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DOCUMENTS RELATING TO THE
NEGOTIATION OF AN UNRATIFIED TREATY OF
MARCH 18, 1864, WITH THE SHAWNEE INDIANS

Shawnee - Feb - 18 - 64
(Miscell) J - 105 - (1869)

Res. of Senate,
refusing to ratify
within treaty with
Shawnees of Feb 18 64

2105

In Executive Session,

Senate of the United States,

February 16, 1869,

Resolved, (two thirds of the Senators present
not concurring,) That the Senate do not advise
and consent to the Articles of Agreement made
and ^{con}cluded at the city of Washington, District
of Columbia the 18th March, 1864, between the
United States and the Shawnee Indians.

Attest:

Geo. B. Gorham

Secretary.



Vol 6 p 239.

J, 108-3 v

Shawnee treaty of
March 64

~~Shannon~~

Articles of Agreement made and concluded at Washington City District of Columbia on the Eighteenth day of March in the year of our Lord one thousand eight hundred and sixty four by and between the United States of America represented by William B. Dole Commissioner of Indian Affairs and the Shawnee Indians represented by the following named delegates therunto duly authorized by the several bands of said Indians parties to the Shawnee Treaty of May 10th 1854. to wit: Charles Bluejacket, Charles Tucker and Billy Wolf

Article 1st The Shawnees are convinced that their interest and happiness will be greatly promoted by removing from Kansas and securing a home to be held in common in the Indian Country South of that State; it is therefore agreed that a suitable tract of land belonging to the United States, not exceeding twelve miles square, shall be selected by the Shawnees or they shall be permitted to purchase land for themselves of any Indian Tribe in

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the locality above described, or unite their interests with such
Tribe; provided that said selection, purchase or union shall
be subject to the approval of the Secretary of the Interior,
and should the Sharmees select lands belonging to the United
States they shall have them at the actual cost to the Govern-
ment.

Article 2nd

The lands reserved for those "Sharmees who have been for
years separated from the Tribe", or so much thereof as have
not been selected in severalty and the lands in the tract
known as "Black Bob's Settlement"; both of which tracts of
land were provided for and have been surveyed and set
apart for certain portions of the Tribe, respectively, by virtue
of the second article of the Treaty of the 10th of May 1854, are
herely ceded and transferred to the United States, in trust.

for the benefit of said Tribe for the purposes and in the manner hereinafter provided.

Angell

Article 3rd

The United States shall within six months from the date of the ratification of this Treaty cause the land ceded by the preceding article and the improvements thereon to be separately appraised at their true value which shall not be less than an average of one dollar and twenty five cents per acre for the land - said appraisement to be made by two disinterested persons one of whom shall be appointed by the Commissioner of Indian Affairs and the other by the Shawnee Council; and such persons as may be the owners of improvements on the "Absentee land", their heirs or assigns, shall have the privilege of purchasing in legal sub-divisions, the lands whereon their respective improvements are situate,

at any time within three months after public official notice
of the completion of said appraisement, by paying into the
Treasury of the United States the appraised value ^{thereof exclusive of the value} of the im-
provements; and after the expiration of that period, the tracts of
land remaining unpaid for by such persons, their heirs or assigns,
and the entire residue of the lands, whether improved or
unimproved, ceded to the United States by the Second article
of this Treaty shall be sold to the highest bidder for cash,
upon sealed bids to be duly invited by advertisement; provided
that said lands shall be sold in legal subdivisions not exceeding
one hundred and sixty acres, that no sale shall be made for
less than the appraised value of the tract and improvements
thereon, that the appraisement, sale and all other provisions
of this Article shall be made and conducted under the

direction and supervision of the Secretary of the Interior and that the expenses of said sales shall not exceed the cost of selling other lands of the United States.

Sahsee

Article 4th

Where improvements are owned by individual members of the Tribe, the proceeds of the sale thereof shall be paid to such owner or his heirs; and any of said lands remaining unsold, at the expiration of six months after they are offered for sale under sealed bids as hereinbefore provided, shall be subject to private entry at one dollar and twenty five cents per acre, at the land office of the United States in the District within which they are situate, and upon the payment of the purchase money, under this and the preceding article, a patent in fee simple shall be issued to the purchaser his heirs or assigns for the land thus purchased and paid for.

Article 5th

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The Contract entered into by George W.

Mannypenny, Commissioner of Indian Affairs and one

E. W. Schon, who assumed to act in the name and on behalf
of the Missionary Society of the Methodist Episcopal Church

South, on the 5th day of March 1855 being one of great hard-

ship as to the Shamnees and the said Society, having engaged

in the present rebellion against the laws and authority of the

United States before the expiration of said Contract and there-

by rendered a compliance with its stipulations, impossible;

the said Contract is hereby declared forfeited;

nevertheless if the Secretary of the Interior shall be satis-

fied that under color of said Contract any loyal citizen of

the United States has conducted a School and furnished

the means for the clothing, boarding and education of the

children of the Tribe at the Shamnee Manual Labor School,

that he shall upon the application of such citizen if made within one year after the ratification of this Treaty^d cause an account to be taken of the number of said children thus clothed, boarded and instructed during each year, and for what portion of the year, from the first day of October 1854, to the close of said School on the thirtieth day of September 1862; and that he shall also have an account taken of the aggregate sum of money which has been paid to or received by such claimant for his services and expenditure and the annual and aggregate value of the rents and profits of the said land and improvements received and enjoyed by him during said period; and should said Secretary determine that said claimant has not been fully and fairly paid, he is hereby authorized to pay him any balance thus found to be due out of any funds, now or

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hereafter, in the hands of the Government to the Credit of the Shawnee Indians, not otherwise appropriated; provided, that not more than one hundred dollars shall be allowed for each child for the ordinary scholastic year.

In order to ascertain the necessary facts and fairly adjust said accounts, the Secretary of the Interior may receive, or cause to be taken, the testimony of the parties interested and of residents in the vicinity of the School.

And the said Missionary Society of Methodist Episcopal Church South having neglected to pay for said three sections of land and having thereby, and for the same reasons before stated as affecting the validity of the Contract aforesaid, forfeited all claim or right to any legal or equitable interest in or to the said three sections of land, the provisions in the

Treaty of May 10th 1854 in relation thereto are hereby
abrogated and declared null and void; And the Secretary
of the Interior shall sell said land upon such terms and
in such quantities as he may deem best for the interest
of the Tribe and upon the payment of the purchase
money a patent in fee simple shall issue to the purchaser
his heirs or assigns.

Article 6th

Doctine

The tract of land reserved to the Friends Shawnee Labor School by the Second Article of the Treaty of May 10th 1854 may be purchased by said Society or such person as it may designate, by the payment into the Treasury of the United States at any time within one year from the ratification hereof, of one dollar and twenty five cents per acre.

The American Baptist Missionary Union having discontinued their School hitherto kept upon the one hundred and sixty acres of land set apart for that purpose by the above article of said Treaty, the said tract of land shall be sold by the Secretary of the Interior in the manner provided for the sale of the three sections of land in the preceding Article; the two acres of land set apart to the Shawnee Baptist Church and the five acres set apart to

the Shawnee Methodist Church in said Treaty, shall be disposed of and sold by the Chiefs and Council of the Tribe subject to the approval of the Secretary of the Interior and upon such sales and the payment of the purchase money into the Treasury of the United States for any of the lands herein a patent in fee simple shall be issued to the purchaser his heirs assigns or successors.

Article 7th

Culp.

It is agreed and stipulated that a fund shall be raised for the purchase of the tract of land mentioned in the first article, and as an addition to the tribal fund of the Shawnees, by the contribution of fifty dollars for each member of the Tribe, which sum shall be retained from the proceeds of the sales of the "Absentee Lands" and the tract belonging to the members of "Black Bob's Settlement" for each

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individual of said bands, and the same sum shall be paid into the Treasury of the United States, for each individual and the members of his or her family, by those Shamnees who have taken their lands in severally, as a condition precedent to the sale of the lands thus taken in severally and the approval thereof by the Secretary of the Interior, and on compliance with said condition ~~the party interested may sell the whole~~ of his land subject to the approval of the Secretary of the Interior under such regulations as he may adopt, but any sale made without such payment of fifty dollars per capita as aforesaid shall be null and void; and the said members of the Tribe who fail to make said payment within two years from the ratification of this Treaty, and who do not, before the expiration of the period named in Article ten, remove to the new home

of the Shawnees and reside with the Tribe shall not thereafter be considered or held as members thereof, or entitled to any interest in their annuities, monies or lands; provided, that should the proceeds of the sale of the "Absentee Lands" prove insufficient to furnish the sum of fifty dollars for each individual of that band such deficiency shall not affect the relations of the "Absentees" as members of the Tribe.

6 months

Of the money thus raised thirty thousand dollars shall be invested by the Secretary of the Interior and added to the tribal fund, and so much of the residue as may be necessary shall be applied to the purchase of the tract of land aforesaid.

Article 8th

The three thousand dollars perpetual annuities secured by the Treaties of August 3rd 1795 and September 29th

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1817, and the interest on the forty thousand dollars invested under the Treaty of May 10th 1854, and on the thirty thousand dollars provided by Article Seven hereof shall constitute a tribal fund of which two thousand dollars per annum shall be paid to the Chiefs and Council for their services and the national expenses, fifteen hundred dollars shall be applied annually to pay a Blacksmith and to furnish fuel and stock for the shop and the residue shall be applied to the support of Common schools for the education of the children of the Tribe; provided that these payments shall be made by the Agent semi-annually in the months of April and October of each year.

Article 9th

The proceeds of the sales of the lands provided for in Article three, after deducting therefrom the Contribution required by Article Seven and the expenses incident to the

Sales, shall be paid over to the individual Shammees and the heads of families entitled thereto; and the proceeds of sales of the lands provided for in articles five and six shall in like manner be paid to the "Absentees" of the Tribe; provided that not more than one half of said proceeds shall be paid prior to the removal of the Shammees to their new home.

Article 10.

The Shammees agree to pay the expenses required to carry this Treaty into effect and remove to their new home within five years after the Secretary of the Interior shall inform them that it will be safe to do so.

Article 11.

Claims having been presented against the Shammees by members of the Tribe for money expended and of services rendered them and by other persons for land and money, the Delegation, parties to this Treaty, are authorized

and approved by the Secretary of the Interior
 to examine into the same and if they are found to be just, to
 allow what is due thereon in money, the land to be commuted
 at one dollar and twenty five cents per acre, and the
 amount thus allowed shall upon their written order be
 paid by the Secretary of the Interior, out of the interest on
 the forty thousand and the three thousand dollars annuity
 mentioned in the eight article of this Treaty, which had accrued
 on the first day of January last and remains yet unexpended;
 and said fund is hereby set apart for that purpose and to
 defray the expenses incident to this Treaty, provided that
 such claims shall be presented within six months after the
 ratification of this Treaty.

Article 12.

It is agreed that the Shawnees through their Agent
 or Attorney shall have the privilege of examining the records

of the United States relating to their business, in which examination such assistance shall be furnished by the Indian Bureau as may be necessary to make the same full and complete, and if there shall be found due to the Tribe under any former Treaty goods, monies or lands a just commutation thereof in money shall be made and one half of the gross amount paid to them per Capita and the other half invested by the Secretary of the Interior in bonds of the United States and the interest accruing thereon shall be paid as an annuity, semi-annually, in the months of April and October of each year; and any other funds, which may remain from time to time unexpended, shall be invested and the interest thereon paid, in like manner.

Article 13.

The Shawnee Tribe of Indians shall possess and exercise the same powers and privileges that other independent Tribes have hitherto enjoyed under the protection of the United States, and the tract of land selected for their future home shall never be included in any State or Territory or subject to the laws or authorities thereof, but the right of way for roads of every description shall be enjoyed by the United States and may be granted by the Government to other parties - on just compensation being paid therefor.

Article 14.

A large sum of money belonging to orphan and incompetent Shawnees having been intrusted to the care of persons appointed under the eighth of the Treaty of May 10th 1854. it is agreed that the Secretary of the Interior shall cause the same to be collected from said persons and paid

to those entitled to it (from whom such disability has been removed and the balance shall be invested or held by the United States, in trust, until said Secretary shall order the same to be paid to those entitled to receive it.)

Article 15.

The Shawnees having suffered great loss from depredations committed upon their property by those in rebellion against the United States, it is agreed that the parties interested may file their claims for said losses, together with the evidence in support of them, which may be taken under such regulations as the Secretary of the Interior may prescribe, in the Office of the Commissioner of Indian Affairs with the understanding that the same shall be submitted to Congress as soon as practicable, with a recommendation that an appropriation be made to pay so much of said claims as the

Said Secretary may find to be justly due the parties or their heirs, respectively.

Mr. Farlane

Article 16.

Those Shawnees who have received lands in severally under the Treaty of May 10th 1854, and fail to comply with the conditions in Articles seven and ten of this Treaty shall from and after the expiration of the latest period fixed therein be held and deemed and they are hereby declared to be thereafter citizens of the United States and as such shall be entitled to all the rights, privileges and immunities of citizenship and in all respects be subject to the laws of the United States and of the State or Territory in which they may reside as the other citizens thereof.

Article 17.

The Shawnees agree to suppress the use of ardent spirits among their people and to resist by prudent

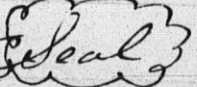
measures its introduction into their settlement.

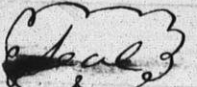
Article 18.

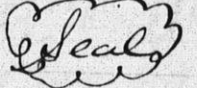
The Shawnees acknowledge their dependence on the Government of the United States and invoke its care and protection, and the United States hereby agree to protect them in their tribal rights and in their persons and property, and the United States further agree to support an Agent who shall reside with the Tribe, and also an Interpreter whose salary shall not be less than four hundred dollars per annum, and his expenses when travelling on official business.

In Testimony Whereof the said William D. Dole Commissioner as aforesaid and the said Charles Bluejacket, Charles Lucker and Billy Wolf Delegates have hereunto set their hands and seals this the day and year first herein written.

W. Dole
 Commissioner
 all

Charles Blugadet 

Charles Tucker 

Billy ^{his} ~~mark~~ Wolf 

Signed and sealed
in presence of the
undersigned.

Matthew King

Interpreter

Col. B. Abbott

U. S. Agent

James Steele

John W. Ray.

March 18-64

March 18-64

copy with

Shawnee

Copy

Articles of Agreement made and concluded at Wash-
ington City District of Columbia on the eighteenth
— day of March in the year of our Lord one thous-
and eight hundred and sixty four by and between the
United States of America represented by William P.
Dole Commissioner of Indian Affairs and the Shawnee Indians
represented by the following named delegates thereunto
duly authorized by the several bands of said Indians parties
to the Shawnee treaty of May 10th 1854, to wit: —
Charles Bluejacket, Charles Tucker and
Billy Wolf.

Article 1. The Shawnees are convinced that
their interests and happiness will
be greatly promoted by removing from
Kansas and securing a home to be held
in common in the Indian country
south of that State; it is therefore agreed
that a suitable tract of land belonging to the
United States, not exceeding twelve miles
square, shall be selected by the Shawnees
or they shall be permitted to purchase land
for themselves of any Indian Tribe in the
locality above ~~described~~, or unite their
interests with such Tribe; provided that
said selection purchase or union shall

be subject to the approval of the Secretary of the Interior, and should the Shawnees select lands belonging to the United States they shall have them at the actual cost to the Government

Article 2. The lands reserved for those "Shawnees who have been for years separated from the Tribe," or so much thereof as have not been selected in severalty and the lands in the ~~tract~~ known as "Black Bob's Settlement;" both of which tracts of land were provided for and have been surveyed and set apart for certain portions of the Tribe, respectively, by virtue of the second article of the Treaty of the 10th of May 1854, are hereby ceded and transferred to the United States, in trust, for the benefit of said ~~Tribe~~ for the purposes and in the manner hereinafter provided.

Article 3. The United States shall within six months from the date of the ratification of this Treaty cause the lands ceded by the preceding article and the improvements thereon to be separately appraised at their true value which shall not be less than an average of one dollar and twenty five cents per acre for the land - , said appraisement to be made by two disinterested persons one of whom shall be appointed by the Commissioner of

Indian Affairs and the other by the
Shawnee Council; and such persons as
may be the owners of improvements on the
"Absentee lands", their heirs or assigns, shall
have the privilege of purchasing in legal
sub-divisions, the lands whereon their
respective improvements are situated,
at any time within three months after
public official notice of the completion
of said appraisement, by paying into the
Treasury of the United States the appraised
value thereof exclusive of the value of the
improvements; and after the expiration
of that period, the tracts of land remaining
unpaid for by such persons, their heirs
or assigns, and the entire residue of
the lands, whether improved or un-
improved, ceded to the United States by
the second article of this Treaty shall
be sold to the highest bidder for cash,
upon sealed bids to be duly invited by advertisement;
provided, that said lands shall be sold in
legal sub-divisions not exceeding one hundred
and sixty acres - that no sale shall be made
for less than the appraised value of the tract
and improvement thereon, that the
appraisement, sale and all other provisions
of this article shall be made and conducted

under the direction and supervision of the Secretary of the Interior and that the expenses of said sales shall not exceed the cost of selling other lands of the United States.

Article 4. Where improvements are owned by individual members of the Tribe, the proceeds of the sale thereof shall be paid to such owner or his heirs; and any of said lands remaining unsold, at the expiration of six months after they are offered for sale under sealed bids as hereinbefore provided, shall be subject to private entry at one dollar and twenty five cents per acre, at the land office of the United States in the District within which they are situated, and upon the payment of the purchase money, under this and the preceding article, a patent in fee simple shall be issued to the purchaser his heirs or assigns for the land thus purchased and paid for.

before the expiration of said contract
and hereby intended compliance
with its stipulations, impossible
the said contract is hereby declared forfeited

The contract entered into by George
W. Manypenny, Commissioner of Indian
Affairs and one E. W. Sison, who assumed
to act in the name and on behalf of the
Missionary Society of the Methodist Episcopal
Church South, on the 3rd day of March 1855
being one of great hardship as to the Indians
and the said Society having failed to
~~before the expiration of said contract~~
comply with the same engaged in the
present rebellion against the laws
and authority of the United States
the said contract is hereby declared
forfeited and the provisions in the
Treaty of May 10th 1854 for the
benefit of said Society are hereby
rescinded and set aside

Article 5. The contract entered into by
George W. Manypenny, Commissioner
of Indian Affairs and one E. M. Johnson, who
assumed to act in the name ~~and~~ on behalf
of the Missionary Society of the Methodist
Episcopal Church South, on the
day of _____ 1857 having been made
with the evident intention of absorbing
the School fund and obtaining the title
to the three sections of School land
set apart by the Treaty of May 10th 1854,
without a certain adequate, or nearly
adequate, compensation therefor, and the
same being on its face, for these and
other sufficient reasons, unjust and
fraudulent as to the Shawnee Indians,
and the said Society, its officers and
the great body of its members having
engaged in the present rebellion against
the Government and authority of the United
States, the said contract is hereby declared
null and void. ~~It~~ nevertheless if the
Secretary of the Interior shall be
satisfied that under color of said
contract any loyal citizen of the
United States, has conducted a school
and furnished the means for the clothing,
boarding and education of the children

of the Tribe at the Shawnee Manual
labor School, that he shall upon the
^{if made within one year after the ratification of this Treaty}
application of such citizen, cause an
account to be taken of the number of
said children thus clothed, boarded and
instructed during each year, and for
what portion of the year, from the
1st day of Oct- 1854 to the close
of said School on the 30th day of September
1862; and that he shall also have an
account taken of the aggregate sum
of money which has been paid to or
received by such claimant for his
services, and expenditure and the
annual and aggregate value of the rents
and profits of the said land and im-
provements received and enjoyed
by him during said period; and
should said Secretary determine that
said claimant has not been fully and
fairly paid, he is hereby authorized to
pay him any balance thus found
to be due out of any funds, now or
hereafter, in the hands of the Government
to the credit of the Shawnee Indians, not
otherwise appropriated; provided
that not more than one hundred dollars
shall be allowed for each child for the

ordinary scholastic year.

In order to ascertain the necessary facts and fairly adjust said account, the Secretary of the Interior may receive, or cause to be taken, the testimony of the parties interested and of residents in the vicinity of the school.

And the said Missionary Society of the Methodist Episcopal Church South having neglected to pay for said three sections of land and having thereby, and for the same reasons before stated as affecting the validity of the contract aforesaid, forfeited all claim or right to any legal or equitable interest in or to the said three sections of land, the provisions in the Treaty of May 10th 1854 in relation thereto are hereby abrogated and declared null and void; and the Secretary of the Interior shall sell said land upon such terms and in such quantities as he may deem best for the interest of the Tribe and upon the payment of the purchase money a patent in fee simple shall issue to the purchaser, his heirs or assigns.

Article 6 - The tract of land reserved /
To the Friends' Shawnee labor
School by the second article of the Treaty
of May 10th 1834 may be purchased by
said Society or such person as it may
designate, by the payment into the Treasury
of the United States at any time within
one year from the ratification hereof,
of one dollar and twenty cents per acre.

The American Baptist Missionary
Union having discontinued their
school hitherto kept upon the one
hundred and sixty acres of land
set apart for that purpose by the
above article of said Treaty, the said
tract of land shall be sold by
the Secretary of the Interior in the
manner provided for the sale of the
three sections of land in the preceding
article; the two acres of land set
apart to the Shawnee Baptist Church and
the five acres set apart to the Shawnee
Methodist Church in said Treaty, shall
be disposed of ^{and} sold by the Chief and Council
of the Tribe subject to the approval of the
Secretary of the Interior and upon such
sales and the payment of the purchase money
into the Treasury of the United States

for any of the lands herein a patent in fee simple shall be issued to the purchaser his heirs assigns or successors.

Article 7. It is agreed and stipulated that a fund shall be raised for the purchase of the tract of land mentioned in the first article, and as an addition to the tribal fund of the Shawnees, by the contribution of fifty dollars for each member of the Tribe, which sum shall be retained from the proceeds of the sales of the "Absentee Lands" and the tract belonging to the members of "Black Bob's Settlement" for each individual of said bands, and the same sum shall be paid into the Treasury of the United States, for each individual and the members of his or her family, by those Shawnees who have taken their lands in severalty, as a condition precedent to the sale of the land thus taken in severalty and the approval thereof by the Secretary of the Interior, and in compliance with said condition the party interested may sell the whole of his land subject to the approval of the Secretary of the Interior under such regulations as he may adopt, but any sale made without such payment of fifty dollars per capita as aforesaid shall be null and void; and

The said members of the Tribe who fail to make said payment within two years from the ratification of this Treaty, and who do not, before the expiration of the period named in Article ten, remove to the new home of the Shawnees and abide ~~with~~ the Tribe shall not thereafter be considered or held as members thereof, or entitled to any interest in their annuities, monies or lands; provided, that should the proceeds of the sale of the "Absentee Lands" prove insufficient to furnish the sum of fifty dollars for each individual ^{of that band}, such deficiency shall not affect the relations of the "Absentees" as members of the Tribe.

Of the money thus raised thirty thousand dollars shall be invested by the Secretary of the Interior and added to the Tribal fund, and so much of the residue as may be necessary shall be applied to the purchase of the tract of land aforesaid.

Article 8. The two thousand dollars perpetual annuities secured by the Treaties of August 3rd 1795 and September 29th 1817, and the interest on the forty thousand dollars mortgaged under the Treaty of May 10th 1854 and on the thirty thousand dollars provided by article seven hereof shall constitute a tribal fund of which two thousand dollars per annum shall be paid to the Chief and Council for their services, and the national expenses, fifteen hundred dollars shall be applied annually to pay a black smith and to furnish fuel and stock for the traps and the residue shall be applied to the support of common schools for the education of the children of the Tribe; provided that these payments shall be made by the Agent semi-annually in the months of April and October of each year

Article 9. The proceeds of the sales of the lands provided for in Article three, after deducting therefrom the contribution required by Article seven and the expenses incident to the sales, shall be paid over to the individual Shareners and the heads of families entitled thereto; and the proceeds of sales of the lands

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provided for in Article five and six shall in like manner be paid to the "Absentees" of the Tribe; provided that not more than one half of said proceeds shall be paid prior to the removal of the Shawnees to their new home.

Article 10 - The Shawnees agree to pay the expenses required to carry this Treaty into effect and remove to their new home within five years after the Secretary of the Interior shall inform them that it will be safe to do so.

Article 11. Claims having been presented against the Shawnees by members of the Tribe for money expended and of services rendered them and by other persons for land and money, the Delegation, parties to this Treaty, are authorized to examine into the same and if they are found to be just to allow what is due them in money, the land to be commuted at one dollar and twenty five cents per acre, and the amount thus allowed shall upon their written order be paid by the Secretary of the Interior, out of the interest on the forty thousand dollars and the three thousand

dollars annuity, mentioned in the eighth Article of this Treaty, which had accrued on the first day of January last and remains yet unpaid; and said fund is hereby set apart for that purpose and to defray the expenses incident to this Treaty, provided that such claims shall be presented within six months after the ratification of this Treaty.

Article 12. It is agreed that the Shawnees through their agent or attorney shall have the privilege of examining the records of the United States relating to their business, in which examination such assistance shall be furnished by the Indian Bureau as may be necessary to make the same full and complete, and if there shall be found due to the Tribe under any former Treaty goods, monies, or lands, a just commutation thereof in money shall be made and one half of the gross amount paid to them per capita and the other half invested by the Secretary of the Interior in bonds of the United States and the interest thereon shall be paid as an annuity, semi-annually, in the months of April and October of each year; and any other funds, which may remain from time to time unpaid, shall be invested and the interest thereon paid, in like manner.

Article 13. The Shawnee Tribe of Indians shall
possess and exercise the same powers
and privileges that other independent Tribes
have hitherto enjoyed under the protection
of the United States, and the tract of land
selected for their future home shall
never be included in any State or Territory
or subject to the laws or authorities thereof,
but the right of way for roads of every
description shall be enjoyed by the
United States and ^{may be} granted by the Gov-
ernment to other parties on just compen-
sation being paid therefor

Article 14. A large sum of money belonging
to orphan and incompetent Shawnees
having been intrusted to the care of persons
appointed under the eighth article of the Treaty
of May 10th 1834, it is agreed that the Secretary
of the Interior shall cause the same to
be collected from said persons and
paid to those entitled to it ~~from whom~~^{from whom}
such disability has been removed
and the balance shall be invested or
held by the United States, in trust, until
said Secretary shall order the same to
be paid to those entitled to receive it

Article 15. The Shawnees having suffered
great loss from depredations
committed upon their property, by those
in rebellion against the United States,
it is agreed that the parties interested
may file their claims for said losses,
together with the evidence in support
of them, which may be taken under
such regulations as the Secretary of
the Interior may prescribe, in the Office
of the Commissioner of Indian Affairs
with the understanding that the same
shall be submitted to Congress as soon as
practicable ~~after the expiration of the~~
~~next session~~, with a recommendation
that an appropriation be made to pay so
much of said claims as the said Secretary
may find to be justly due the parties
or their heirs, respectively.

Article 16. Those Shawnees who have received
lands in severalty under the
Treaty of May 10th 1837, and fail to comply
with the conditions in Articles Seven and
Ten ^{of the Treaty}, shall from and after the expiration
of the latest period fixed therein be held
and deemed ~~as~~ they are hereby declared
to be thenceforth citizens of the United States.

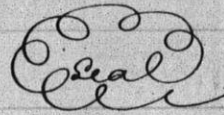
and as such shall be entitled to all the rights, privileges and immunities of citizenship and in all respects be subject to the laws of the United States, and of the State or Territory in which they may reside ~~as the other citizens thereof~~ ~~that they shall not be permitted to sell or alienate their said lands for the period of two years thereafter~~

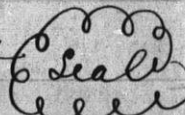
Article 17. The Shawnees agree to suppress the use of ardent spirits among their people and to resist by prudent measures its introduction into their settlements


Article 18. The Shawnees acknowledge their dependence on the Government of the United States and invoke its care and protection, and the United States hereby agree to protect them in their tribal rights and in their persons and property; and the United States further agree to support an Agent who shall reside with the Tribe, and also an interpreter whose salary shall not be less than four hundred dollars ^{per annum}, and his ~~travelling~~ ^{official} expenses when travelling ^{on business}.
~~per annum to his official business~~


In testimony whereof the said William
P. Dole Commissioner as aforesaid and the said
Charles Bluejacket. —————

————— delegates have hereunto set their
hands and seals this the day and year
first herein written.

Wm. P. Dole 
Commissioner.

Charles Bluejacket 

Charles Tucker 

Billy ^{his} _{mark} Wolf 

Signed and Sealed
in presence of the
undersigned

Mathew King Interpreter
J. B. Abbott U. S. Agent
James Steele
John W. Ray.