

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

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40TH CONGRESS, 3d Session.

CONFIDENTIAL.

EXECUTIVE, NN.

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 Counstitues on Indian Affairs, and, with the message and accompanying documents, ordered to be grinted 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 be-tween 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 Sen-ate 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 Murpby, 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with the Sac and Fox of the Missouri tribe of Indians, on the 19th of February, 1867, now pending before the Senate, be withdrawn.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. BEOWNING,

Secretary.

The PRESIDENT.

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Washington, D. C., February 15, 1869. SIR: I have th g to submit herewith a treaty concluded on the issten, D. C., by Superintendents Denman and 11th instant at Murphy, duly au with the Sac and and commissioners on the part of the United States, hat of the Missouri and the Iowa tribes of Indians. send should you approve the same, that this treaty I respectfully rec be sent to the P stitutional actio Aleon

mewith a letter dated the 1 ith instant from said com-I also transp ag wid the y to this office, also copies of this letter missioners en and the treat The comu

chiefs of th treaty con now pendi mitted he respectful for the w

are state in their letter that it is the desire of the and Fox of the Missouri tribe of Indians that the state caid tribe on the 19th day of February, 1867, and ði the Senate, be withdrawn, the present treaty sub-ter more satisfactory to the Indians. I therefore at that the request be made through the President ast of said treaty from the Senate.

S. G. TAYLOR, Commissioner,

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The start of the Interior. Hon. G

WASHINGTON, D. C., February 11, 1889. a subscrity contained in office letter of the 15th ultimo,

and an authority as commissioners appointed by the Presi-constant of Washington, D. C., with the Sac and Fox and the Orice and Missouri tribes of Indians,

studed a joint fronty with the Sac and Pox of Missouri and

of trainant, which we berewith transmit.

15. 1967, we have the honor to inform you that we have

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a is all of its provisions meets with the cordial approbation and 4 fair to all the parties interested in it. ups 4 of the chiefs of the Sac and Fox of Missouri, we would at the treaty made with - agton city, D. C., on the 19th day of February, 1867, and them this day is in all respects more satisfactory to the

peetfully, your obedient servants, H. B. DENMAN, Superintendent Indian Affairs and Commissioner. THOMAS MURPHY,

Superintendent Indian Affairs and Commissioner.

Hon.

oner Indian Affairs.

ARTICLES .

EXECUTIVE,

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AGREEMEN AND CONVENTION, T

[CONFIDENTIAL.]

40TH CONGRESS,

3d Session.

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. Den-man, superintendent of Indian affairs for the northern superintendency, and Thomas Murphy, superintendent of Indian affairs for the central superin-tendency, 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 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 par-ticularly 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 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 promulga-tion 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 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 pur-chase 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 sald 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.

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 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 sub-divisions, 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 behavor.

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 rands, 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 exceed-ing 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 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 Atch-ison and Nebraska Railroad Company shall have the privilege of pur-chasing 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 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

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

written. MOTON D' DENMAN

HAMPION B. DENMAN,	SEAL.
Superintendent of Indian Affairs and Com	missioner.
THOMAS MURPHY,	SEAT]
Superintendent Indian Affairs and Com	missioner.
MULESS, or white Fish, his y mark	[SEAL.]
AP-PAH-PA-LES-CA, or Big Bear, his x mark	SEAL.
SAU-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	Minoouni
itness-	missouri.

W

C. H. NORRIS, United States Indian Agent.

GEORGE GOOMES, his × ma k, 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, TO-HEE, or Briar, his × mark, MAH-HEE, or Knife, his × mark, TARA-KEE, or Wolf, his × mark, KI-HE-GA, or Little Chief, his × mark, CRA-TON-THA-WAY, or Black Hawk, his × mark, Chiefs of the Iowa tribe of Indians.

Witness— C. H. NORRIS, United States Indian Agent. DORIAN, his × mark,

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

C. H. MCKNIGHT.

H. R. CLUM.

40th lenger & AN. Ireaty) between the U.S. and the Sae and For of the Missouri and the Loroa tribes of Indians, concluded on the 11th February 1809, at Washington, D.C. 1869. Mar 3 Read and reperied to the bow, in Indian Affairs and ordered to be forinter Mar 11, Recommitted 11 · 41 St. Coney, 2nd Dedds

40TH CONGRESS,) 3d Session.

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[CONFIDENTIAL.]

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.

0.001010/0427 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 be-tween 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.

.o. H. Diewskie,

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(EXECUTIVE,

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EXECUTIVE MANSION, February 17, 1869.

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

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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.

SIE: 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 con-stitutional 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 sub mitted 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 Presi-dent to negotiate treaties at Washington, D. C., with the Sac and Fox of the Missouri, the Iowas, and the Ottoe 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.

[CONFIDENTIAL.]

40TH CONGRESS,

3d Session.

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EXECUTIVE,

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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. Den-man, superintendent of Indian affairs for the northern superintendency, and Thomas Murphy, superintendent of Indian affairs for the central superin-tendency, 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 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 par-ticularly 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 provided truck burds, which more provided to be sold, for the coupl 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 promulgasaid lands as are not now surveyed shall immediately on the promulga-tion 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 serve with the appreciated 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 value of the improvements added, and an of their half of the safe 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 said following terms and conditions, to wit:

On the date of such purchase said railroad company shall pay in eash to the Secretary of the Interior one-fourth of the amount of the pur-chase 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 head for the payment of the belance of the purchase money for 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 sald 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 and 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.

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 rail-road from Atchison northwardly in the direction of Omaha.

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ARTICLE II.

As soon as practicable after the ratification of this treaty a dele-gation 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-reserva-tion for the permanent home of the tribe out of the lands recently pur-chased by the United States for the settlement of Indian tribes thereas chased 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. 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 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 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 ant of such proceeds at such time bursed 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

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 behavor.

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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 1879.

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 pro-ceeds 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 payt after removal. Three thousand dollars shall semi-annual payments next after removal. Three thousand dollars shall 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 The United States shall pay to the lowas, 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

ARTICLE XI.

In consideration of the services rendered the lowas 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 sursubdivisions, 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

ARTICLE XIII.

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

ARTICLE XIV.

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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 hereunte set their hands and seals at the date and place first above written.

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

	Jairs and Commissioner.
AP-PAH-PA-LES-CA, or Big Bear, hi SAC-A-PEE or Shell Field	[SEAL.]
SAC-A-PEE, or Shell Fish, his × mar	IS × mark, [SEAL.]
KO SHI-WE, or Sea Water, his × mar	K, SEAL.
Chiefe of the G	rk, [SEAL.]
Witness-	s and Foxes of Missouri.

Witness-

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C. H. NORRIS, United States Indian Agent.

GEORGE GOOMES, his × ma k, 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,	Same Server Could
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 on Dial Mark,	SEAL.
CRA-TON-THA-WAY, or Black Hawk, his × man	rk, SEAL.
tness 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.

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EXECUTIVE NN.

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PRESIDENT OF THE UNITED STATES,

OF THE

TRANSMITTING

Washington, D.C.

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. 0701

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 be-tween the United States and the Sac and Fox of the Missouri and the

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

EXECUTIVE MANSION, February 17, 1869. ANDREW JOHNSON.

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 com-

missioners 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, Very respectfully, your obedient servant, O. H. BROWNING,

The PRESIDENT.

Secretary.

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

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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 com-

missioners 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 sub-mitted becautify being more actinfactory to the Indians. I therefore now pending before the Senate, be withdrawn, the present treaty sub-mitted 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 Presi-dent to negotiate treaties at Washington, D. C., with the Sac and Fox of the Missouri, the Iowas, and the Ottoe and Missouri tribes of Indians, deted Jappare 15, 1860, we have the honor to inform you that we have 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 site, and we believe

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.

40TH CONGRESS, 3d Session.

CONFIDENTIAL.

EXECUTIVE NN.

ARTIC-LES

AGREEMENT. AND CONVENTION,

OF

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. Den-man, superintendent of Indian affairs for the northern superintendency, and Thomas Murphy, superintendent of Indian affairs for the central superin-tendency, 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 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 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 promulga-tion 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 pur-chase money for said lands purchased and the whole amount of the pur-

On the date of such purchase said railroad company shan pay in cash to the Secretary of the Interior one-fourth of the amount of the pur-chase 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 red lands in three courd appreal instalments falling due in one, two, and 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

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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 as certificates of purchase of the several parcels of sald 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 pur-chase money of said lands and improvements and of the expenses herein requirer to be paid by it, at or before the times prescribed for such sev-eral payments, together with interest on deferred payments from the eral 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 compared therein shall be sold 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 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 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 received at less than one dollar and a half an acre for the lands of received at less than one donar and a hair an acre for the fands 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 per-son who may have in good faith purchased any of said lands from it. son who may have in good faith purchased any of said lands, any per-son 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 record

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 purchas-ing 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 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 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

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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 rail-road from Atchison northwardly in the direction of Omaha.

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ARTICLE II.

As soon as practicable after the ratification of this treaty a dele-As soon as practicable after the ratification of this treaty a dele-gation 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 reserva-tion for the permanent home of the tribe out of the lands recently pur-chased by the United States for the settlement of Indian tribes thereon, which new reservation shall include 20 000 acres and shall lie adjoining 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. 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 saces and Foxes at the price per acre which 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 reser-vation 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 the sum of \$5,000 shall lands and tribal improvements, not exceeding the sum of \$5,000, shall be expended under the direction of the Secretary of the Interior in 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 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 ont 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 build-ing four houses for their chiefs, and breaking and fencing their farms

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 behavor.

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

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 com-mon 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 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 Atch-ison and Nebraska Railroad Company shall have the privilege of pur-chasing such of said lands as lie in Kansas, at the price of two dollars and a half per serie for the lands of the reserve, and one dollar per serie 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 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 pur-chased or forfeited, with like privilege to *bona fide* purchasers from the railroad company which after purchase and partial payment may forfeit

A new home in the Indian territory, including twenty-five sections of and shall be selected for the Jorge by a delocation of the tribe and a la 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.

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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 that the sele thereof. Five thousand dollars of the first prothe proceeds of the sale thereof. Five thousand dollars of the first pro-ceeds 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 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 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 sur-vey 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.

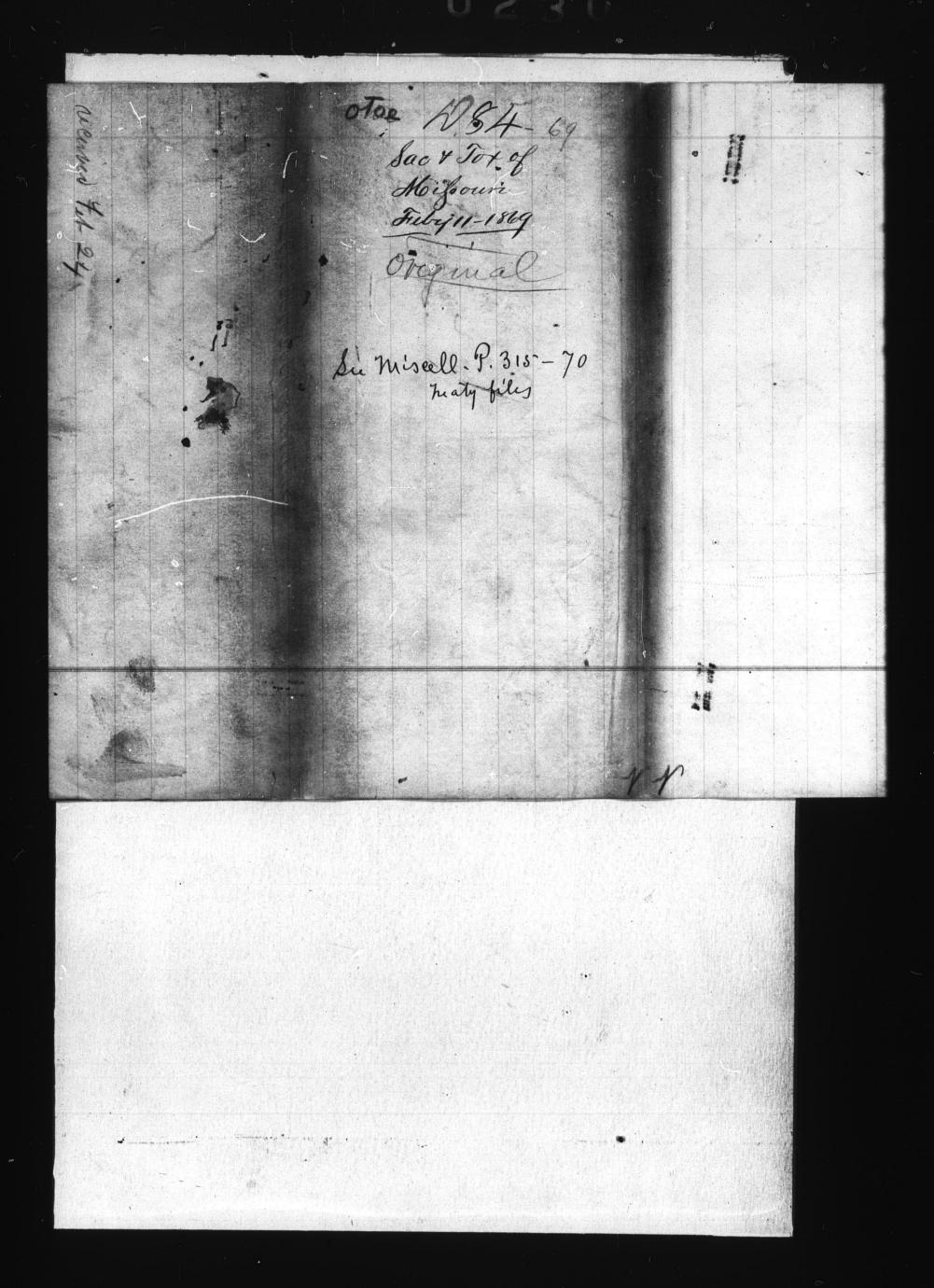
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Alt provisions of former treaties with the Sacs and Foxes, and the Iowas, not inconsistent with the provisions of this treaty, shall remain in full force and effect, and any amendments to this treaty which may be made by the Senate, not changing the 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.

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12 Articles of Agreement and Convention made and concluded in the City of Mashington, on the eleventh day of February. 1869, between the United States of America, by their Commissioners Mampton 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 Mikouri, by their delegates ; Molefs, Head Chief; Ap-pah-pa-les-ca, Seconds Chief; Sa - Ca - pee, third Chief; and Kg-shi-we, Guncil = -man: - and the Down tribe of Indians, by their delegates ; Jar-a- kee ; Nag-ga-rash; To hee; Mahhee; Ki- he- ga; and Gra tow tha wa; Said delegates being duly authorized by their respective tribes of Indians to Treat in their behalf.

(T) 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 Kausa's and Nebraska, containing about sixteen thousand acres, which is particularly described in the 3rs. article of their treaty, retained March 6th 1861, - and also their interest in about Six thousand acres of the unsold trust lands which were provided to be sold for the joint benefit of themselves and the Dowa tribe of Indians under the 2nd and 32 articles of said treaty. It is therefore agreed that such of Said lands as are not now Surveyed, Shall, minediately

2) (12)3 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 Mebraska at the price of two dollars for 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 computes as belonging to their half, at any time ten days before the date fixed for

4. <i'i>> the removal of said Bacs 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 times 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 thereow, and the whole of the expenses of Survey and appraisement thereof, and shall execute

and deliver tos him its bonds for the payment. of the balance of the purchase money for Said lands in three equal annual instal = = ments 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 inpaids, as 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 deveral parcels of said lands, as it may require them, each

11.0 of which certificates shall be deemed and held in all courts evidence of the right of possession in Said Rompany of the land described therein, unles Such right Shall be forfeiled 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 pay = = ments 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 Sino 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 patento. 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

+6) 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 tos 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 dale of the trust lands under the 2 article of Said treaty of March 6th 1861. Provided that no bid shall be received

and the second sec at lefs than one dollar and a half an acre for the lands of said reserve, nor at lef 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 mary 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 Fust lands, and two dollars per acre if they

be lands of the reserve. And if it shall be accertained that any of the lands of Daid reserve or any of said trust lands lie in the State of Hansas then the Atchison and Nebraska Railroad Sompany, 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 any respect, except a to construction of rail road, conditions hereinbefore prescribed for the furchase by the Saint Touis 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 Truist lands in rebraska in case said Saint_ Louis and Nebraska Trunk Railroad Company should forfeit or fail to purchase the same : with like pinleger to bona fide purchasers from the Company after hast hayment I forfeiture by it.

12. 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 and for appearing the impinement, Theren, same where they are not now surveyed, punctually within the time prescribed for like payments by the said Saint Louis and Nebraska Frunk 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 Jours shall be sent to the Indian Territory by the Secretary of the Interior, accom-

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 thou_ sand acres and shall liv adjoining the new home to be selected for their brethren the Downs. If the se betion 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 removed subject. ence shall be furnished if needed to the members of the Fribe under the direction of the Secretary of the Interior. Article III. Before the removal of the Sacs and Joxes from their present reservation there shall be faid 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

A preparations for the fourney. And an additional the balance of the frish proceeds of sales of their lands & tribal improvements, not deceed the sales of their lands & tribal sum of five thousand dollars, shall be expended, necessary, under the direction of the Secretary of the Interior, in defraiging incidental exponses of removal and in subsisting mender the tribe during the year following their settlement on their new reser_ vation, Reremaining 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,

16. in the opinion of the Secretary of the Interior, con_ sidering the wants and interests of the tribe, be most expedient. Article IV. There shall be set a part from the proceeds of sales of the lands herein authorized to be sold the sum of four thousand dollars for the pur pose of building four houses for their chiefs and breaking and fencing their farms on their new reservation ArticleV. In consideration of services ren dered to the tribe by their chiefs Moless, Ap. po pales ca No. 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 nor any improvements connected therewith And said George Goomes shall remain Interpreter for said tribe for life or during good beha vion. ArticleVI. The United States shall pay the upense of negotiating this Freaty not exceeding one thousand dollars; and shallabes hay to said tribe at their next semi annual payment, of amuities The Sum now on hand, being proceede 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 bongress for payment to the persong injured by such depredations Article VII. She Sown tribe of Indiand are aleo desirous of selling their present reserve in Kaneas and Nebraeka containing about sisteen thousand, for hundred acres, and their one half of about Six thousand acres of unsold trust lands owned in common with the Sacs and Fores, and of removing to a new and

permanent home in the Indian Territory . A is there fore agreed that the lands of said reserve shall be surveyed as public lands are surveyed, and the improvements thereon appraised under the di rection of the Secretary of the Interior, and that the Saint Louis and Nebraska Frunk Railroad Compa_ ny shall have the privilege of purchasing such of said lands as lie in Nebraska and the said Atchison and Nebraeka Railroad Company shall have the prive lege of purchasing such of said lands aslie in Kansas, at the price of two dollars her 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 Fours, at any time ten days

before the date fixed for the removal of the Souras 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 Fouras 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 Freaty for its purchase of the lands of the Jacs and Fores 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 Sours herein author. ized to be made by said Atchison and Nebraska Rail road 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 whateoever as are prescribed in the first article of this Freaty for its purchase of the lands of the Sacs and Forles in Kansas. Ind in case of failure to purchase or forgeiture, 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 Fores 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 Servitory including twenty five sections of land shall be selected for the Lowas 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 Totes : and the Sowas shall remove thereto as soon as practicable but not, unless with their consent, before the Apring of 1870.

23 A ant 9 Before the removal of the Down from their present reservation there shall be paid to the several members of the tibe 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 appended 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 directions of the sicheldary of the Interior in the

1 22 24 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 hilding a mill, houses, fencing, break any ground, and in so establishing the tibe in their new home as to mate them self supporting art. 10 The United States shall pay to the Towas at then next semiand payment, the sum - now on hand and ininvest =ed, being proceeds of sale of the trut

25 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 defredations alleged to have been conmitted on members of the tibe by white men and report such amount as may be found due, not acceding twenty five hundred dollars, to congress for payment to the persons injured by such depredations.

art. It is consideration of the serious rendered the Dowas by their chiefs Jana- Kee, nag- ga- rash: To-hee. mahee. Ki - he - ga and tra - ton the was, and by Elisha Doran their Interpreter it is agreed that each of said persons shall have set apart to him eighty ares 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 hildings no any improvements connected these with

art 12. after the date of the pro--mulgation of this Treaty, none of the parties to it shall sell on dispose of any timber fencing or other improvements on either of said reservesart 13. The United States shall pay the expenses of negotiating this Treaty not exceeding one thousand dollars for Each délegation. art 14. all provisions of former treaties with the sacs and Foxes and the Dowas not inconsistent with the movisions of this treaty shall

28 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 on the payments to be made to either tibe, are hereby accepted and fatified in advance. In testimony whereof the said commissioners and the said Delegates have prents set their hands and seals at the date and place first above written:

Witness Stamptin B elemen Qued CH hanis Superintendent of hulin Affairs re S. clud oguin and Commissioner George Hypomes Thomas Monsphy Que. W. S. Interpreter for Supet Indian affaire and Commissioner the Sac & Hoyesof the) miponi. Moo+ lefo or White Fish Cent Mark fing les- ca or Big Bear Gent D. R. Halt. X.R. Clum Sacting - free or shell Historian the war and Kothi Shi He or Sea Water Deal Chiefs of the bact Hoyes of Mipouri Hitnefe Nagina - vash or British Dead C.A. Annis (or Brian Geal Forthis free u.S. Ind agent (or Knife and mahty hee Elishand oriante ... or Holf Real W. S. Interpreter Darty a. Kee or Sittle chiefe Kitighe-ga for the Jona Indians) or Black Hant Cray Son Tha Hary D. R. Holto A.R. Cluw, lett meting whilefs of the Dona Frile of Indians,

J.154 An Greentive Septim, Senate of the United States, March 11, 1869, Resolved (two thirds of the Senators present not concurring 1. That the Denate do not advise and consent to the ratification of the following named treaties and convention:-Treaty between the United States and the Baes and I over of Missouri concluded at Washington the 19th day of Sebuary, 1869 x Oreatz concluded at Washington I.b. the 13th day of February, 186% between the United States and the Ransas a Kar tribe of Indians Treaty between the United States and the Utah, Jampah- Ute, Pak vant, San Pete_. Whe Tim- for nogs, and lim um bah, bands of the Mah Indians, Articles of agreement and convention concluded at the city of Hashington D. C. the 11 the June, 1864, between the United States i and the Ransas tribe of Indians. Attest : R. Val. 6 p 239-