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RATIFIED TREATY NO. 264

DOCUMENTS RELATING TO THE NEGOTIATION OF THE
TREATY OF SEPTEMBER 19, 1853, WITH THE COW CREEK
BAND OF UMPQUA INDIANS

(Copy)

Treaty

Stipulations of a Treaty made and entered into on Cow Creek, Umpqua Valley, in the Territory of Oregon, this 19th day of September, 1853, by and between Joel Palmer, Superintendent of Indian Affairs on the part of the United States, and Quin-ti-os-saw, or Big Head, principal Chief, and My-u-e-letta, or Jackson; and Tom, son of Quin-ti-os-saw, Subordinate Chief, on the part of the Cow Creek Band of Umpqua Tribe of Indians;

Article 1st

The Cow Creek Band of Indians do hereby cede and relinquish, for the consideration hereinafter specified, to the United States, all their right title interest and claim, to all the lands lying in that part of the Territory of Oregon, bounded by lines designated as follows, to wit; Commencing on the North bank of the South Fork of Umpqua river, at the termination of the high-lands, dividing the waters of Myrtle Creek from those of Day Creek, thence southerly, crossing easterly along the summit of said range to the head waters of Day Creek, thence southerly, crossing the Umpqua river, to the head waters of Cow Creek, thence to the dividing ridge, between Cow Creek and Grant Creek, thence south westerly along the said divide to its junction with the ridge, dividing the waters of

Cow Creek from those of Rogue river,
thence Westerly & Northwaly around on
said ridge, to its connection with the Spur
terminating opposite the mouth of My-
rtle Creek, thence along said Spur
to a point on the same, North West of
the Eastern line of Isaac Bailey's land
claim, thence South East to Ampqua
river, thence up said river to place of
beginning;

Article 2^a

It is ^{agreed} on the part of the United
States, that the Apsisaua Tribe shall be
allowed to occupy temporarily that por-
tion of the above described tract of ter-
ritory bounded as follows, to wit;

Commencing on the South side of
Cov Creek, at the mouth of Council
Creek, opposite William D. Riddle's
land claim, thence up said Creek to
the Summit of Cannon Mountain,
thence Westwardly along said Summit
two miles, thence Northwaly to Cov Creek
at a point on the same one mile above
the falls, thence down said Creek to
place of beginning; It being under-
stood that this last described tract of
land shall be deemed and considered
an Indian reserve, until a suitable
selection shall be made by the direction
of the President of the United States,
for their permanent residence; and
Buildings erected thereon and other im-
provements made, of equal value of those

Upon the above reserve at the time of re-
-moval;

Article 3^d

For and in Consideration of
the Cession & relinquishment contained
in Art¹, the United States agree to
pay to the aforesaid Band of Indians, the
sum of Twelve thousand Dollars in man-
-ner to wit; One thousand dollars to be
expended in the purchase of twenty
Blankets, eighteen pairs pants, eighteen
pairs shoes, eighteen Hickory Shirts,
eighteen hats or Caps, three Coats, three
vests, three pairs socks, three Neck-
-handkerchiefs, forty cotton flaps, one
hundred and twenty yards prints, one
hundred yards domestics, one gross but-
-tons, two lbs thread, ten papers needles,
and such other goods and provisions,
as may be deemed by the Superintendent
or Agent most conducive to the com-
-fort & necessities of said Indians on
or before the 1st day of October, A. D. 1854;
The remaining Eleven thousand Dollars
to be paid in twenty equal annual
instalments of Five hundred & Fifty
Dollars each, commencing on or about
the 1st day of October 1854, in Blankets,
Clothing, provisions, stock, farming
implements or such other articles, and
in such manner, as the President of the
United States may deem best for the in-
-terests of said Tribe;

Article 4th

In addition to the aforesaid twelve thousand dollars, there shall be erected for the use of said Tribe, at the expense of the United States, two dwelling houses, the cost of which shall not exceed Two Hundred Dollars each, and a field of five acres fenced and ploughed, & suitable seed furnished for planting the same;

Article 5th

The said Band of Indians agree to give safe conduct to all persons passing through their reserve, & to protect in their person & property all agents or other persons sent by authority of the United States to reside among them:

Article 6th

That the friendship which is now established between the United States and the Cow Creek Band of Indians, shall not be interrupted by the misconduct of individuals, it is hereby agreed that for injuries done, no private revenge or retaliation shall take place, but instead thereof, complaint shall be made by the party injured, to the Indian Agent, and it shall be the duty of the Chiefs of said Band of Indians, upon complaint being made as aforesaid, to deliver up the person against whom the complaint

is made, to the end that he may be punished agreeably to the laws of the United States; And in like manner, if any violation, robbery or murder shall be committed, on any Indian belonging to said band, the person so offending shall be tried & if found guilty shall be punished according to the laws of the United States; And it is further agreed that the Chiefs shall to the utmost of their ability, exert themselves to recover Horses or other property which has or may hereafter be stolen from any citizen of the United States, by any individual of said Tribe, & deliver the same to the Agent or other person authorized to receive it; And the United States hereby guarantee to any Indian or Indians of said band, a full indemnification for any horses or other property which may be stolen or taken from them by any citizen of the United States, provided the property stolen can not be recovered, & that sufficient proof is produced that it was actually stolen or taken by a citizen of the United States; And the Chiefs further agree that upon the requisition of the President of the United States, Superintendent of Indian Affairs or Indian Agent, to deliver up any person resident among them:

Article 7th This Treaty shall take effect

& be obligatory on the Contracting parties as soon as the same shall be ratified by the President of the United States, by and with the advice and consent of the Senate;

In testimony whereof the said Joel Palmer Superintendent of Indian Affairs on the part of the United States & Chiefs of the Cow Creek Band of Mump-gua Indians before named on the part of the said band, have hereunto set their hands & seals, the day & year aforesaid;

Signed in presence of
J. B. Nichols }
E. Catching } Interpreters

Theodore T. Chinn } Secretary

John J. Bown }
W. Starr } Witnesses

Joel Palmer S. P.
Superintendent Indian Affairs
O. J.

Bighead S. S.
his Quinti-os-san
mark

Jackson S. S.
his My-U-E-letta
mark

Tom S. S.
his
mark son of Quinti-os-san

Tom S. S.
his
mark Cal-sa-pe-or