeds of the sale thereof. Five thousand dollars of the first proceeds of sale of their lands herein authorized to be sold shall be expended in defraying the cost of removal and of preparations therefor. Three thousand dollars shall be paid them for subsistence at each of the two semi-annual payments next after removal. Three thousand dollars shall be expended under the direction of the Secretary of the Interior in the purchase of work-horses, and three thousand dollars, in cows and hogs. The balance of the proceeds of sale of their lands, after paying for their new reservation, shall be expended, with the assent of their chiefs, in building a mill, houses, fencing, breaking ground, and in so establishing the tribe in their new home as to make them self-supporting.

ARTICLE X.

The United States shall pay to the Iowas, at their next payment of annuities, the sum now on hand and uninvested, being proceeds of sale of the trust lands belonging to them and such interest thereon as may be due, and shall invest for them in good securities any further sum which on examination may be found due them, and the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of the tribe by white men, and report such amount as may be found due, not exceeding twenty-five hundred dollars, to Congress for payment to the persons injured by such depredations.

ARTICLE XI.

In consideration of the services rendered the Iowas by their chiefs Tar-a-kee, Nag-a-rash, To-hee-mahee, Ki-he-ga and Cra-ton-sha-wa, and by Elisha Doran their interpreter, it is agreed that each of said persons shall have set apart to him 80 acres of land in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of the lands. But such selections shall not include the agency buildings nor any improvements connected therewith.

ARTICLE XII.

After the date of the promulgation of this treaty none of the parties shall sell or dispose of any timber, fencing, or other improvements on either of said reserves.

ARTICLE XIII.

The United States shall pay the expenses of negotiating this treaty, not exceeding \$1,000 for each delegation.

ARTICLE XIV.

All provisions of former treaties with the Sacs and Foxes, and the Iowas, not inconsistent with the provisions of this treaty, shall remain in full force and effect, and any amendments to this treaty which may be made by the Senate, not changing the amounts to be received for their lands or the payments to be made to either tribe, are hereby accepted and ratified in advance.

In testimony whereof, the said commissioners and the said delegates have hereunto set their hands and seals at the date and place first above written.

HAMPTON B. DENMAN, [SEAL.]
Superintendent of Indian Affairs and Commissioner.

THOMAS MURPHY, [SEAL.]
Superintendent Indian Affairs and Commissioner.

MOLESS, or White Fish, his × mark, [SEAL.]

AP-PAH-PA-LES-CA, or Big Bear, his × mark, [SEAL.]

SAC-A-PEE, or Shell Fish, his × mark, [SEAL.]

KO SHI-WE, or Sea Water, his × mark, [SEAL.]

Chiefs of the Sacs and Foxes of Missouri.

Witness—

C. H. NORRIS,

United States Indian Agent.

GEORGE GOOMES, his × mark,

U. S. Interpreter for the Sacs and Foxes of the Missouri.

D. R. HOLT.

H. R. CLUM.

C. H. MCKNIGHT.

NAG-A-RASH, or British, his × mark, [SEAL.]

TO-HEE, or Briar, his × mark, [SEAL.]

MAH-HEE, or Knife, his × mark, [SEAL.]

TARA-KEE, or Wolf, his × mark, [SEAL.]

KI-HE-GA, or Little Chief, his × mark, [SEAL.]

CRA-TON-THA-WAY, or Black Hawk, his × mark, [SEAL.]

Chiefs of the Iowa tribe of Indians.

Witness—

C. H. NORRIS,

United States Indian Agent.

ELISHA DORIAN, his × mark,

United States Interpreter for the Iowa Indians.

D. R. HOLT.

C. H. MCKNIGHT.

H. R. CLUM.

Received Feb 24

Doc N 54-69

Sac & Tot of
Missouri
Feb 11-1869

Original

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Treaty files

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Articles of Agreement and Convention
made and concluded in the City of
Washington, on the eleventh day of February
1869, between the United States of America, by
their Commissioners Hampton B. Denman, Super-
intendent of Indian Affairs for the Northern
Superintendency, and Thomas Murphy, Superintendent
of Indian Affairs for the Central Superintendency,
and the Sacs and Foxes of Missouri, by their delegates;
Moleps, Head Chief; Ap-pah-pa-les-ca, Second Chief;
Sa-ca-pee, third Chief; and Ka-shi-we, Council-
man; — and the Iowa tribe of Indians, by their
delegates; Tar-a-lee; Nag-ga-rash; To-lee; Mah-
lee; Ki-he-ga; and Cra-tow-tha-wa; said delegates
being duly authorized by their respective tribes of Indians
to treat in their behalf.

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Art. 1. The Sacs and Foxes of Missouri
desire to Secure a new and permanent
home in the Indian Territory; and to sell
their present reserve in Kansas and Nebraska,
containing about sixteen thousand acres, - which
is particularly described in the 3rd. article of
their treaty, ~~ratified~~ ^{concluded} March 6th, 1861, - and
also their interest in about Six thousand ^{four hundred} acres
of the unsold trust lands which were provided
to be sold for the ^{equal} ~~joint~~ benefit of themselves
and the Iowa tribe of Indians under the
2nd and 3rd articles of said treaty. It is
therefore agreed that such of said lands
as are not now surveyed, shall, immediately

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ow the promulgation of this treaty, be surveyed,
and the improvements on their reserve appraised,
under the direction of the Secretary of the
Interior: and that the St. Louis and
Nebraska Trunk Railroad Company, a
corporation duly organized under the laws
of the State of Nebraska, shall have the
privilege of purchasing all of the lands of
said reserve which lie in the State of Nebraska
at the price of two dollars per acre, with the
appraised value of the improvements added,
and all of their half of the said trust lands
which lie in Nebraska at one dollar per acre,
for the number of acres computed as belonging to their half,
at any time ten days before the date fixed for

the removal of said Sacs and Foxes from their present reservation, (which date shall be fixed and forty days notice thereof in advance given to said Company by the Secretary of the Interior,) on the following terms and conditions, to wit:—

On the date of such purchase said railroad Company shall pay in cash to the Secretary of the Interior one fourth of the amount of the purchase money for said lands purchased, and the whole amount of the appraised value of the improvements thereon, and the whole of the expenses of survey and appraisement thereof, and shall execute

and deliver to him its bond for the payment of the balance of the purchase money for said lands in three equal annual instalments falling due in one, two, and three years respectively from the date of such purchase, with interest payable annually on all the purchase money remaining unpaid, at the rate of five per cent per annum. Upon the cash payments being made and the bond for deferred payments being delivered by said Company as herein required the Secretary of the Interior shall issue to said Company certificates of purchase of the several parcels of said lands, as it may require them, each

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of which Certificates shall be deemed and held in all Courts evidence of the rights of possession in said Company of the land described therein, unless such right shall be forfeited as hereinafter provided. And if said Company shall pay the whole amount of the purchase money of said lands and improvements and of the expenses herein required to be paid by it, at or before the times prescribed for such several payments, together with interest on deferred payments from the date of purchase to the date of actual payment, patents shall be issued to said Company for all of said lands purchased by it. Provided that no patent shall issue

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to said Company for any part of said lands until it shall have constructed twenty miles of its line of railroads between the Kansas State Line and Omaha. And provided further that each patent shall contain the condition that the lands granted therein shall be sold by said Company within five years from the date of such patent.

In case said Company shall fail to purchase said lands within the time above prescribed, or to make the payments hereinbefore required to be made at the date of such purchase, or shall fail to pay any part of the principal or interest of said bonds, within

thirty days from the date when the same becomes due and payable, then it shall forfeit all payments theretofore made by it, and all right, title and interest in and to all and every part of said lands; and the said lands and improvements shall thereupon be sold under the direction of the Secretary of the Interior, in parcels not exceeding 160 acres each, to the highest bidder for cash, the sale to be made on sealed proposals after — proclamation by public advertisement, as provided for the sale of the trust lands under the 2^d article of said treaty of March 6th, 1861. Provided that no bid shall be received

at less than one dollar and a half an acre for
the lands of said reserve, nor at less than
Seventy five cents per acre for the said trust
lands. Provided further that in case said Rail
Road Company, after paying the hand payment
and the costs of survey and appraisement
herein required, shall forfeit its right of
purchase of said lands, any persons who
may have in good faith purchased any
of said lands from it, shall have the right
to a patent for the lands so purchased on
paying therefor to the Secretary of the Interior
at the rate of one dollar per acre if they be
trust lands, and two dollars per acre if they

be lands of the reserve.

And if it shall be ascertained that any of the lands of said reserve or any of said trust lands lie in the State of Kansas, then the Atchison and Nebraska Railroad Company, a Corporation duly organized under the laws of the State of Kansas, shall have the privilege of purchasing

all such lands lying in Kansas, and the improvements thereon, on the same terms and in every respect, except as to construction of rail road, conditions hereinbefore prescribed for the purchase by the Saint Louis and Nebraska Trunk Rail road Company of such of said reserve and trust lands as lie in Nebraska. And in case of the failure of said Atchison and Nebraska Rail road Company to purchase, or in case of its forfeiture after purchase, such of said lands as lie in Kansas shall be disposed of in the manner prescribed for the disposal of said reserve and trust lands in Nebraska in case said Saint Louis and Nebraska Trunk Railroad Company should forfeit or fail to purchase the same: with like privileges to bona fide purchasers from the Company after part payment & forfeiture by it.

Provided that no patent shall issue to said
 Atchison and Nebraska Railroad Company until
 it shall have paid in full for said lands and im-
 provements lying in Kansas and for surveying the
^{lands} ~~same~~ ^{and for appraising the improvements thereon,} where they are not now surveyed, punctually
 within the time prescribed for like payments by the
 said Saint Louis and Nebraska Trunk Rail-
 road Company; nor until it shall have construct-
 ed twenty miles of railroad from Atchison north-
 wardly in the direction of Omaha.

Article II. As soon as practicable after
 the ratification of this Treaty, a delegation of the
 Sacs and Foxes shall be sent to the Indian
 Territory by the Secretary of the Interior, accom-

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panied by such officer of the Department as he shall designate, who shall select there a new reservation for the permanent home of the tribe out of the lands recently purchased by the United States for the settlement of Indian tribes thereon, which new reservation shall include twenty thousand acres and shall lie adjoining ^{or near} the new home to be selected for their brethren the Dawas. If the selection shall be approved by the Secretary of the Interior he shall sell such new reserve to the Sacs and Foxes at the price per acre which the United States paid for the same; and shall cause the Tribe to remove thereto as soon as practicable, but not, without the consent of the tribe, before April

1870. ~~For one year after such removal, subsist-
 ence shall be furnished if needed to the members of
 the Tribe under the direction of the Secretary of the
 Interior.~~

Article III. Before the removal of the Sacs
 and Foxes from their present reservation there shall
 be paid, out of the proceeds of sales of the lands and im-
 provements herein authorized to be sold, the amounts
 of the appraised value of the several improvements
 belonging to individual members of the tribe, which
 amounts shall be paid severally to the individuals
 owning the improvements. And at the same time,
 there shall be paid to the tribe, the sum of five thous-
 and dollars to enable them to complete their

X
 preparations for the journey. And ~~an additional~~
 the balance of the first proceeds of sales of their lands & tribal
^{improvements, not exceeding the}
 sum of five thousand dollars, shall be expended, ~~if~~
~~necessary~~, under the direction of the Secretary of the
 Interior, in defraying incidental expenses of removal
 and in subsisting ~~needed members of~~ the tribe during
 the year following their settlement on their new reser-
 vation. The remaining proceeds of sales shall
 be expended under the direction of the Secretary of the
 Interior annually as it may be received in establish-
 ing the tribe in their new home, and in the purchase
 of stock, agricultural implements, and other articles
 needed for their comfort and improvement. The
 United States shall be re-imbursed the cost of the new
 reservation out of such proceeds at such time as may,

in the opinion of the Secretary of the Interior, considering the wants and interests of the tribe, be most expedient.

Article IV. There shall be set apart from the proceeds of sales of the lands herein authorized to be sold the sum of four thousand dollars for the purpose of building four houses for their chiefs and breaking and fencing their farms on their new reservation

Article V. In consideration of services rendered to the tribe by their chiefs Moless, Ap-po-pa-les-ca, Ko-shi-we and Sac-a-pee, and by George Goomes their Interpreter, it is agreed that each of said persons shall have set apart to him a quarter section of land

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in a compact body in legal subdivisions, which shall be patented to him immediately after the survey of said lands: but such selections shall not include the Agency buildings nor any improvements connected therewith. And said George Gomes shall remain Interpreter for said tribe for life or during good behavior.

Article VI. The United States shall ~~pay the~~
~~expense of negotiating this Treaty not exceeding one~~
~~thousand dollars: and shall also pay to said~~
tribe at their next ~~semi annual~~ payment, of Annuities
The Sum now on hand, ^{and uninvested} being proceeds of
sales of the trust lands; and shall invest for them in
good securities such further sums as may on

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examination be found due them under former treaties. And the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of said tribe by white men, and report such amount as may be found due, not exceeding fifteen hundred dollars, to Congress for payment to the persons injured by such depredations.

Article VII. The Iowa tribe of Indians are also desirous of selling their present reserve in Kansas and Nebraska containing about sixteen thousand four hundred acres, and their one half of about six thousand acres of unsold trust lands owned in common with the Sacs and Foxes, and of removing to a new and

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permanent home in the Indian Territory

It is therefore agreed that the lands of said reserve shall be surveyed as public lands are surveyed, and the improvements thereon appraised under the direction of the Secretary of the Interior, and that the Saint-Louis and Nebraska Trunk Railroad Company shall have the privilege of purchasing such of said lands as lie in Nebraska and the said Atchison and Nebraska Railroad Company shall have the privilege of purchasing such of said lands as lie in Kansas, at the price of two dollars ^{and a half} per acre for the lands of the reserve and one dollar per acre for such amount of the trust lands as may be computed as belonging wholly to the Iowa, at any time ten days

before the date fixed for the removal of the Iowas from their present reservation (which date shall be fixed and forty days notice thereof in advance given to each of said companies by the Secretary of the Interior.)

The purchase of the lands of the Iowas herein authorized to be made by said Saint Louis and Nebraska Trunk Railroad Company shall be made on the same terms and conditions prescribed in the first article of this Treaty for its purchase of the lands of the Sacs and Foxes in Nebraska in respect of payment for the lands, for improvements and for cost of survey and appraisement, forfeiture for failure to make full and punctual payment, issue and effect of certificates, issue of patents and condition to be

inserted therein, and in every other respect whatsoever.

And the purchase of the lands of the Iowas herein authorized to be made by said Atchison and Nebraska Railroad Company shall in like manner be made on the same terms and conditions in the particulars in this article enumerated and in every other respect whatsoever, as are prescribed in the first article of this Treaty for its purchase of the lands of the Sacs and Foxes in Kansas.

And in case of failure to purchase, or forfeiture, by either of said Companies under the provisions of this article, the lands not purchased or forfeited shall be sold by the Secretary of the Interior precisely as provided in article first for the sale of the lands of the Sacs and Foxes not purchased or forfeited, with like privilege,

to bona fide purchasers from the Railroad Company which after purchase and partial payment may forfeit the same.

Article VIII. A new home in the Indian Territory including twenty-five sections of land shall be selected for the Iowas by a delegation of the tribe, and sold to it, in like manner and on like terms with the reserve to be provided for the Sacs and Foxes: and the Iowas shall remove thereto as soon as practicable but not, unless with their consent, before the Spring of 1870.

Art 9 Before the removal of the Towas from their present reservation there shall be paid to the several members of the tribe owning improvements the proceeds of the sale thereof. Five thousand dollars of the first proceeds of sale of their lands herein authorized to be sold shall be expended in defraying the cost of removal and of preparations therefor. Three thousand dollars shall be paid them for subsistence at each of the two semi-annual payments next after removal. Three thousand dollars shall be expended under the direction of the Secretary of the Interior in the

purchase of work horses, and three thousand dollars in cows and hogs.

The balance of the proceeds of sale of their lands, after paying for their new reservation, shall be expended with the assent of their Chiefs in building a mill, houses, fencing, breaking ground, and in so establishing the tribe in their new home as to make them self supporting -

Art. 10. The United States shall pay to the Doyas at their next ~~semi-~~
~~annual~~ ^{of annuities} payment, the sum
 _____ now on hand and uninvested, being proceeds of sale of the trust

lands belonging to them and such interest thereon as may be due and shall invest for them in good securities any further sum which on examination may be found due them. And the Secretary of the Interior shall cause an investigation to be had of depredations alleged to have been committed on members of the tribe by white men and report such amount as may be found due, not exceeding twenty five hundred dollars, to Congress for payment to the persons injured by such depredations.

Art. 11

In consideration of the services rendered the Doras by their chiefs Jar-a-kee, Nag-ga-rash: To-hee, Mahee, Ki-he-ga and Cra-ton-tha-wa, and by Elisha Doran their Interpreter, it is agreed that each of said persons shall have set apart to him eighty acres of land in a compact body in legal subdivisions which shall be patented to him immediately after the survey of the lands. But such selections shall not include the agency buildings: nor any improvements connected therewith

Art 12. After the date of the promulgation of this Treaty, none of the parties to it shall sell or dispose of any timber fencing or other improvements on either of said reserves.

Art 13. The United States shall pay the expenses of negotiating this Treaty not exceeding one thousand dollars for each delegation.

Art 14. All provisions of former treaties with the Sacs and Foxes and the Doyas not inconsistent with the provisions of this Treaty shall

remain in full force and effect.
And any amendments to this Treaty
which may be made by the
Senate, not changing the amounts
to be received for their lands or
the payments to be made to
either tribe, are hereby accepted
and ratified in advance.

In testimony whereof the said
Commissioners and the said Delegates
have hereunto set their hands and
seals at the date and place first
above written:

Witnesses	James B. Leeman Seal
C. A. Harris	Superintendent of Indian Affairs
U.S. Ind agent	and Commissioner
George ^{his} mark Goomes	Thomas Murphy Seal
W. S. Interpreter for	Supt Indian Affairs
the Sac & Hoys of the	and Commissioner
Missouri.	
D. R. Holt	^{his} Mo + lep or White Fish Seal
H. R. Clum	^{mark} Ap + pak - pa - les - ca or Big Bear Seal
Let. M. Knight	^{his} Sac + a - fee or Shell Fish Seal
	^{his} Ko + Shi - He or Sea Water Seal

Chiefs of the Sac & Hoys of Missouri

Witnesses		
C. A. Harris	^{his} Nag + a - rash or British Seal	
U.S. Ind agent	^{mark} So + his hee or Briar Seal	
Elisha ^{his} mark Drinan	^{his} Mah + his hee or Knife Seal	
W. S. Interpreter	^{his} Tar + a - Kee or Wolf Seal	
for the Iowa Indians	^{mark} Ki + he - ga or Little Chief Seal	
D. R. Holt	^{his} Cra + Son - pha - Hary or Black Hawk Seal	
H. R. Clum,		

Let. M. Knight Chiefs of the Iowa Tribe of Indians



In Executive Session,
Senate of the United States,
March 11, 1869,

Resolved, (two thirds of the Senators present not concurring) That the Senate do not advise and consent to the ratification of the following named treaties and convention:-

Treaty between the United States and the Saes and Foxes of Missouri, concluded at Washington the 19th day of February, 1867, +

Treaty concluded at Washington D.C. the 13th day of February, 1867, between the United States and the Kansas or Kaw tribe of Indians.

Treaty between the United States and the Ulah, Yampah-Ute, Pahvant, San Pete. Ute, Tim-pa-nogs, and Kum-um-bah, bands of the Ulah Indians.

Articles of agreement and convention concluded at the city of Washington, D. C. the 11th June, 1864, between the United States and the Kansas tribe of Indians.

Attest:

Geo. Gorkan
Secretary.

by

C. J. McDonald
Chief Clerk