

Standing Rock Indian Reservation (Dakotas) 1902

LEASING OF THE INDIAN LANDS ON STANDING ROCK RESERVATION.

JUNE 9, 1902.—Ordered to be printed.

Mr. JONES, of Arkansas, from the Committee on Indian Affairs, submitted the following

REPORT.

[To accompany Senate Res. No. 226.]

The Committee on Indian Affairs, in obedience to the following resolution:

Resolved, That the Committee on Indian Affairs be, and it is hereby, authorized and directed to investigate certain alleged charges in connection with the leasing of the Indian lands on Standing Rock Reservation, contained in a letter of W. V. Wade in Senate Document numbered two hundred and twelve, first session Fifty-seventh Congress, and for that purpose to send for persons and papers, take testimony, and have leave to sit during the sessions of Congress; and that the necessary expenses be paid from the contingent fund of the Senate on vouchers to be approved by the committee to audit and control the contingent expenses of the Senate—

have thoroughly investigated the alleged charges in connection with the leasing of the lands on Standing Rock Reservation.

It summoned W. V. Wade, upon whose letter the charges seem to have been founded, together with all persons of whom it could hear who were supposed to have any knowledge of the facts in the case, and upon a thorough investigation of all parties, the committee are satisfied that there is no foundation whatever for the charges made.

The testimony taken in the case is herewith submitted. It will be seen from this that Mr. Wade admits that the language used by him in the letter referred to was based on rumors and that positive proof

was adduced, showing that Commissioner Jones had no connection, direct or remote, with the leases in question, and that his conduct in connection with them was entirely unselfish.

The committee are satisfied fully, after careful investigation, that there is no foundation whatever for the charges made, and they respectfully beg to be discharged from further consideration of the resolution.

LEASING OF INDIAN LANDS ON STANDING ROCK RESERVATION.

WASHINGTON, D. C., *May 26, 1902.*

The subcommittee met pursuant to notice.

Present, Senators Jones (chairman), Quarles, and McCumber.

The committee was appointed under the following resolution of the 13th of May, 1902:-

"Resolved, That the Committee on Indian Affairs be, and it is hereby, authorized and directed to investigate certain alleged charges in connection with the leasing of the Indian lands on Standing Rock Reservation, contained in a letter of W. V. Wade in Senate Document Numbered Two hundred and twelve, first session Fifty-seventh Congress; and for that purpose to send for persons and papers, take testimony, and have leave to sit during the sessions of Congress; and that the necessary expenses be paid from the contingent fund of the Senate on vouchers to be approved by the Committee to Audit and Control the Contingent Expenses of the Senate."

SWORN STATEMENT OF MR. W. V. WADE, OF MORTON COUNTY, N. DAK.

Senator QUARLES. Where do you live?

Mr. WADE. I live in Morton County, N. Dak.

Senator QUARLES. How long have you lived there?

Mr. WADE. I have lived in Morton County about twelve years.

Senator QUARLES. What is your business?

Mr. WADE. I am in the cattle business, raising cattle and horses.

Senator QUARLES. How far is your ranch or place of residence from Standing Rock Agency?

Mr. WADE. I live about 65 miles, perhaps, from the agency, but within a half mile of the reservation.

Senator QUARLES. Will you kindly point out on the map where the reservation is, where your place of business is, in reference to the line of the reservation?

Mr. WADE. This map is not exactly according to the late surveys, the surveys made last year. If I were to tell you where I live from that map, I should tell you that I live on the reservation. I live in about there [indicating], in that township, in range 87, township 130, the southwest corner of the township.

Senator QUARLES. When the advertisement was given out for the proposed leasing of a portion of Standing Rock Reservation, were you an applicant for the lease?

Mr. WADE. Yes—well, I do not understand that exactly, either. I was notified by the agent that I could put in a bid to run cattle on the reservation. That was the first time that I knew anything about it. When he wrote me the letter—

Senator QUARLES. We do not care anything now about any conversation between you and the agent. We are simply getting to the point of ascertaining whether you had any interest in the matter of the issuance of that lease.

Mr. WADE. Yes.

Senator QUARLES. Were there several other citizens living there about who had a similar interest?

Mr. WADE. There were; yes—two others living along the line of the reservation, and others living close by.

Senator QUARLES. Has your stock been in the habit of running on the reservation?

Mr. WADE. Yes; sometimes it has run on the reservation, but it has not been in the habit of running on it.

Senator QUARLES. Have they not customarily run on the reservation during the last five or six years?

Mr. WADE. At times they have; but that was not their range.

Senator QUARLES. Did you own a range where your cattle could run?

Mr. WADE. No; I did not.

Senator QUARLES. Where was the range which you say your cattle had?

Mr. WADE. Why, on the north side of Cedar Creek. Cedar Creek was the boundary line.

Senator QUARLES. On Government land?

Mr. WADE. Government land; yes.

Senator QUARLES. So that your cattle either ran on the Government land or on the reservation?

Mr. WADE. Yes; at times both.

Senator QUARLES. Were there any fences?

Mr. WADE. No fences to keep them out; only we tried to keep them off the reservation.

Senator QUARLES. So that when the question arose of renting that reservation you naturally felt an interest in it?

Mr. WADE. Yes.

Senator QUARLES. And the other stockmen out there felt the same way?

Mr. WADE. Yes.

Senator QUARLES. Do you remember when it was that the first of those leases was made?

Mr. WADE. I have the letters from the agency, written to me and telling me exactly the dates.

Senator QUARLES. If you can refresh your mind from the letter, that would answer the purpose?

Mr. WADE. I think it was in October, some time about the middle, that George Bingenheimer wrote me a letter telling me that he had been authorized to issue a permit, and telling me—

Senator QUARLES. We are simply after the date.

Mr. WADE. Well, the 15th of October, I should say. If you will permit me to look at the dates I can tell you exactly.

Senator McCUMBER. You were given that liberty. You may look at them.

Senator QUARLES. Certainly; I told you so.

Mr. WADE. The first letter that I received from the agency was October 18, 1901.

Senator QUARLES. What I am trying to arrive at is the date that the lease was made.

Mr. WADE. I do not know anything about any lease being made. I do not know anything about that.

Mr. TRUESDELL. The Senator is talking about permits.

Senator QUARLES. I am talking about the lease. The lease was made, Mr. Commissioner; was it?

Commissioner JONES. Yes.

Senator QUARLES. Mr. Wade, I suppose that portion of the reservation adjacent to your habitation was leased by authority of the Interior Department. Do you know anything about that?

Mr. WADE. I do not know anything about it.

Senator QUARLES. You did not know until the present time that any such lease had been made?

Mr. WADE. I knew that it was advertised to be let, and understood that somebody had got it. That is all I understood about it—understood that somebody had got it. I do not know who it was.

Senator QUARLES. When did you first learn that somebody had got it?

Mr. WADE. Why, I think along about the 15th of January.

Senator QUARLES. You didn't know then that it was leased, but had a vague idea that somebody had got it; is that it?

Mr. WADE. No; I heard that it was leased. Some one told me. I do not remember now who it was. Somebody told me it was leased, and I think I saw it in the paper. I am not sure.

Senator QUARLES. Then, if I understand you aright, you made no application or bid to obtain a lease?

Mr. WADE. Yes; I did. I made three different applications—two different applications to the agent.

Senator QUARLES. Prior to the 15th of January?

Mr. WADE. Yes.

Senator QUARLES. On or about the 15th of January you heard that somebody had received the lease?

Mr. WADE. Yes.

Senator QUARLES. You did not know whom?

Mr. WADE. Why, I understood that it was the Milwaukee Railroad Company.

Senator QUARLES. The Milwaukee Railroad Company?

Mr. WADE. The Milwaukee Railroad Company is the one that we understood had leased it.

Senator QUARLES. Did you know anything about the terms of the lease?

Mr. WADE. No; I did not, only as advertised from the Indian Office. I have a proposal from the agent, of the 6th day of January, proposing to lease the reservation on the 10th day of January.

Senator QUARLES. My question to you is whether on the 15th day of January you knew anything about it.

Mr. WADE. All I knew about it is I knew that there were proposals

out for the leasing of the reservation, and heard that it had been leased here in Washington.

Senator QUARLES. And that is all you know?

Mr. WADE. Yes. I did not know anything about the leasing of that reservation (but the proposals were out to lease it) until the 6th day of January.

Senator QUARLES. I am not interested in that; what I am interested in is the information you had on the 15th of January regarding this lease which you understood in a general way had been issued to the Milwaukee Railroad Company.

Mr. WADE. All I know about it is what I heard.

Senator QUARLES. And you know nothing about the figures in that lease or about the rental price?

Mr. WADE. Yes; I heard that the lease figures were 1 cent and 3 mills an acre.

Senator QUARLES. Then you have heard more about it?

Mr. WADE. Yes; I have heard considerably more.

Senator QUARLES. Then you heard that a lease was made upon a definite basis of 1 cent and 3 mills, or something, an acre?

Mr. WADE. Yes; we heard conflicting reports; every once in a while heard that it was leased and then that it was not leased. We did not know what to believe.

Senator QUARLES. I have here what purports to be a copy of a letter which I will show to you, a letter bearing date the 16th day of January, 1902, dated at Wade, N. Dak., and purporting to be signed by you. I have not the original letter.

The CHAIRMAN. Here is a copy. The same thing is in the record here.

Senator QUARLES. Kindly look at the print which is on page 97 of Senate Document No. 212, Fifty-seventh Congress, first session, and state whether you wrote that letter.

Mr. WADE. Yes; I wrote that letter.

Senator QUARLES. Had you ever met the Senator to whom this letter purports to be addressed?

Mr. WADE. No; I never had; but I would like to say that I do not think that I used the word "connected," but perhaps the other word.

Senator QUARLES. We will get to that in a little while in the orderly course of the investigation. Let me call your attention to the first sentence of that letter, which reads as follows:

"Seeing by the papers that you are taking some interest in the wrongs being done the Sioux Indians by the renting of their reservation to a company in which the Commissioner of Indian Affairs is connected, I take the privilege of writing you upon the subject," etc.

Do you remember writing that?

Mr. WADE. Yes; I remember writing it; but, as I said before, I did not use the word "connected;" I thought I used the word "interested." That would be my memory of the thing. But perhaps one word is just as bad as the other.

Senator QUARLES. It would make no apparent difference in the meaning—

Mr. WADE. No; I would not think so.

Senator QUARLES. Whether you said "connected" or "interested," because connected as used here would mean interested. I wish you would state to this committee fully and fairly and without any reser-

vation whatever information you may have upon which you base this statement in this letter. Let me ask you, before you answer that, whether at the time you wrote this letter you were acquainted with Mr. Commissioner Jones?

Mr. WADE. No.

Senator QUARLES. Had you ever seen him?

Mr. WADE. Yes. I had never met him, but I had seen him.

Senator QUARLES. You never met him to be acquainted with him personally?

Mr. WADE. No; I never met him personally.

Senator QUARLES. Now answer my question.

The stenographer read the question, as follows:

"I wish you would state to this committee fully and fairly and without any reservation, whatever information you may have upon which you base this statement in this letter."

Mr. WADE. Well, I had heard that Commissioner Jones was interested in the Milwaukee Railroad Company. The man who told me that—do you want the whole thing?

Senator QUARLES. Yes.

Mr. WADE. The first man who told me that Mr. Jones—I did not know the man; he came to my house and stayed a while, got dinner, fed his horse, and went on—he said that Mr. Jones was connected with the Milwaukee Railroad Company, and he thought that he was a director at one time. After that I heard it remarked several times—a good many times—that Mr. Jones was connected with the Milwaukee Railroad Company.

Senator QUARLES. When you speak of Mr. Jones, you mean the Commissioner?

Mr. WADE. I mean Commissioner Jones.

Senator QUARLES. What Milwaukee Railroad Company?

Mr. WADE. I did not know that there was more than one Milwaukee Railroad Company—the Chicago, Milwaukee and St. Paul Railroad Company they call it when you get down to the name.

Senator QUARLES. That is definite. You understood it was the Chicago, Milwaukee and St. Paul Railroad Company?

Mr. WADE. We call it the Milwaukee system up there.

Senator QUARLES. That is right. What was the name of the man who stopped and got dinner with you and gave you the first intimation of this kind?

Mr. WADE. I did know his name, but I can not remember it. He stopped there. He said he was looking over the reservation. He told me that it was going to be leased and he got to talking about it.

Senator QUARLES. Did he assume in talking to you to have any knowledge of his own or was it mere gossip?

Mr. WADE. He did not tell me; I did not ask him, and he did not tell me.

Senator QUARLES. Do you know whether that man belonged about there or not?

Mr. WADE. No; he does not.

Senator QUARLES. Where does he belong?

Mr. WADE. I do not know.

Senator QUARLES. You do not know?

Mr. WADE. No; I do not know.

Senator McCUMBER. May I ask a question here?

Senator QUARLES. Certainly.

Senator McCUMBER. Was the man assuming to act for the Chicago, Milwaukee and St. Paul Railroad Company when he was looking over this land?

Mr. WADE. He said he was looking it over.

Senator McCUMBER. He did not say for whom he was looking it over?

Mr. WADE. No.

Senator QUARLES. You do not know who it was who came there?

Mr. WADE. No.

Senator QUARLES. You do not know where he is?

Mr. WADE. No.

Senator QUARLES. And you never had seen him before?

Mr. WADE. I would not say that. I might have seen him, but would not know him. I do not know that I had seen him before.

The CHAIRMAN. You have no way of refreshing your memory so as to enable you to say who he is—no memorandum?

Mr. WADE. No; he came to the ranch where we were and got dinner, fed his horse, and went on.

The CHAIRMAN. Did he tell you what his business was?

Mr. WADE. He said he was looking the reservation over.

The CHAIRMAN. Did he tell you what his business was?

Mr. WADE. No; he did not.

Senator QUARLES. He did not tell you whether he lived North or South?

Mr. WADE. No.

Senator McCUMBER. For what purpose was he looking over the reservation?

Mr. WADE. I did not ask him. He talked as though he was leasing it. He talked that way. That is the way the conversation drifted.

Senator QUARLES. When was that?

Mr. WADE. That was in June some time.

Senator QUARLES. June before this January.

Mr. WADE. June, 1901.

Senator QUARLES. How did it happen that you had any conversation with him regarding the Indian Commissioner?

Mr. WADE. He said, "This reservation is going to be leased." I said, "I don't think the Indians will lease that reservation." I said, "I don't think it will be leased, because I don't think the Indians will sanction it." Finally he told me in a very positive way that he wanted to give me a pointer or two to this effect: "It does not make any odds whether the Indians want it or not, it will be rented." He said, "the Milwaukee Railroad Company want this lease, and if you don't know it I'll tell you just now that Mr. Jones is interested in the Milwaukee Railroad Company, and it will not make any odds whether the Indians want it or not, it will be leased."

Senator QUARLES. Is that what he said, "Mr. Jones?"

Mr. WADE. As nearly as I can remember.

Senator QUARLES. Try to remember. Is that what he said?

Mr. WADE. I have told it all.

Senator QUARLES. That is as nearly as you can remember it?

Mr. WADE. Yes.

Senator QUARLES. Go on and state what further he said.

Mr. WADE. I do not know that he said very much more that you would want to hear in regard to this matter.

Senator QUARLES. That is all he said in regard to that matter?

Mr. WADE. Yes.

Senator QUARLES. Then I infer that there was nothing said to connect the person whom he calls Jones with the Indian service. Is that right?

Mr. WADE. Did I not say Commissioner Jones?

Senator QUARLES. No.

Mr. WADE. We leave off the commissioner sometimes, perhaps a good deal—like Grant. There is only one Jones up that way.

Senator QUARLES. Jones is not in evidence out there; you do not know anybody around there by the name of Jones?

Mr. WADE. Not lately; only one Jones.

Senator QUARLES. Now, I distinctly asked you whether he said Mr. Jones and you said he did.

Mr. WADE. He said Commissioner Jones, if you will allow me to repeat it.

Senator QUARLES. That is clearly different from Mr. Jones.

Mr. WADE. Yes; Commissioner Jones.

Senator QUARLES. You feel quite sure about that, do you?

Mr. WADE. Yes; positive. I could not tell you every word we used there in that talk. We talked quite a bit about it. He got a little hot, and I got warm about it myself, and we said things that I have forgotten. He said that, and I can tell you other men who told me this—that is—

Senator QUARLES. Wait a minute. Let us get through with this matter.

Mr. WADE. Well, go on.

Senator QUARLES. Have you any way of ascertaining who this man is, where he lives, or what his business is; have you any knowledge of any way in which this committee can identify him?

Mr. WADE. I think I could find out. If I had time, I could go and get you the man. He left a trail there that could be followed.

Senator QUARLES. What kind of trail did he leave?

Mr. WADE. Other people saw him besides myself. I can bring you witnesses who heard this conversation, if I can find them. The man who worked for me last summer was there; but I do not know that I could get him now.

Senator QUARLES. Do you suppose he would have any more information than you have as to where that stranger went?

Mr. WADE. He might remember—well, no.

Senator QUARLES. What I am trying to ascertain is whether there is any way for the committee to find out who that stranger is or where he is.

Mr. WADE. If anybody wanted to put a detective on his trail, we could run him down.

Senator QUARLES. It would be a pretty long trail from June, 1901, would it not?

Mr. WADE. That is what I would do if I wanted him pretty badly. I would get on his trail and follow him.

Senator QUARLES. You think you could follow him from June, 1901?

Mr. WADE. I think so.

Senator QUARLES. I think that would be quite an undertaking. Well, we have exhausted that subject now, have we not, so far as your personal knowledge and information are concerned?

Mr. WADE. Yes; so far as I am concerned, you have exhausted it.

Senator QUARLES. Who was the next man, if any, that you heard speak of Mr. Commissioner Jones having any relation with the Milwaukee Railroad Company or the Chicago, Milwaukee and St. Paul Railroad Company?

Mr. WADE. I do not know that they knew anything about it. I have heard several mention that—say that Commissioner Jones was interested in the Milwaukee Railroad Company. I do not know that they knew any more than I do.

Senator QUARLES. I asked you who is the next person.

Mr. WADE. I could not tell you the next; probably in the next ten.

Senator QUARLES. Tell me the next one you do remember after this stranger who has now disappeared?

Mr. WADE. There are several who told me so—that is, they told me that they had heard so. I do not know that they knew.

Senator QUARLES. That is the point I am trying to reach. Will you tell whether any other human being, after this stranger had gone, who ever said to you that Commissioner Jones was interested in this railroad company?

Mr. WADE. They told me that they had heard so.

Senator QUARLES. That is a very different thing. What I am trying to get at is whether anybody else ever told you that he was interested?

Mr. WADE. I do not know. I do not remember anyone telling me that they did know that he was, but they told me that they heard so.

Senator QUARLES. That is the point I want.

Mr. WADE. Well, now, that is the exact story.

Senator QUARLES. Can you now name any person who told you that he heard that Mr. Jones was connected with that road?

Mr. WADE. Yes.

Senator QUARLES. Kindly state the first one in order of time whom you remember?

Mr. WADE. I do not know. That would be hard work to remember the first one or the second one, so far as I know.

Senator QUARLES. I am asking you for the first one?

Mr. WADE. Whom I can remember?

Senator QUARLES. Yes.

Mr. WADE. I do not know. I asked one man in particular; I thought he would know as much about it as anybody, and I asked him—

Senator QUARLES. Who was that?

Mr. WADE. He also told another man the same thing that he told me. Now, then, if I should tell that here and you should send for him and he should contradict me, I would like to have the privilege of having another man come here to whom he told the same thing.

Senator QUARLES. We will not cross that bridge until we get to it.

Mr. WADE. I am looking ahead.

Senator QUARLES. Answer this question for the time being.

Mr. WADE. I asked George Bingenheimer. He said—

The CHAIRMAN. Is he the Indian agent?

Mr. WADE. The Indian agent. I asked him if Commissioner Jones was interested with the Chicago, Milwaukee and St. Paul Railroad Company, and he hesitated a minute and said, "Yes; I understand so." That is the question I put to him, the exact question, "If Commissioner Jones was interested in the Chicago, Milwaukee and St. Paul Railroad."

Senator QUARLES. About what time was that?

Mr. WADE. That was along in the winter some time, about the time this—

Senator QUARLES. Was it before or after you wrote this letter?

Mr. WADE. It was before, or about that time.

Senator QUARLES. Now, think it over.

Mr. WADE. About that time, I should think.

Senator QUARLES. About that time. It might have been after instead of about the time?

Mr. WADE. No; I do not think it was after at all. I am sure it was not, because I did not see Mr. Bingenheimer for a long time after that.

Senator QUARLES. Did you see Mr. Bingenheimer on the 15th of January?

Mr. WADE. I saw him some time about that time. I can not remember when I saw him, but about that time.

Senator QUARLES. Well, when you saw him on that day?

Mr. WADE. I can not remember.

Senator QUARLES. Where was it that you had the talk with Bingenheimer?

Mr. WADE. In Mandan.

Senator QUARLES. How far is that from the agency?

Mr. WADE. About 55 miles.

Senator QUARLES. How often were you in Mandan?

Mr. WADE. When, now?

Senator QUARLES. No; at that time. How often were you in the habit of visiting Mandan then?

Mr. WADE. I stayed in Mandan nearly all winter; went out to the ranch several times; I can not remember how many. But I lived in Mandan last winter.

Senator QUARLES. How often was Bingenheimer in Mandan last winter?

Mr. WADE. Not very often.

Senator QUARLES. So that the interview was at Mandan?

Mr. WADE. The interview was at Mandan.

Senator QUARLES. What part of Mandan; in some building or on the street?

Mr. WADE. Well, I think that it was in Mr. Clark's drug store, if I am not badly mistaken.

Senator QUARLES. Was it in the daytime or in the evening?

Mr. WADE. I can not say exactly when it was. I do not remember whether it was in the evening or when it was. I had several conversations with him. I used to talk with him down to my home frequently.

Senator QUARLES. I am speaking of one talk. Let us keep to this.

Mr. WADE. Very well.

Senator QUARLES. You can not tell whether it was in the daytime or in the evening?

Mr. WADE. No; I do not remember.

Senator QUARLES. Who was present?

Mr. WADE. George Bingenheimer and myself.

Senator QUARLES. No one else?

Mr. WADE. No one else.

Senator QUARLES. Now, tell all that was said on that subject, if you will.

Mr. WADE. We were talking about leasing the reservation, and I thought I would ask him that question because I had heard it.

Senator QUARLES. Never mind your reasons; kindly tell us—tell the committee—who first spoke about the matter of Jones?

Mr. WADE. I guess I did.

Senator QUARLES. What did you say?

Mr. WADE. We were talking about the leasing of the reservation.

Senator QUARLES. I mean what did you say first in regard to Jones's connection with it?

Mr. WADE. I asked Mr. Bingenheimer—I said, "is Commissioner Jones interested"—the word I used was "interested"—"in the Chicago, Milwaukee and St. Paul Railroad." I do not know but I said "Milwaukee Railroad;" and he hesitated a minute and said, "Yes; I understand so."

Senator QUARLES. What further was said?

Mr. WADE. I do not know that there was anything further said about that. I do not remember. I remember asking the question, because I wanted to find out by him if I could.

Senator QUARLES. Now, you can not tell what part of the winter that was, whether it was the first part of the winter or not?

Mr. WADE. It was after we commenced talking about leasing it, and after they sent out proposals for permits and one thing and another.

Senator QUARLES. Was that the only conversation that you had with Bingenheimer on that subject?

Mr. WADE. No.

Senator QUARLES. When did you have the next conversation with him on that same subject? I mean in regard to Commissioner Jones.

Mr. WADE. I do not know. That was all about Commissioner Jones.

Senator QUARLES. That was all you said to Bingenheimer about Commissioner Jones at any time?

Mr. WADE. Oh, no; we have talked about it.

Senator QUARLES. Any time prior to the writing of this letter which is dated the 16th day of January?

Mr. WADE. On that subject?

Senator QUARLES. Yes.

Mr. WADE. No; that was all I said to him on the subject of Commissioner Jones's connection with the Milwaukee Railroad.

Senator QUARLES. Did you have in mind when talking to Bingenheimer the conversation that you have related to the committee here of that stranger who disappeared?

Mr. WADE. Yes; I had.

Senator QUARLES. That is what you had in mind?

Mr. WADE. Yes.

Senator QUARLES. So that, when talking to Bingenheimer, you had in mind the expression of the stranger who had disappeared?

Mr. WADE. I do not know that it was. That stranger lingered in

my memory, and I wanted to clear that up a little bit, and I asked Bingenheimer for general information.

Senator QUARLES. Did you tell Bingenheimer about this stranger?

Mr. WADE. No; I do not think I said anything to him about him. I do not know but I did. I would not say that I did and would not say that I did not.

Senator QUARLES. You do not remember about that?

Mr. WADE. No.

Senator QUARLES. You did not ask Bingenheimer whether he saw that fellow that was there, so far as you can remember?

Mr. WADE. I do not think I ever said anything to Bingenheimer about it.

Senator QUARLES. Now, we have gotten through with Bingenheimer. Who, if anyone, was the next one who stated to you that he had heard that Mr. Jones was connected with the Milwaukee Railroad?

Mr. WADE. I do not know whether I ever asked anybody else; but I have heard them say so frequently. I have heard several people say they heard so.

Senator QUARLES. I ask you if you can name the next person whom you can remember?

Mr. WADE. No; I can not. I remember asking the question of people who told me that there was nothing in it; that it was not so.

Senator QUARLES. How many other persons do you suppose you have addressed on that subject?

Mr. WADE. I have addressed a good many lately.

Senator QUARLES. What do you mean by lately?

Mr. WADE. I mean lately; within the last two or three weeks, if you can call two or three weeks lately.

Senator QUARLES. Now, confining yourself, if you will, to the date of this letter, which is January 16, 1902, can you now think of any other person who prior to the date of that letter informed you that he had heard that Mr. Jones was connected with the Chicago, Milwaukee and St. Paul Railroad Company?

Mr. WADE. I can not. I can not recall to memory now any particular person.

Senator QUARLES. Would you swear that anyone told you—

Mr. WADE (interrupting). Yes.

Senator QUARLES (continuing). Prior to the date of this letter—

Mr. WADE (interrupting). Yes.

Senator QUARLES (continuing.) Except the stranger and Bingenheimer?

Mr. WADE. I would not swear that they told me that was the fact. Mr. Bingenheimer did not tell me that was a fact; he said others told him. Others told me that they heard so.

Senator QUARLES. You would oblige the committee very much if you could give the name of any person who, before the date of this letter, said to you that he heard that Mr. Jones was connected with the railroad company. If you can not do it, kindly say so; if you can, kindly proceed.

Mr. WADE. I think I could, if I could remember—if I had a chance to think it over. I do not know that I could tell you anybody now, or give the name of anybody who told me the name of any particular one.

The CHAIRMAN. Did anybody tell you that as a fact, or did they tell you that they heard it?

Mr. WADE. This first man told me as a fact. He seemed to speak from knowledge; but I have never heard anyone speak from knowledge since.

Senator QUARLES. Mr. Chairman, Mr. Wade has already spoken of that. He said no one told him that as a fact.

Mr. WADE. No; Mr. Bingenheimer told me of it, but said "yes, I heard so," or "understood so;" one or the other.

Senator QUARLES. But you think that you have spoken to a good many persons on that subject at different times?

Mr. WADE. Yes; I have asked a good many. I could tell you a good many of them whom I have asked, since I have thought it over.

Senator QUARLES. Will you inform the committee why you were interesting yourself to such an extent to learn whether Mr. Jones was connected with the railroad company?

Mr. WADE. Yes; I could tell you very easily.

Senator QUARLES. That is what we would like to know.

Mr. WADE. Did you ask me why I had interested myself?

Senator QUARLES. Yes.

Mr. WADE. I saw an article in the Minneapolis Journal, I think it was, that Mr. Jones had been up in our country looking for me, but could not find me, or something of that kind. I was out to the ranch. It then went on to say—I do not remember the article exactly, but I saw that he was very anxious to know how and where, or know why I made that statement. I thought probably that I would have to answer it and I took a good deal of trouble to try to find out where these rumors came from, and I asked a good many—asked everybody who I thought would know something about it.

But I could not find anybody who knew anything about it. I wanted to find Mr. Bingenheimer again, but I could not. I thought it would be no use; that it would be the same as before. I asked Mr. Parkin, and he said no. I thought he would know; but I think he said no; it was not any such thing. I asked him if he ever heard it, and he said he had heard it, but there was no foundation for it.

Senator QUARLES. When did you first think that it was important for you to verify this statement in your letter of January 16?

Mr. WADE. When did I first think so?

Senator QUARLES. Yes.

Mr. WADE. About the time that article came out. I do not remember when it was. I can not remember the date. I saw the article in the paper; somebody handed it to me.

Senator QUARLES. Are you referring now to the Minneapolis paper?

Mr. WADE. The Minneapolis Journal, I think it was.

Senator QUARLES. Was any reference made to this letter in that article?

Mr. WADE. Yes.

Senator QUARLES. Well, then, we come to this proposition, and I want to be sure, now, that the committee can rest upon it: This statement in your letter of January 16, to the effect that the Commissioner of Indian Affairs is connected with a company to whom this lease has been made, rested purely upon hearsay, so far as you know?

Mr. WADE. Purely on hearsay. I know nothing about it personally; only what I heard.

Senator QUARLES. And you do not know any fact that has any bearing on that question?

Mr. WADE. No; I do not.

Senator QUARLES. Then, if I understand you aright, you stand here as admitting that on the 16th day of January you charged that the Commissioner of Indian Affairs had connection with the company that had taken that lease without any evidence upon which to rest that at all?

Mr. WADE. Yes; without any positive evidence. What I supposed was correct was proved not—

Senator McCUMBER. You did not finish your statement. What were you going to say?

Mr. WADE. I was going to say, but did not, "proved not to materialize."

The CHAIRMAN. Permit me to ask a question right there.

Senator QUARLES. Certainly.

The CHAIRMAN. In the latter part of that letter you say: "But I think a thorough investigation will show up some dark objects only slightly under cover." That was an opinion?

Mr. WADE. That did not refer to Commissioner Jones. I did not refer to him at all; did not mean that to refer to him at all. It only meant—if you will allow me to explain—

Senator QUARLES. If it has no reference to Commissioner Jones that is all we care to know.

Mr. WADE. It had no relation to Commissioner Jones, and I did not mean it to have.

Senator QUARLES. So that there is nothing in that letter near the end, the sentence regarding dark objects, that refers to Commissioner Jones? When you wrote it, you did not intend it to apply to him at all?

Mr. WADE. I did not intend that to apply to Commissioner Jones at all.

The CHAIRMAN. That is conjecture. But in the first part of this letter you state a fact, it seems to me. You say that Commissioner Jones is connected with that company.

Mr. WADE. That is something, too, that I would like to explain a little bit.

The CHAIRMAN. Certainly.

Mr. WADE. I do not know but that anybody would take that letter and derive that meaning from it. But at the time I wrote that letter this thing was all mixed up. It was not leased at that time, as I understood it, but I understood it was going to be leased, or was about to be leased, or perhaps would be leased, to the Milwaukee Railroad Company, and if I could believe what I heard and believe what was taking place, it looked to me like he was going to let it to the Milwaukee Railroad Company, and if he was connected with it I did not think it right to let it to the Milwaukee Railroad Company. I did not mean to bring Commissioner Jones into it as anything crooked.

I know, now, after making inquiries. Talking with Mr. Jones in the forenoon, he told me that he was never connected with the Milwaukee Railroad Company, and I believed him. I believe he was not connected with the lease. But I believed if that was leased to the Milwaukee

Railroad Company by any of Mr. Jones's agents—if they did it thinking they were doing him a favor, it was not right.

Senator QUARLES. You know now that that was not a lease to the Milwaukee Railroad Company?

Mr. WADE. No; I do not. I understand that Mr. Lemmon represented the Milwaukee Railroad Company up there.

Senator QUARLES. Mr. Lemmon is one person and the Milwaukee Railroad Company others. I do not know that I have any right to interrogate you about that.

The CHAIRMAN. There is no objection to letting all the facts come out if there be any question about it. I do not suppose there is any.

Senator QUARLES. Is that all you can tell us in regard to this whole matter? As I understand you, now, it was not your deliberate purpose to make a charge against the commissioner, but that the language went further than you intended in your own mind to go at the time. Is that right?

Mr. WADE. That is right so far as Commissioner Jones is concerned. That part of the letter had no reference to him. I did not mean that to have any reference to Commissioner Jones.

Senator QUARLES. Have you any questions, gentlemen? It seems to me that is all there is of it. It shows conclusively that the statement rests on mere hearsay.

The CHAIRMAN. It seems to me so.

Senator McCUMBER. That letter was based absolutely on mere rumors. Is that true?

Mr. WADE. That is all I know—that it was rumor. The first man I took it for granted that it was official, perhaps.

Senator McCUMBER. And even the rumor was simply that Mr. Jones had some interest in the Chicago, Milwaukee and St. Paul Railway Company?

Mr. WADE. That was the rumor, of course. And when I asked some of those who told me—the persons whose names I could give who told me that Commissioner Jones was interested in the Milwaukee road—I told them that I was up the stump, and asked if they could prove that; how they knew. They said all they knew was what somebody had told them—that they had heard it.

The CHAIRMAN. Is it thought necessary to examine anybody else?

Senator QUARLES. There is no need of any further statement from Mr. Wade.

The CHAIRMAN. We may take the statement of Mr. Commissioner Jones.

Senator QUARLES. Of course. But there are several others here who have been summoned.

SWORN STATEMENT OF MR. GEORGE E. LEMMON, OF SPEARFISH, S. DAK.

Senator QUARLES. Where do you live?

Mr. LEMMON. Spearfish, S. Dak.

Senator QUARLES. Are you the person to whom one of the leases on the Standing Rock Reservation was made?

Mr. LEMMON. Yes; I am.

Senator QUARLES. This last season?

Mr. LEMMON. Yes; in January.

Senator QUARLES. Are you acquainted with Commissioner Jones?

Mr. LEMMON. Yes; I became acquainted with him at the time the lease was made.

Senator QUARLES. When did you first meet him?

Mr. LEMMON. I met him a couple of days before the bids were opened. I do not remember the exact date the bids were opened; on the 11th day of January, and I met him, probably, on the 9th day of January.

The CHAIRMAN. The first time?

Mr. LEMMON. The first time; yes.

Senator QUARLES. Did you take that lease as an individual?

Mr. LEMMON. Yes.

Senator QUARLES. Has the Chicago, Milwaukee and St. Paul Railroad Company any interest in that lease?

Mr. LEMMON. None, whatever.

Senator QUARLES. I wish you to state whether Commissioner Jones in any way, directly or indirectly, either in his own name or in the name of anybody else, has in any way any interest of any conceivable nature in that lease which you took for a part of the Standing Rock Reservation.

Mr. LEMMON. Mr. Jones has not; neither has the Chicago, Milwaukee and St. Paul Railroad Company any interest whatever in it. The lease is in my name, and there is no one particularly interested in that lease except myself.

Senator QUARLES. You say that they are not interested?

Mr. LEMMON. Yes.

Senator QUARLES. Has Mr. Jones ever been interested in it in any way?

Mr. LEMMON. No; never.

Senator QUARLES. Is there any contingency by which he is to be directly or indirectly benefited by it?

Mr. LEMMON. No.

Senator QUARLES. Is he to receive any "rake off" from it?

Mr. LEMMON. No; nothing of the kind has been mentioned.

The CHAIRMAN. Or interest?

Mr. LEMMON. No. Neither is the Chicago, Milwaukee and St. Paul road interested in any shape or form in our lease or in our company. I am one of a company. The lease is in the name of G. E. Lemmon. We expect to run a company on the lease.

Senator QUARLES. By company you do not mean the Chicago, Milwaukee and St. Paul Railroad?

Mr. LEMMON. No.

Senator QUARLES. You mean a cattle company?

Mr. LEMMON. Yes. If they were interested, I would be bound to know it, as I am the secretary of the company. If there was any stock in their hands, I would be bound to know it.

Senator QUARLES. And you did not reserve any interest for Commissioner Jones?

Mr. LEMMON. No.

Senator QUARLES. "Straight goods" all the way through?

Mr. LEMMON. Yes.

Senator McCUMBER. The Chicago, Milwaukee and St. Paul Railroad Company is not interested in the lease?

Mr. LEMMON. No.

Senator McCUMBER. Interested in the stock raising in any way?

Mr. LEMMON. No; there are only four of us in our company—R. C. Lake, T. B. Tomb, Bud Rose, and G. E. Lemmon. There is no one interested in that particular lease except the stockholders of the company. The lease is in my name—the name of G. E. Lemmon.

SWORN STATEMENT OF W. I. WALKER, OF OMAHA, NEBR.

Senator QUARLES. Where do you live?

Mr. WALKER. I live at Omaha, Nebr., now.

Senator QUARLES. Have you any knowledge about the lease of the Standing Rock Reservation this last winter?

Mr. WALKER. I have such knowledge as a bidder would have. I was a bidder on that lease.

The CHAIRMAN. For a different lease from the Lemmon lease?

Mr. WALKER. No; it was all one tract. It was advertised together. I bid on it all.

Senator QUARLES. So that you were out there at the time of the letting?

Mr. WALKER. I was in Washington at the time of the lease. It was let here.

Senator QUARLES. You have had more or less knowledge about the matter of that lease, both before and after the leasing took place?

Mr. WALKER. Yes.

Senator QUARLES. How long have you known Mr. Commissioner Jones?

Mr. WALKER. Well, sir, I think ever since he has been in office.

Senator QUARLES. I wish you now to state to the committee for their information what you know, if anything, about any connection, direct or indirect, of Mr. Commissioner Jones with any of those leases, or with any other matter—I mean financially connected?

Mr. WALKER. A part of that lease was awarded to me when the awards were made. The leases were executed, but never approved, so that my lease was never approved, and with that I can say that neither Mr. Jones nor any other person had any connection whatever.

Senator QUARLES. Do you know Mr. Lemmon, who has just testified?

Mr. WALKER. Yes; I know Mr. Lemmon.

Senator QUARLES. How long have you known him?

Mr. WALKER. Oh, I do not know. I have known Mr. Lemmon several years.

Senator QUARLES. Do you know any fact, from your dealing in this transaction, that would raise any suspicion in your mind that Mr. Jones had any connection with any of these leases?

Mr. WALKER. No. I know all about that lease. I was present when the awards were made; knew when the awards were made; knew the bidders (there were six bidders), and so far as I know Mr. Jones had no connection whatever with them.

Senator QUARLES. The committee would be under obligation to you if you will freely and fully disclose any fact which would raise a suspicion in your mind that Commissioner Jones was connected in any way with either of those companies in the letting of the lease.

Mr. WALKER. There is no suspicion, there is no fact or incident connected with it in any way to lead me to believe that he had any connection with it. Mr. Commissioner Jones held us down in making those

leases a little harder than the advertisement called for in the way of protecting the Indians. When the awards were made they were on little different lines from the advertisement. But that was not for the benefit of the lessee. It was against him.

Senator QUARLES. And the result of it was that you did not get your lease; it was not approved by the Indian Department?

Mr. WALKER. The Secretary? No, sir; the Secretary never approved my lease, and the Chicago, Milwaukee and St. Paul Railroad Company had nothing to do with my lease or bid.

Senator QUARLES. Or, so far as you know, with the Lemmon lease?

Mr. WALKER. No; so far as I know never had any connection in any way with it; never heard of it.

SWORN STATEMENT OF MR. J. A. TRUESDELL, OF WASHINGTON, DISTRICT OF COLUMBIA.

Senator QUARLES. Where do you live?

Mr. TRUESDELL. Washington, D. C.

Senator QUARLES. And what is your business?

Mr. TRUESDELL. A newspaper man.

Senator QUARLES. Who caused you to be subpoenaed here; do you know?

Mr. TRUESDELL. I do not know.

The CHAIRMAN. You were subpoenaed, were you?

Mr. TRUESDELL. I was subpoenaed.

Senator QUARLES. Have you heard the testimony of Mr. Wade, just given?

Mr. TRUESDELL. I have; yes.

Senator QUARLES. And that of Mr. Lemmon?

Mr. TRUESDELL. Yes.

Senator QUARLES. With what paper are you connected?

Mr. TRUESDELL. The Philadelphia Ledger.

Senator QUARLES. You have heard the testimony of the three witnesses who have just appeared here?

Mr. TRUESDELL. Yes.

The CHAIRMAN. Is the paper that you represent one of the papers that have been publishing statements suggesting that Commissioner Jones was censurable in this matter?

Mr. TRUESDELL. The Ledger has not. I have seen no such statements in any paper.

The CHAIRMAN. I asked if your paper was.

Mr. TRUESDELL. No.

Senator QUARLES. I am wholly unadvised as to why you were called, therefore I shall have to ask you in a general way whether you have any information bearing upon the testimony of these three witnesses here touching the letting of leases for Standing Rock Reservation.

Mr. TRUESDELL. As affecting—

Senator QUARLES. As affecting any financial interests of Commissioner Jones.

Mr. TRUESDELL. The only positive testimony that I can give as to that point is this. I will state what it is, and if you want to pursue the inquiry you can go on and do so. The only knowledge I have came from the Commissioner himself in a personal conversation he held with

me the day the Lemmon lease was signed. What day that was, I have forgotten, but it was in his own office.

Senator QUARLES. Did that relate to his own participation in the matter?

Mr. TRUESDELL. Yes.

Senator QUARLES. State what he said.

Mr. TRUESDELL. There was considerable conversation preceding what he said as to this precise point, which perhaps is not pertinent. But he declared to me that he had no financial interest whatever in this lease.

Senator QUARLES. How did you happen to raise that question with the Commissioner at that time?

Mr. TRUESDELL. I said a good deal to him in connection with the circumstantial aspect of the matter, and I said possibly that it wore the color of fraud.

Senator QUARLES. To what did you allude then?

Mr. TRUESDELL. I alluded to the fact that but seventeen days had passed between the letting and opening of the bids; I alluded to the fact that his minimum rate was 3 cents, and he got less than a half cent; I alluded to the fact that there were six bidders, and there were only five considered. I told him that his attitude toward the Indians was not in loco parentis, and it looked like he had concealed the matter—suppressed the truth; that the Indians had given their consent, coupled with the understanding that the unoccupied lands should be marked out by stakes, by boundaries, and that he had not stated the matter fairly to the President in the interview which, I think, was held the day previously. And there was considerable of that sort of conversation in which he participated.

Senator QUARLES. You were speaking as a newspaper man?

Mr. TRUESDELL. Partly so, and partly as a friend of these Indians.

Senator McCUMBER. Do you belong to this Indian Rights' Association which they have over in Philadelphia?

Mr. TRUESDELL. No.

The CHAIRMAN. Did you have any connection with these Indians, except the general connection which you have stated?

Mr. TRUESDELL. I went to school with some of them and knew them; have been friendly to them. And most of them come to see me at my office when they come to Washington, and I am interested in their affairs, and all that.

Senator QUARLES. That conversation related to the details and propriety of the leases. Now, what, if anything, was said about Commissioner Jones having any interest in them or not?

Mr. TRUESDELL. He declared that he had no financial or other interest in the matter.

Senator QUARLES. Had you charged that he had?

Mr. TRUESDELL. No; never had.

Senator QUARLES. What was it that led up to that rejoinder on his part?

Mr. TRUESDELL. I do not think that rejoinder was led up to on my part.

Senator McCUMBER. You stated that you had said that the matter wore the color of fraud on its face?

Mr. TRUESDELL. That it had the color of fraud—the circumstance of leasing 800,000 acres of land, and perhaps more than that, in the dead of winter in seventeen days, an unusual period.

And I also alluded to the fact that after this interview in which, as I was told, the President advised the Commissioner and Mr. Primeau to get together and agree about certain details in this lease, he declared that he was going to have the lease signed. And I called attention to the fact that that was an unusual procedure when there was in Congress three resolutions ordering an inquiry into this matter. I said I thought it was a very strange thing for an executive officer to do in regard to something which Congress had undertaken to inquire into, and that the effect of this lease was to accuse him.

Senator QUARLES. And he understood that it was accusing him?

Mr. TRUESDELL. Yes.

Senator QUARLES. And that was the natural rejoinder, was it?

Mr. TRUESDELL. This was quite a long conversation, and after this conversation we dealt somewhat with Mr. Primeau. Mr. Jones advanced the statement that Mr. Primeau, according to advices which he had received from an official of the Chicago, Milwaukee and St. Paul Railroad Company, had gotten into an altercation with a man and hurt him so that he died; and that he, Primeau, had been making advances to the Milwaukee road for a pass for getting these Indians to consent.

That was the first I heard about the Chicago, Milwaukee and St. Paul Railroad Company being connected with it. I said, "Ha, ha! there is a railroad behind it." The commissioner made some commonplace reply. What I remember that he did say was that the railroad company was interested to the extent of hauling the cattle produced on that reservation. My answer to that was that the Indians' cattle were as heavy as the whitemen's, and if they were let alone they might produce cattle that the Chicago, Milwaukee and St. Paul Company might haul. I might say, also, if the committee will bear with me, that subsequently, here in the committee room, I heard the commissioner state that he had a letter from an official of the Chicago, Milwaukee and St. Paul road, a man named Caldwell (which was afterwards corrected to Calkins) about this matter.

Senator QUARLES. About what matter?

Mr. TRUESDELL. Mr. Primeau offering to procure the consent of the Indians to this matter of the lease of the lands.

Senator QUARLES. What did he say he heard?

Mr. TRUESDELL. The conversation started in his office the day the Lemon lease was signed, if I remember aright. He stated that this official advised him that Primeau had, for \$500 and an annual pass over the Chicago, Milwaukee and St. Paul Railroad, offered to secure the consent of these Indians to these leases.

Senator QUARLES. Who told you that?

Mr. TRUESDELL. Mr. Commissioner Jones told me about that.

Senator QUARLES. Did he tell you anything later about that?

Mr. TRUESDELL. What I heard was a subsequent statement by the Commissioner before the committee.

Senator QUARLES. What was that?

Mr. TRUESDELL. That he had been told by an official of the Chicago, Milwaukee and St. Paul Railroad Company that Primeau had consented to procure the consent of these Indians to the lease in consideration of this \$500 and the annual pass.

Senator QUARLES. In this interview with the Commissioner he declared to you that he, the Commissioner, had no personal interest in the lease?

Mr. TRUESDELL. No financial or other interest.

Senator QUARLES. In the lease?

Mr. TRUESDELL. In the lease.

Senator QUARLES. What did you say, if anything, in response to that?

Mr. TRUESDELL. I think I made a very generous statement to him, that I did not suspect him of it. I told him that the most I suspected was that he was trying to help some of his friends in the Chicago, Milwaukee and St. Paul road. But of that I have no knowledge. I think I went on to say that I had admired his course as Commissioner of Indian Affairs, and had great confidence in him; but this thing had shaken my confidence in him.

Senator QUARLES. Do you know now whether Mr. Commissioner Jones had any interest in that road?

Mr. TRUESDELL. I do not know.

Senator QUARLES. What is the fact?

Mr. TRUESDELL. I do not know, of course. He may own the entire road.

Senator QUARLES. And he may not have a penny's interest in it?

Mr. TRUESDELL. Yes.

Senator QUARLES. So that whether he had any interest in the lease or in the railroad you have no knowledge?

Mr. TRUESDELL. No positive knowledge.

Senator QUARLES. Can you furnish the committee any information or any clue in regard to that matter?

Mr. TRUESDELL. None that is not entirely accessible to the committee and sufficient to convict the commissioner of his having some peculiar interest in this.

Senator QUARLES. How is that?

Mr. TRUESDELL. To convince the committee that he has some interest in this lease.

Senator QUARLES. How is that?

Mr. TRUESDELL. Why, if the lease—

Senator QUARLES. We do not want any argument. If you have any facts state them fairly and fully, but your deductions we do not care about.

Mr. TRUESDELL. I am only alluding to this record. For instance, here is a record which makes allusion to Mr. Hunter, representing the Chicago, Milwaukee and St. Paul Railroad, going among the Indians to make leases, and yet it is said that nobody connected with the railroad is interested. Here is a man, Caldwell or Calkins, who seems to have some information. And that is a statement of Mr. Commissioner Jones himself, as I know from hearing it. I called attention to it.

Senator McCUMBER. Neither of the three Senators on this subcommittee sent for you, that you know of?

Mr. TRUESDELL. No; a young man came up into the press gallery with a subpoena a week ago to-day, I think, and I said I would be here.

Senator McCUMBER. Have you any knowledge of how your name was given to the Sergeant-at-Arms as a necessary witness in this matter?

Mr. TRUESDELL. No.

The CLERK. Mr. Chairman, I furnished to the Sergeant-at-Arms the names of Mr. Truesdell and Mr. Kennon as the two newspaper men connected with this article. I asked Commissioner Jones whether or not it was necessary to have them here, and he said it might be well to call them.

Senator QUARLES. Mr. Truesdell, did you furnish the information upon which Mr. Kennon wrote that article?

Mr. TRUESDELL. I do not know that I did in any articles that I wrote to the Philadelphia Ledger. I did not know Mr. Kennon. I have not seen him for fifteen years. He used to be a newspaper man in Washington.

Senator QUARLES. Let me inquire as to your observations regarding Commissioner Jones's connection with the railroad company. Can you and will you kindly tell the committee how you connect that with this lease?

Mr. TRUESDELL. Only—

Senator QUARLES. What has the railroad company to do with this lease?

Mr. TRUESDELL. It is for you to find out.

Senator QUARLES. It is for you to answer if you know.

Mr. TRUESDELL. It is well you couple that condition. I do not know.

Senator QUARLES. Kindly tell the committee what force there was in your suggestion a few minutes since that it was suspicious that there were two men supposed to be connected with the railroad company who had done this, that, or the other thing. How do you relate that to this transaction, if the railroad company had nothing to do with the lease?

Mr. TRUESDELL. Are you now asking for my opinion?

Senator QUARLES. No; I am asking for any facts you have.

Mr. TRUESDELL. You have no right to ask me that question. I have just told you I do not know.

Senator QUARLES. Your judgment as to my right is something I do not care much about.

Mr. TRUESDELL. That is immaterial to me.

Senator QUARLES. My right to ask you this question is something that you can not call in question. As a witness I understood you to say that you called to the attention of the committee as a matter of great pregnancy the fact that there were two young men there named in the record as having been connected with the railroad company, Hunter and Wilcox—is that the name? What relevancy has that fact to this inquiry, to the testimony you have heard here, namely, that the Chicago, Milwaukee and St. Paul Railroad Company has no connection in any way with this lease?

Mr. TRUESDELL. You can ask that question; but I decline to answer it.

Senator QUARLES. You decline to answer it?

Mr. TRUESDELL. I do.

The CHAIRMAN. May I ask you why you decline?

Mr. TRUESDELL. It does not call for a statement of facts.

The CHAIRMAN. I understand. But this question submitted by the Senator is simply asking for your opinion. He asks you for your opinion. He stated before that he wanted facts about it; but in this question he wants your opinion.

Senator QUARLES. I ask you, having heard the testimony before the committee to the effect that the railroad company has no interest in this lease, how there can be any connection between that fact and the fact that in that record reference is made to two witnesses.

Mr. TRUESDELL. It is merely an opinion based on this statement made in the hearing of the committee.

The CHAIRMAN. You do not base your conclusion upon facts outside of that?

Mr. TRUESDELL. None whatever. I am willing to tell you all I know.

Senator QUARLES. Do you know of any connection of the railroad company with this lease?

Mr. TRUESDELL. No; none except what I have stated.

Senator QUARLES. Have you any evidence of facts?

Mr. TRUESDELL. None, whatever.

Senator QUARLES. Do you know either of the persons referred to there, mentioned in that record?

Mr. TRUESDELL. No.

Senator QUARLES. And you have now stated all the facts, so far as you know, that have any relevancy to this inquiry?

Mr. TRUESDELL. I would not say that conclusively. Of course, there may be things that have not occurred to me just now, as a good deal has occurred.

Senator QUARLES. If there be any other fact we wish you to state it.

Mr. TRUESDELL. I do not know that I ought to go into it at any length at all, but there is a good deal to be stated about it. For instance, these Indians tell me— But that is hearsay; you do not want that.

Senator QUARLES. No.

Mr. TRUESDELL. There is a good deal more that was said in the conversation with the Commissioner. But I told you the gist of that.

Senator QUARLES. You understand what we are trying to get at—not the wisdom of that leasing, but simply the question of good faith on the part of the Commissioner. If there be any fact known to you which will have any bearing on the question of good faith or his financial interest in the lease of the Standing Rock Reservation, the committee will be obliged to you if you will state it.

Mr. TRUESDELL. In addition to what I have told you, I do not think I know anything more than appears in the record here.

Senator McCUMBER. And all you know about the Commissioner subserving the interest of any friend is what is contained in that record?

Mr. TRUESDELL. Yes.

Senator QUARLES. And what you call the record is Senate Document No. 212, Fifty-seventh Congress, first session? That is what you call the record?

Mr. TRUESDELL. Yes.

Senator QUARLES. I would like to ask Mr. Lemmon a few more questions.

ADDITIONAL STATEMENT OF MR. GEORGE E. LEMMON.

Senator QUARLES. A subpoena has been issued for Mr. Lake, who replies that he can not be here until the 29th. Is that Mr. Lake the same gentlemen whom you named as one of the men connected with your company?

Mr. LEMMON. Yes; I suppose it is. I received a telegram from Mr. Lake to the effect that he was subpoenaed on the same business. I supposed he was here, and I made no inquiry for him in Chicago, supposing he was here ahead of me, or would be.

Senator QUARLES. That is, so far as you know. Has he any knowledge or information regarding this lease that is not possessed by you?

Mr. LEMMON. No; I do not think he has.

Senator QUARLES. Did he attend to any of the business of making the lease?

Mr. LEMMON. Why, nothing in particular, only he is a partner of mine.

Senator QUARLES. What I mean by that is, in the whole transaction did he have any connection with the Commissioner of Indian Affairs?

Mr. LEMMON. None that I know of, except that we were here personally at the time of the opening of the bids.

Senator QUARLES. He was here with you?

Mr. LEMMON. Yes.

Senator QUARLES. And may have taken some part in the negotiations?

Mr. LEMMON. Yes.

Senator McCUMBER. Were you present all the time when Mr. Lake was present with the Commissioner.

Mr. LEMMON. Yes. I was here two days before the bids were opened and remained until I received my lease—twenty-five days.

Senator McCUMBER. Mr. Lake was here, but had no conversation with the Commissioner except when you were present?

Mr. LEMMON. I do not know that I was here the whole time Mr. Lake was here.

The CHAIRMAN. Has the Chicago, Milwaukee and St. Paul Railroad Company any connection with your lease?

Mr. LEMMON. None whatever.

The CHAIRMAN. Some reference has been made here to statements by some officers connected with the railroad company which would seem to indicate that they were taking an active interest in it. Why were they doing it?

Mr. LEMMON. I take it that any railroad adjacent to that territory would be interested in its being open for lease. The Milwaukee Railroad has no interest in my lease, and no one has but the gentlemen whose names I have mentioned.

The CHAIRMAN. You do not know of any financial interest they have in your lease?

Mr. LEMMON. None whatever. If they had, I would be bound to know it.

The CHAIRMAN. Neither the railroad nor any of its officers?

Mr. LEMMON. No; none whatever.

Senator McCUMBER. You know that the Milwaukee road is tributary to that country?

Mr. LEMMON. Yes.

Senator McCUMBER. And the Milwaukee road would be interested in having just as many cattle raised there as possible?

Mr. LEMMON. Yes; the Milwaukee, the Sioux, and the Northwestern would be interested in having that stocked up.

Senator QUARLES. One is no more interested than the other?

Mr. LEMMON. The Sioux, I judge, lies the best—is the nearest tributary to it. That is only some 22 miles from it.

Senator McCUMBER. They drive to Mandan from there?

Mr. LEMMON. Yes.

Senator QUARLES. The greater portion of the stock is taken over the Northern Pacific?

Mr. LEMMON. It has been heretofore.

Senator QUARLES. So that there is no peculiar interest that the St. Paul would have over and above the others?

Mr. LEMMON. No, except the Sioux. The Sioux lies more convenient. Then comes the Milwaukee and then the Northwestern.

Senator QUARLES. You and Mr. Lake were here at the time the leasing took place?

Mr. LEMMON. Yes.

Senator QUARLES. Were there any other of the four gentlemen besides you and Mr. Lake?

Mr. LEMMON. No.

Senator QUARLES. So that the other two would not know anything about it?

Mr. LEMMON. Nothing whatever.

SWORN STATEMENT OF MR. COMMISSIONER JONES.

Senator QUARLES. You are the Commissioner of Indian Affairs?

Commissioner JONES. Yes.

Senator QUARLES. And have been for how long?

Commissioner JONES. About five years; a little over five years.

Senator QUARLES. For the Government you were concerned in the making of a certain lease on the Standing Rock Reservation during this last winter, I believe?

Commissioner JONES. Yes; for the Indians.

Senator QUARLES. I mean for the Indians. Who was the lessee in that lease?

Commissioner JONES. The only existing lease now is what is known as the Lemmon lease, George E. Lemmon. There was another lease to William I. Walker that was only partly executed.

Senator QUARLES. The same gentleman who was here a few minutes ago?

Commissioner JONES. Yes.

Senator QUARLES. And it is the same Mr. Lemmon who was here a few minutes ago?

Commissioner JONES. Yes.

Senator QUARLES. It has been charged in a letter which you have heard read that at the time you consummated that lease for the Indians you were connected with the parties in interest, the lessee. Will you state to the committee what the fact is in that regard?

Commissioner JONES. The fact, so far as the St. Paul road is concerned, is that I am not connected with it, never have been in my life connected with it, either as an officer or employee. Neither have I owned one cent in it in my life—now or at any other time—nor one cent of its stock or bonds; have never been interested in any of its securities, direct or otherwise. I know but few of its officers and directors. So far as the lease is concerned, I do not remember hearing or seeing Mr. Lemmon until he came here and was here when we opened the bids. Mr. Walker has been a contractor in the service for several years. I have met him perhaps once or twice a year. But as to my being interested in this lease, or any other lease that the Indian Office has had anything to do with, is not true.

I have never had any interest in any such thing since I have been in the office—no interest in any lease whatever.

Senator QUARLES. Or any benefit to accrue therefrom, directly or indirectly?

Commissioner JONES. No.

Senator QUARLES. Or any commission, present, or gift?

Commissioner JONES. No. Neither have I been approached by anybody doing business in the Indian Office on lease account in any manner whatever that could be construed as an offer of a bribe or inducement to favor their lease.

Senator QUARLES. Is there any possible connection of the Milwaukee Railroad in a way that any benefit could accrue to you by reason of the giving of the lease?

Commissioner JONES. None whatever, direct or otherwise.

Senator QUARLES. Do you know of any direct financial interest that the Milwaukee road had in this Lemmon lease?

Commissioner JONES. None, except what was stated by Mr. Lemmon—except that they were interested in hauling stock on and off the reservation.

Senator QUARLES. That would be a commercial benefit which the other roads would share in in common with this?

Commissioner JONES. Yes.

Senator QUARLES. Do you know of any other interest that the Milwaukee road has had in that lease except the interest that any common carrier would have?

Commissioner JONES. No; none whatever. As stated by Mr. Lemmon here, the Milwaukee road and the Sioux were interested in having the ranges there stocked, so that they could be benefited indirectly in hauling the stock on and off the ranges.

The CHAIRMAN. You have been criticised somewhat because of the shortness of time elapsing between the time the bids were asked for and the opening of them, and the intimation was that it was done to give certain bidders, favorites of the Department, a certain advantage. What was the cause of that shortness of time, and how short was it, if short?

Commissioner JONES. It was short; I judge four days shorter than we usually have. Three weeks is the usual time we have for advertising, and this was seventeen days, as I recollect it. In discussing the matter it was said that there was a good deal of fencing to be done there, and, naturally, whoever secured the lease wanted as much time as possible to secure the fencing. The fencing was some 200 miles. That is the reason the office decided that the time should be curtailed. There was never anybody who was interested in the lease who approached me to shorten the time.

Senator McCUMBER. How could that be to the advantage of any one bidder over another, so far as you know?

Commissioner JONES. It could not be.

Senator McCUMBER. Mr. Truesdell in his testimony spoke about telling you that you had been subserving the interest of your friends. Do you remember any of that conversation; what was said at that time?

Commissioner JONES. I can not recall the exact wording of it, but we had quite an extended conversation. He accused me of practically everything that is in the decalogue in regard to the leasing, and I presume I lost my temper, as he seemed to have lost his. I told him that

I intended to follow the dictates of my own judgment; that I was doing nothing wrong; that it was in the interest of the Indians; that I wanted to secure as much revenue for those Indians out of those unoccupied lands as possible.

Senator McCUMBER. Had you ever heard of Mr. Lemmon and his associates at that time?

Commissioner JONES. No; never heard of them.

Senator McCUMBER. Then they were not your personal friends?

Commissioner JONES. No; and not now, that I know of.

Senator McCUMBER. Have you in any way in leasing these lands subserved the interests of any friends of yours?

Commissioner JONES. No.

Senator McCUMBER. And have your personal friends any interest whatever in those leases?

Commissioner JONES. None whatever.

Senator McCUMBER. Mr. Truesdell said in his testimony that you had said in substance to him that you had no financial or other interest in this matter. You may state what was the cause of your replying to him in those words?

Commissioner JONES. I can not give you the precise wording. It was simply his general accusation that I was interested. He accused me of being interested in some way in securing these leases, and I simply said to him that I was not interested in any way, financially or otherwise, in these leases or anybody connected with these leases.

Senator McCUMBER. That was not a voluntary statement of yours?

Commissioner JONES. No.

Senator QUARLES. Reference has been made by one of the witnesses to some statements occurring during a hearing previously had on the question of leases, the statements appearing in Senate Document 212 of this session, and concerning a Mr. Primeau, and concerning a statement that you made during that hearing regarding Mr. Primeau. Who is Mr. Primeau?

Commissioner JONES. He is a Sioux mixed blood on the Standing Rock Reservation, and acted as interpreter here.

Senator QUARLES. Is he the gentleman who appeared here before the Indian Committee and acted as interpreter?

Commissioner JONES. Yes.

Senator QUARLES. Was he here at all in the interest of the Indian Office or in their employ?

Commissioner JONES. No.

Senator QUARLES. Had he ever been in the employ of the Indian Office?

Commissioner JONES. No; not that I know of.

Senator QUARLES. Then it was you, I understand, who made known to the Senate committee in that hearing that he had had some financial connection with the St. Paul road. Is that right?

Commissioner JONES. Yes.

Senator QUARLES. You had heard that, and made it known to the committee, as appears on page 90 of Document 212?

Commissioner JONES. Yes.

Senator QUARLES. I wanted to know, simply, what attitude he occupied; whether he had any connection with you or your office?

Commissioner JONES. None whatever; no.

Senator QUARLES. My attention has been called to the fact that somebody by the name of Hunter assumed to address—that seems

to be a statement made by William Hayes Ward in a letter to "My Dear Miss Cook," on page 91. Mr. Hunter assumed to speak for the railroad company, and to explain the position of the railroad company. What connection, if any, had Mr. Hunter with you?

Commissioner JONES. None whatever.

Senator QUARLES. Or with your office?

Commissioner JONES. None whatever. I did not know him at the time.

Senator QUARLES. Was he there by your consent or at your suggestion?

Commissioner JONES. No.

Senator QUARLES. Did you know that he was there at all until he came out here?

Commissioner JONES. No; I did not.

Senator QUARLES. Have you heard he is?

Commissioner JONES. I have heard afterwards that he was.

The CHAIRMAN. That he was what?

Commissioner JONES. An employee of the St. Paul road. I have no knowledge of that except hearsay.

The CHAIRMAN. Where was he when he made that statement—at a council of the Sioux?

Commissioner JONES. So it says in this record.

Senator QUARLES. It is a hearsay statement. Mr. Truesdell alluded to it.

Mr. TRUESDELL. Myton says in this very first line that he heard Mr. Hunter make this statement.

Senator QUARLES. I am very glad he did. I am only concerned in knowing whether he represented the Commissioner in any way or the Indian office in any way when there—by his or their procurement or consent.

Commissioner JONES. No. I did not know that he was there. I did not know who Mr. Hunter was—did not know that they had called a council.

Senator QUARLES. Was he authorized to speak for you or your office at that council?

Commissioner JONES. No; nor at any other time.

Thereupon the committee adjourned to meet on notice.

WASHINGTON, D. C., May 29, 1902.

The subcommittee met pursuant to notice.

Present: Senators Jones (chairman), Quarles, and McCumber.

SWORN STATEMENT OF RICHARD C. LAKE, OF CHICAGO, ILL.

Senator QUARLES. Where do you live?

Mr. LAKE. I live in Chicago.

Senator QUARLES. Do you know Mr. Lemmon, who was examined here the other day?

Mr. LAKE. Yes.

Senator QUARLES. The gentleman who had awarded to him a lease on behalf of the Indians of the Standing Rock Agency?

Mr. LAKE. Yes; I know him very well. I am associated with him in that business.

Senator QUARLES. Were you in any way interested with Mr. Lemmon in that lease?

Mr. LAKE. Yes.

Senator QUARLES. In his testimony the other day he mentioned some gentleman by the name of Lake, who, with two others, were interested in that lease. Are you the same gentleman to whom he referred?

Mr. LAKE. Yes; there are four of us in the company.

Senator QUARLES. I think you also said that you were present here at the time the leasing took place. Is that correct?

Mr. LAKE. I was here; yes.

Senator QUARLES. Then you are personally familiar with all the circumstances connected with the making of that lease?

Mr. LAKE. I think I know all about it.

Senator QUARLES. For the benefit of the committee, will you kindly state what relation, if any, the Chicago, Milwaukee and St. Paul Railroad Company had with that lease, or what interest they had in the lease?

Mr. LAKE. They had no connection with it, and have no interest in it.

Senator QUARLES. Had any officer of the Chicago, Milwaukee and St. Paul Railroad Company any interest in or connection with the lease?

Mr. LAKE. None whatever.

Senator QUARLES. Did any of the employees of the road?

Mr. LAKE. No; no one in any way connected with it. No one associated with us except the men Mr. Lemmon mentioned.

The CHAIRMAN. And none of those are connected with the Chicago, Milwaukee and St. Paul Railroad Company?

Mr. LAKE. No.

Senator QUARLES. Now, will you state whether or not Mr. Commissioner Jones, the Commissioner of Indian Affairs, had any interest in that lease or with your company in any way?

Mr. LAKE. None whatever, either directly or indirectly.

Senator QUARLES. Was there any agreement or understanding between your company and Commissioner Jones by which he was to receive any favor, compensation, or benefit, directly or indirectly, by reason of your acquiring that lease?

Mr. LAKE. Absolutely none. Nothing of the kind was ever thought of.

Senator QUARLES. If there had been any such arrangement, you would be in a position to know it?

Mr. LAKE. I certainly would have known it. I believe I am absolutely familiar with every detail of that business.

Senator QUARLES. I think that covers the case.

The CHAIRMAN. I think so.

Thereupon the committee adjourned to meet on notice.

LEASING OF INDIAN LANDS.

HEARINGS

BEFORE THE

COMMITTEE ON INDIAN AFFAIRS, UNITED STATES SENATE,

ON THE RESOLUTION SUBMITTED BY MR. RAWLINS PROPOSING
AN INQUIRY RELATIVE TO LEASES OF INDIAN LANDS, SENATE
BILL 145, IN RELATION TO CERTAIN LANDS WITHIN THE
UINTAH INDIAN RESERVATION, AND THE RESOLU-
TION SUBMITTED BY MR. JONES, OF ARKANSAS,
IN REGARD TO LEASES OF THE STANDING
ROCK RESERVATION LANDS.

FEBRUARY 22, 1902.—Submitted by Mr. PLATT, of Connecticut, and ordered to be
printed as a document.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1902.

LEASING OF INDIAN LANDS.

HEARING BEFORE THE COMMITTEE ON INDIAN AFFAIRS,
UNITED STATES SENATE.

WASHINGTON, D. C.,
Thursday, January 16, 1902.

The committee met at 10 o'clock a. m.

Present: Senators Stewart (chairman), Platt, of Connecticut; Quarles, McCumber, Bard, Quay, Clapp, Gamble, Jones, of Arkansas; Rawlins, Harris, Dubois, and Clark, of Montana.

HON. WILLIAM A. JONES, COMMISSIONER OF INDIAN AFFAIRS,
APPEARED.

UINTAH RESERVATION IN UTAH.

The CHAIRMAN. The Commissioner of Indian Affairs is now here, and inasmuch as there has been a good deal of talk about the leasing of Indian lands, the Commissioner will please explain what has been done and what is proposed to be done. He is here for that purpose. Mr. Jones, you will favor us with a statement of the situation.

Senator RAWLINS. Before the Commissioner proceeds, I will state that Senate bill 145 is the same bill I introduced last year.

The CHAIRMAN. Let the bill introduced by Senator Rawlins, and also the resolution submitted by him, be incorporated in the record.

The bill (S. 145) setting aside certain lands within the Uintah Indian Reservation in Utah for the use of the Indians thereon and providing for the sale or disposition of the residue of the lands therein for the benefit of said Indians, introduced by Mr. Rawlins December 4, 1901, and referred to the Committee on Indian Affairs, is as follows:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby set aside, for the use of the Indians in the Uintah Reservation in Utah, all that portion of said reservation lying north of the Duchesne River and easterly of the stream flowing therein known as Lake Fork, and all the residue of the lands of said reservation is hereby declared to be open to entry and settlement, the agricultural lands under the homestead laws and the mineral lands under the mineral-land laws of the United States: Provided, That persons entering land under the homestead laws shall not be entitled to enter to exceed eighty acres each and shall pay therefor at the rate of one dollar and twenty-five cents per

acre at the time of entry: *And provided further*, That the State of Utah may select said land or a portion thereof to satisfy the grants to said State, upon payment therefor by said State at the rate of one dollar and twenty-five cents per acre. That all such proceeds of the sale of said lands shall be turned into the Treasury of the United States, to be held as a trust fund for the use of said Indians, and to draw interest at the rate of four per centum per annum, such fund and the interest to be expended under the direction of the Secretary of the Treasury for the benefit of said Indians."

January 8, 1902, Mr. Rawlins submitted the following resolution, which was referred to the Committee on Indian Affairs:

"*Resolved*, That the Committee on Indian Affairs is hereby instructed to make inquiry into and report to the Senate upon the following matters:

"First. What, if any, title the Indians have to the valuable minerals within their reservations; and what, if any, authority they have to make leases thereof, or in any manner dispose of the same; and what authority, if any, the Secretary of the Interior has to approve such leases.

"Second. What leases, if any, have been made by Indians within any reservation; and what, if any, such leases have been approved by the Secretary of the Interior; and what, if any, such leases are now in contemplation or under consideration for approval or disapproval.

"Third. What methods have been employed to obtain the consent of the Indians to such leases and the approval thereof by the Secretary of the Interior, and what companies have been organized and combinations formed to obtain such leases, where have the organizations taken place, who are the stockholders and officers thereof, and whether any persons connected with Congress or the Government of the United States, or holding offices thereunder, have been or now are interested in or engaged in the promotion of such companies or combinations in obtaining leases for mineral lands within Indian reservations.

"And said committee is authorized, for the purpose of making a full investigation of the foregoing matters, to send for papers and to summon and examine witnesses, and the expense of such investigation shall be paid out of the contingent fund of the Senate."

Senator RAWLINS. The bill was introduced at the beginning of the last Congress. It was referred to a subcommittee, and the subcommittee had the matter under consideration. It was thought we ought to make another effort to obtain the consent of the Indians, and we joined in a request to the Commissioner to see if that could be accomplished. But it resulted in nothing. I desire to have the bill reported now and disposed of.

Senator PLATT, of Connecticut. Mr. Commissioner, are you familiar with the bill introduced by Mr. Rawlins?

Commissioner JONES. No, sir; I have not seen it.

Senator QUARLES. It is Senate bill No. 145.

(A copy of the bill was handed to the Commissioner.)

Commissioner JONES. I can not go into the details of it, Mr. Chairman, but generally speaking I am in favor of a bill of this character. I do not believe in reserving large tracts of land for the exclusive use of Indians. I believe it ought to be thrown open as rapidly as possible. I understand, though, that there is a treaty arrangement with those Indians which will make it necessary for you to treat with them before it can be thrown open to settlement.

The CHAIRMAN. Mr. Rawlins says that the effort to treat with them failed several times. How is that?

Commissioner JONES. It has failed twice to my knowledge.

Senator PLATT, of Connecticut. What do they want?

Commissioner JONES. They do not want anything except to let it remain as it is.

Senator RAWLINS. They will not agree at all. There has been so much agitation by people interested that we can never get any agreement with them. It is not because they do not know what their own interests are, but for other reasons it is impossible.

The CHAIRMAN. Speculators, persons wanting the land, are operating upon them?

Senator RAWLINS. They are operating upon them constantly.

Senator CLARK, of Montana. They are trying to get a lease from them now.

Senator PLATT, of Connecticut. Would it make any difference with them if we were to pay them a sum down for relinquishing a part of their reservation and then the Government to recoup itself by the price which would be paid for the land which would be open to settlement under the mineral land laws? Would that make any difference to the Indians?

Commissioner JONES. I do not think it would, Senator. There is a sort of feeling among the ignorant Indians that they do not want to lose any of their land. That is all there is to it, and I think before you can get them to agree to open the reservation you have got to use some arbitrary means to open the land.

Senator PLATT, of Connecticut. This bill contemplates diminishing the reservation without paying them anything down, opening it to settlement under the agricultural and the mineral laws, and then putting into the Treasury as a fund for the Indians whatever the Government may receive in that way. That is what this bill proposes, I understand.

Senator RAWLINS. Yes, that is the bill.

Commissioner JONES. It will make a great difference in negotiating with them whether you propose to pay a cash amount or pay them as the land is sold. The system of paying the Indians for land as it is being sold has not proved the success it was hoped it would be. The Indians are afraid of it. But, generally speaking, the Indians will under certain conditions consent to sell their land if they are paid a cash sum. If we are going to negotiate with them at all I would put it on that basis.

Senator PLATT, of Connecticut. But in all of the negotiations we have had with them they have simply stood mute.

Commissioner JONES. No; they do not want to talk sale at all.

The CHAIRMAN. Has there been a cash offer made to these particular Indians?

Commissioner JONES. I do not know, Senator. They refuse to talk about it.

Senator PLATT, of Connecticut. Have we any documents which show the result of these negotiations?

Commissioner JONES. We have reports.

Senator PLATT, of Connecticut. It is in the reports?

Commissioner JONES. It is in the reports made to the Secretary. They are on file.

Senator PLATT, of Connecticut. You have the reports?

Commissioner JONES. Yes; they can be produced.

Senator HARRIS. Cash in hand is a very important argument with Indians?

Commissioner JONES. Yes, sir; invariably. They refuse to sell unless they can see the cash.

Senator QUARLES. Are they in such a condition that it would be safe to give them money?

Senator RAWLINS. If any money is given them they gamble it away and dispense with it. It is not for the best interest of the Indians to pay them money.

Senator BARD (to Senator Rawlins). Will you give about the area of the Uintah Reservation?

Senator RAWLINS. It is over two million acres.

Senator PLATT, of Connecticut. Senator Rawlins has stated that there are six or eight hundred of these Indians. Is that correct?

Commissioner JONES. I think there are something over eight hundred of them.

Senator CLARK, of Montana. Is it possible to do anything arbitrary if they refuse to make this concession? The Government has power to take that land from them.

Senator RAWLINS. The legal proposition involved is this: The estates of infants and incompetent persons, incapable of contracting for themselves, are constantly disposed of by the authority of the State, and the proceeds derived are held for their benefit. That is this proposition. These are Indians who can not intelligently deal with this subject independently. They are wards of the Government. This bill does not take away from them anything. It converts their land into a fund which will be applied to their benefit. That is constantly done in the courts of chancery under an order to sell the land of an infant to which the infant has title in fee simple.

Senator QUARLES. About how many acres would be left to these 800 Indians?

Senator RAWLINS. The reservation covers 2,000,000 acres. The part that is set off to them is this northwest corner [indicating on the map]. That is the part now occupied by them. It is the best land. There is ample water.

Senator PLATT, of Connecticut. It takes in about two-fifths of the area?

Senator RAWLINS. Yes, about two-fifths of the area.

Senator PLATT, of Connecticut. Leaving three-fifths?

Senator RAWLINS. It is no use to them. They do not occupy it. They may travel over it once a year or something like that, but they have nothing to do with it, except that it is a constant temptation. The agency is there [indicating]; the military post is down here [indicating]. This land is surveyed. It is well defined. You see this river coming through here [indicating], its boundary. It sets off that portion to them and is ample for allotment and for their purposes. It contains all their improvements.

The CHAIRMAN. I should like now to hear the Commissioner state generally as to what has been done in the way of leasing Indian lands before we go into particulars.

Senator PLATT, of Connecticut. In the way of leasing to these particular people?

The CHAIRMAN. To these particular people or any others.

Senator PLATT, of Connecticut. Let him confine himself to the reservation of these Indians now.

The CHAIRMAN. First confine yourself to this reservation. State what has been done in regard to the Uintah Reservation.

Commissioner JONES. Mr. Chairman, I did not post myself on the situation as to the Uintah Reservation. I understood that you asked me to come here and make a statement on the proposed grazing leases on Standing Rock. I can give you in a general way, though, what has been done on the Uintah Reservation.

The CHAIRMAN. Make a general statement now, and you can afterwards give the committee, if they desire it, the particulars.

Commissioner JONES. We have now in existence on this reservation one or two grazing leases; I think two. I am not sure as to the number. There is also a mining lease in favor of the Raven Mining Company, south of the Strawberry, for elaterite and kindred minerals. I think this lease was approved about two years ago. There is also a pending lease that is now before the Secretary for approval or disapproval. That lease is for 640 acres on the north of the Strawberry, somewhere in the mountains there, for all minerals; one of the terms of that lease is that a royalty of 5 per cent shall be paid on the minerals mined. They are also given two years to locate their 640 acres. There is no exclusive privilege given as to the mining.

Senator PLATT, of Connecticut. There is as to the 640 acres, is there not?

Commissioner JONES. When it is located.

Senator PLATT, of Connecticut. But they have two years in which to locate it?

Commissioner JONES. Yes, sir.

Senator CLARK, of Montana. Is that 5 per cent on the gross proceeds or the net earnings?

Senator RAWLINS. It is 5 per cent upon the value of the ores at the mines.

Senator CLARK, of Montana. At the dump?

Senator RAWLINS. Yes.

Commissioner JONES. That in general is the situation.

The CHAIRMAN. They can float for two years. Would not that be a menace to the whole reservation?

Commissioner JONES. I do not know. That is simply a matter of judgment.

The CHAIRMAN. Is it confined between any limits?

Commissioner JONES. Yes, they have north of the Strawberry.

Senator RAWLINS. It is a floating proposition for all of the land?

Commissioner JONES. North of the Strawberry.

Senator RAWLINS. From here around [indicating on the map]; all that section. It embraces fifteen or sixteen hundred thousand acres of land.

Senator PLATT, of Connecticut. Is this the reservation where the Florence Mining Company attempted to secure a lease?

Commissioner JONES. This is the Florence Mining Company.

Senator PLATT, of Connecticut. The others are the Raven?

Commissioner JONES. The Raven have an existing lease, which was approved two years ago, south of the Strawberry.

The CHAIRMAN. How much have they?

Commissioner JONES. They have all that is covered by their maps of definite location.

Senator CLARK, of Montana. How long has the lease to run?

Commissioner JONES. Ten years.

Senator CLARK, of Montana. How long is it proposed that this lease all run?

Commissioner JONES. Ten years. The law limits the lease to ten years. The lease does not take all north of the Strawberry. They have limited, I understand, in their description, simply the mountainous part. That is my impression.

Senator RAWLINS. That would be very indefinite.

Commissioner JONES. I mean they have given the latitude and the longitude of the land they want to include.

Senator JONES, of Arkansas. You conducted just a private negotiation between the company and the Department?

Commissioner JONES. No, sir; the Department can not lease to a company. The lease is negotiated with the Indians and sent to the Department for approval or disapproval.

Senator QUARLES. So the status of that is a pending negotiation between this company and the Indians which has not yet come to the Secretary's office?

Commissioner JONES. Yes, sir; it is before the Secretary for approval or disapproval.

Senator PLATT, of Connecticut. And no leases on that reservation have been approved by the Secretary?

Commissioner JONES. The Raven Mining Company lease has been approved.

Senator PLATT, of Connecticut. That is what I understood. Their lease has been negotiated with the Indians and approved?

Commissioner JONES. Yes, sir; two years ago.

Senator PLATT, of Connecticut. That is confined to the getting of elaterite and kindred minerals?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. The 640-acre tract is a proposed lease?

Commissioner JONES. The lease is complete, except that it lacks the approval of the Secretary. As far as the Indians are concerned they have entered into and signed the lease, and it is now before the Secretary for consideration.

Senator CLARK, of Montana. It is to be decided at the end of two years? Until that time it is floating?

Senator RAWLINS. It is a floating proposition. They can enter anywhere on that tract.

Commissioner JONES. They are to file a map of definite location within two years.

Senator CLARK, of Montana. Is that to be intact for 640 acres, or may it comprise a number of separate locations?

Commissioner JONES. The Secretary has decided, in the instruction given to the agent, that it must be in one body.

Senator PLATT, of Connecticut. I wish to make a little further inquiry. That is a lease to the Florence Mining Company?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. Was a permit given to them to prospect?

Commissioner JONES. No, sir. The permit was given them to enter on the reservation and to negotiate with the Indians. The Indians

entered into this arrangement with the company, giving it the right to prospect for two years. That is in the terms of the lease. All the Department did was to issue a permit to negotiate with the Indians for this lease. The Department could not enter into a lease with anybody, because the Indians own the land; that is, it is claimed that they own the land.

Senator PLATT, of Connecticut. They got it by treaty?

Commissioner JONES. Yes; they got it by treaty. All the Department could do was to permit them to negotiate with the Indians for this lease; and they entered on the reservation and did negotiate with the Indians and came back with the lease complete.

Senator PLATT, of Connecticut. Had there been prior to that a permit asked by other parties to do the same thing, which had been declined or refused by the Interior Department?

Commissioner JONES. No. There is considerable history connected with the application. Under the Cleveland Administration, I think it was in 1896, an application was filed in the Department by three persons for a permit to go on the reservations and negotiate a lease.

Senator PLATT, of Connecticut. They are persons who are interested in the Florence Mining Company?

Commissioner JONES. I was going to explain that that was held in abeyance for some time, and when it was found that there were conflicting interests these parties assigned their application, or whatever right they had before the Department, to the Florence Mining Company. The papers are all ready to send to the Senate, and will be sent over to the Secretary to-day, giving the whole record of this case. Of course, if you want me to discuss it here right now I am willing to give from memory what I know about it.

The CHAIRMAN. We shall probably want to hear from you again about it after we get the papers. There is a statute under which the Secretary grants permits to negotiate with Indians for this purpose?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. That is all set out in the report?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. All that will be covered by the report.

Commissioner JONES. I can quote the statute in this case, if desired. It applies also to grazing leases.

Senator JONES, of Arkansas. Last week I received some telegrams protesting against the proposed lease in the Standing Rock Reservation. I telephoned to Commissioner Jones and talked with him about it, and he stated something about the view of the Department on the question. I told him there had been two resolutions introduced in the Senate, both of which had been referred to the Committee on Indian Affairs, and I was going to introduce another. While he has not been called for that purpose, I asked the chairman to call a committee meeting for to-day, and I hoped the committee would want the Commissioner to come here and explain the facts about the Standing Rock Reservation. While I did it without authority, I told the chairman afterwards about it, and he said it met with his approval. The Commissioner came to-day, as I understand, prepared more particularly to give the details about the Standing Rock Reservation on account of what I and others had said about it.

Commissioner JONES. Those are the only papers I brought. I can only give you to-day in a general way the situation with regard to the Uintah Reservation.

The CHAIRMAN. We will pass the matter of the Uintah Reservation over, then.

Senator RAWLINS. I suppose, then, there will be nothing further done in regard to the Uintah matter to-day?

The CHAIRMAN. We will postpone that matter until another meeting. Meanwhile we will get the papers and have time to study them. That will be next Thursday.

Senator McCUMBER. I should like to ask Senator Rawlins one question on a subject with which he is probably familiar, and that is whether by any prior treaty we have already conferred the territory upon these Indians, giving them as good a title as the Government can give an Indian, and whether that treaty does not provide that we shall not dispossess them without their consent.

Senator RAWLINS. No; it does not so provide. There was a treaty made during the Administration of Abraham Lincoln with those Indians, setting this land aside as a home for Indians, in the ordinary language of treaties giving rights to Indians. That has been recognized incidentally by acts of Congress making appropriations from time to time. It is precisely the same kind of a treaty under which the decision in *United States vs. Cooke*, in 19 Wallace, was rendered. They have the title in the nature of a life estate, with the rights of a life tenant upon the reservation.

Senator McCUMBER. I suppose we shall have that treaty before us anyway.

Senator PLATT, of Connecticut. If the tribe becomes extinct, the land reverts to the Government?

Senator RAWLINS. Yes.

Senator PLATT, of Connecticut. But while it is in existence the Indians have the possessory right—the right of occupation.

Senator RAWLINS. We have theoretically proceeded upon the idea of obtaining the consent of the Indians, which is usually a farce.

Senator PLATT, of Connecticut. I wish to say one thing right here. I do not know but that the time has come, in view of the desirability of breaking up these tribal conditions, when we may have to disregard the letter of the treaties which we have made, giving such a title as we have given to these Indians, and proceed upon your theory that whatever is best now for the Indians, years having elapsed, we will do. I do not know but that the time has practically come for that. But this is the test case with that condition.

Senator RAWLINS. I recognize it as such, and if it is understood that this matter may go over until our next meeting, we will take it up then.

STANDING ROCK RESERVATION.

The CHAIRMAN. We will now hear the Commissioner on the Standing Rock Reservation. I will state that on the 13th instant the Senator from Arkansas (Mr. Jones) introduced in the Senate the following resolution, which was referred to this committee:

"Resolved, That the Secretary of the Interior is hereby directed to furnish, for the information of the Senate, a copy of the form of advertisement for bids or proposals for the leasing for grazing purposes of any of the lands of the Sioux tribe or band of Indians within the Standing Rock Reservation, in the States of North Dakota and

South Dakota; also to show by what authority of law it is proposed to make such leases, and if by consent of the Indians how such consent has been obtained, if at all, whether in open council or otherwise, and to furnish a copy of the proceedings of the council or other evidence of such consent.

"Also to furnish the reports, or copies thereof, made to his Department by the Indian agent at Standing Rock Agency for the last year, and all correspondence relating thereto, showing the efforts heretofore made within the past year to secure the consent of the Indians to such leasing or to levy a tax upon stock found within the limits of the reservation."

Commissioner JONES. The same statute applies to grazing leases as well as mining leases. In a letter I have written to the Secretary, in answer to some of the objections that were filed by a number of people against the approval of this lease, there is this item in it: "Respecting this objection"—the objection that we had no legal right—"the office has the honor to state that the leasing of Indian lands occupied by Indians who have bought and paid for the same is authorized by section 3 of the act of Congress of February 28, 1891 (26 Stat. L., 794)." Said section is as follows:

"* * * That where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior."

That is the law.

The CHAIRMAN. Does that apply to other reservations than those in the Indian country, where they had bought or exchanged land and got a patent for it? That is a different title from the simple treaty title, a treaty for possession, or the Departmental title.

Commissioner JONES. That is the only authority.

Senator QUARLES. The Attorney-General has rendered an opinion upon that subject. I had occasion to read it recently.

Commissioner JONES. Yes, sir; the present Assistant Attorney-General has given his opinion (and it has been the opinion of several Assistant Attorneys-General), that where the Indians have secured title by ceding something valuable, for their reservation, their title is absolute so far as their right to lease is concerned.

The CHAIRMAN. By ceding a part of their territory?

Commissioner JONES. Yes, sir; or anything valuable.

Senator JONES, of Arkansas. Has not the Attorney-General held that where the Government has given Indians the right to live on a piece of land it is practically conveying the fee?

Commissioner JONES. No, sir; that is what is known as an Executive order reservation.

Senator QUARLES. It includes everything except the tenure under the Executive order. That is the ruling of the Department.

Senator JONES, of Arkansas. That is pretty broad.

Senator QUARLES. It is the ruling.

Senator PLATT, of Connecticut. Of course the theory is that the greater includes the less.

The CHAIRMAN. We must consider this question pretty seriously in regard to the leasing of mineral lands.

Senator JONES, of Arkansas. Where an Indian tribe are given the right to make a home in a certain circumscribed territory, it seems to me it is pretty broad to hold that it is a conveyance of the fee.

Commissioner JONES. I do not know of any instance where the fee is conveyed, except where they have acquired under a cession of something of value in exchange.

Senator JONES, of Arkansas. Precisely; but they might get a concession and a full right to make homes in the territory and the right to live on it without getting an absolute title to the land.

Commissioner JONES. Of course, I am not a lawyer and I can not speak as a lawyer of the opinion of the Attorney-General.

The CHAIRMAN. The cases are reported by the Attorney-General in the Attorney-General's Reports, are they not?

Commissioner JONES. Yes, sir.

The CHAIRMAN. I hope the Commissioner will have those here when we consider the matter again, because there might be a wide difference even in the cases made by treaty. One might be a mere treaty of occupancy, as Senator Jones suggests, and another might have stronger language.

Senator QUARLES. There might be no semblance of a bargain and sale in it.

Senator PLATT, of Connecticut. Now let us get down to the Standing Rock Reservation. Where is the Standing Rock Agency?

Commissioner JONES. If you want to ply me with questions—

Senator QUARLES. Geographically, where is it?

Commissioner JONES. It is partly in North and partly in South Dakota.

Senator McCUMBER. Most of it is in South Dakota, but it reaches over into the northwestern portion of North Dakota.

Senator PLATT, of Connecticut. The Indians are the Sioux Indians, are they not?

Commissioner JONES. Yes. Mr. Chairman, I have a map here which if it can be hung up will show the reservation better probably than anything you have here [exhibiting]. This portion is in North Dakota and this portion in South Dakota [indicating]. This is the Standing Rock Reservation. That is the Cheyenne River Reservation [indicating]. That is a Sioux reservation also.

The CHAIRMAN. About what is the extent of territory?

Commissioner JONES. One million two hundred and some odd thousand acres.

Senator JONES, of Arkansas. How many miles in length is it?

Commissioner JONES. I do not know, but it is quite a tract of land.

Senator HARRIS. The scale of this map is 12 miles to the inch.

Senator PLATT, of Connecticut. You have all the papers there, and the first, I suppose, is your report to the Secretary, is it not?

Commissioner JONES. There are the preliminary papers you asked for—covering the leasing of land in the Cheyenne River. Also, I can give it to you in brief by to-morrow morning, or I can read the papers.

Senator PLATT, of Connecticut. You have written a letter to the Secretary?

Commissioner JONES. Yes, sir; and that will give you probably the gist of the whole subject.

Senator PLATT, of Connecticut. Suppose you read that letter.

Commissioner JONES. Very well. It is in answer to some objections that were made to the leasing. It is addressed to the Secretary, and dated January 14, 1902:

"Referring to the informal conference of yesterday relative to leasing the western portion of the Standing Rock Reservation, and the objections that have been raised against the same by the Indian Rights Association, Mr. Merrill E. Gates, secretary Board Indian Commissioners, and others, the office has the honor to submit the following in relation thereto:

"The first objection submitted by the Indian Rights Association reads—

"There are strong doubts whether such a lease under existing conditions is not a violation of the treaty obligations of the United States to these Indians."

"Respecting this objection, the office has the honor to state that the leasing of Indian lands occupied by Indians, who have bought and paid for the same, is authorized by section 3 of the act of Congress of February 28, 1891 (26 Stat. L., 794). Said section is as follows:

"* * * That where lands are occupied by Indians, who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior."

"For the past ten years this Department has been leasing Indian reservation lands for grazing and mining purposes under the provisions of said act. It should be noted that the act provides that 'the same may be leased by authority of the council speaking for such Indians.'"

The CHAIRMAN. Let me inquire if you have ever before leased any Indian lands except in the Indian country, where the title was clear?

Commissioner JONES. No, sir.

Senator PLATT, of Connecticut. I think you do not understand the question.

The CHAIRMAN. I asked if you have ever gone outside of the Indian Territory.

Senator PLATT, of Connecticut. The five civilized tribes.

The CHAIRMAN. Have you ever gone outside of the five civilized tribes to make any lease previous to these leases?

Commissioner JONES. We have not leased anything for grazing purposes in the five civilized tribes. That territory belongs to those tribes. They hold it in fee simple and they control it.

Senator JONES, of Arkansas. Do I understand that leases have been made outside of that Territory?

Commissioner JONES. These leases that you refer to were made outside of the Indian Territory.

Senator PLATT, of Connecticut. Under that act or under similar acts?

Commissioner JONES. Yes, sir; we could not lease an Executive order reservation. I will now proceed with my letter to the Secretary:

"Under date of December 26, 1901, Agent Geo. H. Bingenheimer, of the Standing Rock Agency, submitted to this office a duly certified

copy of the council proceedings of said Indians, authorizing the leasing of their surplus tribal lands for grazing purposes for the period not exceeding five years. The certificate attached to said council proceedings, and signed by Agent Bingenheimer, is as follows:

"I hereby certify that the Indians of the Sioux tribe of Standing Rock Agency, who have signed the foregoing agreement, and who number seven hundred and seventy-one (771) persons, constituting a three-fourths majority of all male Indians of Standing Rock Agency over the age of eighteen years, who number in all nine hundred and eighty-three (983) persons."

That is, 771 out of 983 persons over 18 years of age have signed the petition.

"It thus appears that the laws of Congress authorize the leasing of such lands and that 771 of the male adult Indians of said reservation out of the total number of 983 have authorized the leasing in the usual manner, namely, by the general council of the tribe. It has been the practice of the office where there was no recognized council of the tribe to authorize leases to have the United States Indian agent convene a general council of the tribe in order to secure the usual tribal authority."

Senator PLATT, of Connecticut. May I ask a question right there? You mean where the tribe has no general council which is in existence all the while?

Commissioner JONES. That is, where they have no organized council.

Senator JONES, of Arkansas. You call a general meeting, and call that a general council? Is that it?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. Who calls it?

Commissioner JONES. The agent. Standing Rock is divided into farming districts. It is a large reservation, from 70 to 80 miles, I believe, in width, and the agency is on the east border, on one side of the reservation. These councils were called in the farming districts.

Senator PLATT, of Connecticut. There are four different districts?

Commissioner JONES. There are four different districts.

Senator PLATT, of Connecticut. So there were four councils called really.

Commissioner JONES. There were four councils called, and the aggregate number stated here signed the agreement.

Senator JONES, of Arkansas. They signed in open meetings of the whole body?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. You have the proceedings there?

Commissioner JONES. Yes, sir; all the proceedings are here.

Senator PLATT, of Connecticut. Go on with your letter.

Commissioner JONES (reading):

"The second objection raised by the Indian Rights Association reads:

"We are informed that certain members of the tribe desire individual allotments out of these lands. Unless such tracts are exempt from the lease, and there seems to have been no notice that such exemption would be made, the lease will violate the provisions of the general allotment law. See act amending it, approved February 28, 1891."

"Respecting the matter of individual allotments, the office has to say that there is no present contemplation of making allotments to the

Indians of the Standing Rock Reservation. So far as the office is advised there is no general demand on the part of said Indians for individual allotments. But even if there were present intentions of making allotments to these Indians, ample provision is made in the general lease form which is used by the office for protecting the Indians in their allotment holdings. Said lease form provides:

"And in case of the allotment of lands in severalty, it is agreed and understood that this lease shall be void as to the lands so allotted: *Provided*, That in the event of removal for such causes the grazing rates herein stipulated shall only be required to be paid pro rata for the time said lands shall be occupied under this agreement. It is also expressly agreed that all allotments of land in severalty and all farms, gardens, and other improved holdings of individual Indians shall at all times be kept free from damage or interference by the stock or employees of the said party of the second part; and it is agreed and understood that any violation of these provisions shall render this lease void and shall subject the lessee and his stock to immediate removal from the reservation."

Senator JONES, of Arkansas. Let me ask you, if that lease were agreed to and you were to allot lands to the Indians, would the lessee be required to fence the allotment?

Commissioner JONES. No, sir.

Senator QUARLES. How do you protect them, then?

Commissioner JONES. Simply by the terms of the lease. If the lessee does any damage, he pays for it. I may state that we have very many leases in the Indian country, and I do not recollect of a case of damage done upon an Indian's allotment.

Senator PLATT, of Connecticut. Let me ask one further question. Are these lands good agricultural lands?

Commissioner JONES. No, sir.

Senator PLATT, of Connecticut. So that if we should allot them the Indians could not get a living on them by agriculture?

Commissioner JONES. No, sir.

Senator PLATT, of Connecticut. They are grazing lands?

Commissioner JONES. It is all grazing land. There are some small tracts along the water courses, and all the Indians locate on the water courses.

Senator McCUMBER. It is semiarid, too?

Commissioner JONES. I think so.

Senator McCUMBER. I presume along the Missouri and along the Cannonball there is some good agricultural land?

Commissioner JONES. Yes, sir; along the Missouri.

Senator PLATT, of Connecticut. Go on with your letter. I do not want to interrupt you.

Commissioner JONES (reading):

"On a number of other reservations where allotments have actually been made, leases of tribal lands covering large areas have also been made, the clause above referred to in the lease form being regarded as ample provision for the protection of the individual Indians in their allotment holdings. At the present time and for the past several years the tribal lands on both the Ponca and Otoe reservations, in Oklahoma, have been leased for grazing purposes, the tribal lands being interspersed by numerous allotments. No general complaint has been made from these reservations that the leasing of the tribal lands has

interfered with the individual holdings of the Indians. At these reservations "the council speaking for the tribe," as in other cases, have authorized the leasing and have thus consented to the action taken by the office in the premises. The same state of affairs exists at the Shoshone Reservation in Wyoming. Many of the Indians on that reservation have individual allotments. The tribal lands have been leased "by authority of the council speaking for the tribe" for grazing purposes, and the lessees are in possession of the lands. So far as the office is aware, no complaints have been made by the individual Indians that their allotments or individual holdings are interfered with in any way by the lessees of the tribal lands. A number of other instances might be cited, but it is thought that these are sufficient to maintain the position of the office, that the clause in the lease, if rightly enforced, is sufficient to protect the Indians in their allotment holdings.

"The third objection raised by the Indian Rights Association reads:

"A number of these Indians have established themselves on individual holdings, and are cultivating small farms on the borders of the lands proposed to be leased as a cattle range. If this is done, these farms will be overrun and destroyed by the cattle on the range, for the farms are unfenced, the Indians can not fence them, and there is no obligation on the lessees to fence their cattle ranges. So the homes of a number of Indians who have tried, with some success, to become self-supporting will be broken up and they will be driven back to become mere paupers to be supported by the United States."

"Respecting this third objection, the office submits that the same is practically answered above, for the clause in the lease protects not only 'allotments,' but provides that 'all farms, gardens, and other improved holdings of individual Indians shall at all times be kept free from damage or interference by the stock or employees of the said party of the second part.' All lessees of tribal lands are required to enter into bond, with good and sufficient sureties (surety company bonds are generally given), conditioned upon the faithful performance of the conditions of the lease. Such lessees thus become responsible, and their sureties liable for any violation of the terms and provisions of the lease. And as stated above, on other reservations, tribal lands interspersed by allotments have been leased and the office has found the above clause ample protection against the very matter complained of."

The CHAIRMAN. Will it interrupt you if I make a suggestion?

Commissioner JONES. Certainly not.

The CHAIRMAN. How is it possible for the lessees to protect an individual holding unless they fence in? Now to illustrate, the San Joaquin Valley in California had some good agricultural land in it. It is now the heart of the country. I remember very well when it was run over by stock, and for ten or fifteen years settlers were kept out by a drove of a thousand or two thousand head of stock. They would run right over it and drive them out, and it was a long time before that could be stopped. You could not tell who did it; you could trace them; but the herds would just destroy their improvements. They would go like a herd of buffalo right over it. If they should have herds there at Standing Rock, I do not know how the lessees themselves could protect it.

Commissioner JONES. That is just the condition we are trying to avoid.

The CHAIRMAN. I do not know how the land can be protected except by having it fenced.

Commissioner JONES. That is just the condition that exists in Standing Rock and Cheyenne River Reservation. As to the Cheyenne River Reservation, I have statistics that were submitted to the office by the agent showing that there are over 50,000 head of cattle now on the reservation illegally.

Senator PLATT, of Connecticut. Do not take that up now. Let us get through with Standing Rock.

Commissioner JONES. I will say, as far as that is concerned, that the Indians are better protected under the lease than when the land is open and everybody can go on the reservation and herd cattle.

Senator PLATT, of Connecticut. I wish to ask you some questions about that when you get through.

Commissioner JONES (reading). "Under the lease the families referred to by the Indian Rights Association will have far more protection than they now have, and will be subject to far less interference than at present. One main object and purpose of the lease is to afford just such families protection in the free enjoyment of their individual holdings. For many years the reservation has been practically stocked, mainly by outside cattle, the owners paying nothing whatever for their grazing privileges and being responsible to no one for any damage or injury they may inflict upon the individual Indians."

"Two methods have been employed in stocking the range. First, by trespassers, pure and simple. Ranches have been established in the vicinity of the reservation with a view to the stock securing free grazing privileges thereon. The reservation never has been fenced, and certain more or less irresponsible parties have taken advantage of this fact to secure free grazing privileges. This office and the agency have found it practically impossible to prevent this kind of trespass. Second, large numbers of squaw men, half-breeds, and others have for years held large numbers of cattle on the reservation under the claim that the cattle belonged to their families, while as a matter of fact the cattle belonged to outside owners, who took this method of securing free grazing privileges, for it must be understood that these squaw men and others paid nothing whatever for the pasturage of the cattle they claimed to own."

"Leasing the lands to responsible parties will break up both of these abuses. The lessees are to fence the outboundaries of the grazing district, and no family is to be permitted to secure free grazing privileges for more than 100 head. Not only this, but the lessees become responsible by giving a good and satisfactory bond, to be approved by the Secretary of the Interior."

"Respecting the quantity of land it is proposed to lease, the office has to state that a wrong computation was inserted in the advertisement. The advertisement states that the portion of the reservation it is proposed to lease contains 2,106,880 acres. It is now proposed to remove the eastern boundary of the leased district 6 miles further west than that stated in the advertisement; also, to cut out about three additional townships in the northeastern portion of the reservation. This reduces the area very materially."

"In addition, it is found that the map of North Dakota from which the original computation was made (Land Office map of 1892) does not correctly show the location of the Cannon Ball River. Later data show the river to run considerably farther south than is shown on said map. This also reduces the area considerably. The area it is now proposed to

lease embraces only 1,229,760 acres. From this there is to be a deduction of one township, to include the Bull Head substation and the mission adjacent thereto, in case it is found that the eastern boundary of the leased district as at present contemplated falls east of said substation and mission. This may result in still further reducing the area 23,000 acres. It will also doubtless result in removing several families from the proposed leased district.

"Respecting the objection raised by Mr. Gates that the cutting of posts for the fencing of the land from the reservation 'will sweep all the timber off the bottoms, leaving the Indians' land denuded,' the office has to say that it is proposed to secure the posts not from the bottoms in the leased district, but from the heavily timbered lands along the Missouri River. The Indians will be employed to secure the posts and will be paid for their labor, and in case posts are procured from the holdings of an individual Indian he will be paid for the timber; then these posts are to go into a fence which is to become the absolute property of the Indians at the end of the term. This office is assured that the Indians will regard it as a great privilege to furnish the timber for the posts under these conditions."

I might add here that on further investigation we found that probably it would be ill advised to let the Indians sell the posts, and we have inserted as one of the terms of the lease that the lessee is to furnish his own posts from entirely outside of the reservation. Personally I do not know what the situation there is as to the amount of timber.

Senator HARRIS. The timber ought not to be cut on the Indian land.

Commissioner JONES. That is true. Although the Indians have petitioned to be permitted to cut posts on their selections and to sell the posts to the lessees.

The CHAIRMAN. It might make it very expensive if the posts had to be hauled a long distance.

Commissioner JONES. They claim they can get posts there for 15 cents a piece.

The CHAIRMAN. That is cheap enough.

Commissioner JONES. I will continue the reading:

"Mr. Gates also states that he is informed by residents of Dakota that more than 600 persons are settled in little homes on the portion of the reservation it is proposed to lease. It is thought that Mr. Gates is misinformed about the matter. The best information that this office has on the subject is that not to exceed 50 families or 200 persons reside upon that portion of the reservation it is proposed to lease. The fear that the Indians 'will inevitably be driven from their homes and their little herds of cattle run off' is absolutely groundless. It is not proposed to put a greater number of cattle on the leased district than have heretofore been grazed there, or even as many.

"As has been said, for years the range has been fully stocked on a basis of free grazing, and at times overstocked. Under the leasing system it is proposed to limit the number of head of stock that can be brought upon the range at any one time, allowing 30 or 40 acres for each animal. This provision will be inserted in the leases and become one of the important factors.

"Heretofore large numbers of cattle have trespassed on the reserva-

tion, and other large numbers of outside stock have been held upon the reservation by squaw men and others under the pretense of ownership, the actual owners paying these parties for holding the stock on the reservation. In this way the reservation has been stocked by irresponsible parties, who had no interest in protecting the rights of the Indians and were indifferent about overstocking the ranges; they were freebooters, whose only object was to secure the most they could and get away without molestation.

"The leasing system will change all this. The outboundaries of the proposed grazing district will be fenced so as to prevent trespassing; the lessees will be limited as to the number of head of stock they shall bring upon the reservation at any one time; it will be to their interest not to overstock the ranges, as they have a definite tenure in the lands, with possibly a hope of a renewal of their leases; the lease amply protects the individual Indians in their allotments and their homes, and any violation of its terms works a forfeiture thereof; the lessees, if not personally responsible for a faithful performance of every obligation of the lease become responsible by giving a good bond with two or more acceptable sureties, to be approved by the Secretary of the Interior. In short, it is only the substitution of a legal system, well planned and in good working order, for a system of freebooting.

"The office also denies the allegation that the Indians are opposed to the leasing. The council proceedings, duly certified to by the United States Indian agent, shows that 771 adult male Indians of the reservation out of a total of 983 consented to the leasing and signed the tribal authority for this purpose. This is probably as nearly a unanimous consent as can ever be obtained in such cases.

"The opposition, as understood by this office, does not come from the full-bloods, or even from any considerable numbers of the mixed-bloods, but from the squaw men and the few mixed-bloods who have been paid by outside stock owners for holding their cattle on the reservation and who have grown rich in this way. By the leasing system all sums paid for pasturage become the common fund of all the Indians of the tribe; under the illegal system only a few squaw men and mixed-bloods were benefited by the grazing of large numbers of cattle on the reservation.

"The objections raised by the executive committee of Boston on Indian citizenship, it is thought, are answered above, no separate reply seeming necessary.

"Summarizing, the office has shown that the law authorizes the leasing; that the Indians are not opposed to it, but that a very large majority of the male adults are in favor of it and have signed the tribal authority to this effect; that it is not in conflict with treaty provisions with the Indians, but meets the approbation of a very large majority of them; that the ranges will not be overstocked; that only about fifty families reside in the proposed leased district whose rights will be fully protected; that it will not denude the reservation of timber for the lessees to secure the posts for fencing; that all farms, gardens, and individual holdings of the Indians will be fully protected; that the mission near Bull Head substation is to be excluded from the leased district; that the proposed leased district will be fenced so as to prevent trespassing; and that the lessees become responsible by giving a good and sufficient bond conditioned upon the faithful performance of the terms of the leases.

"Copies of the letter of the Indian Rights Association, the letter of Mr. Gates, and the letter and telegram of the executive committee of Boston on Indian citizenship are inclosed herewith.

"Very respectfully, your obedient servant,
"W. A. JONES, *Commissioner*."

Senator PLATT, of Connecticut. I understand you in that letter to state that cattle are already on the land which it is proposed to lease?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. And in greater numbers than there will be when the lease is made?

Commissioner JONES. Yes, sir; that is the information received at the office.

Senator PLATT, of Connecticut. And the Indians derive no benefit as a tribe from that grazing?

Commissioner JONES. Not a cent.

Senator PLATT, of Connecticut. How much will the tribe get under the proposed lease?

Commissioner JONES. It depends upon the exact acreage—from thirty-six to forty thousand dollars a year.

Senator PLATT, of Connecticut. All that is now paid is paid to certain individuals?

Commissioner JONES. To some individuals.

Senator PLATT, of Connecticut. To individual Indians?

Commissioner JONES. To individual squaw men and a few mixed bloods.

Senator PLATT, of Connecticut. And they put the money in their own pockets?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. And the Indians as a tribe derive no benefit from it?

Commissioner JONES. No, sir.

The CHAIRMAN. I understand that the families there will have a right to have a certain number of cattle.

Commissioner JONES. Each family will have a right to pasture 100 head of cattle without paying anything. Even if they go above that they will pay what the lessee does—\$1.20.

Senator JONES, of Arkansas. One dollar and twenty cents what?

Commissioner JONES. One dollar and twenty cents a head.

The CHAIRMAN. There are fifty families. How many head apiece will be allowed?

Commissioner JONES. One hundred head—5,000 head in all.

Senator PLATT, of Connecticut. I do not know much about the grazing business, but I suppose the cattle of the lessees and of the Indian families will all be branded and range together?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. And in the round-up they will be separated?

Commissioner JONES. All the Indian cattle have the I. D. brand on them and their individual brand besides.

As to the number of families, we are informed by Inspector McLaughlin, who lives on the reservation, whose family live there, and who last fall visited the reservation and went over it, that there are not over fifty families.

The CHAIRMAN. If there are more than fifty families, they will all have the same privilege?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. This Mr. McLaughlin is the Indian agent we have all heard of so often?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. From the office standpoint it is an endeavor to substitute a legal lease for illegal occupation?

Commissioner JONES. That is it.

Senator PLATT, of Connecticut. And to give the Indians as a tribe the benefit of it rather than to give individual Indians the benefit of it?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. My understanding from the Commissioner's statement was that perhaps a large part of this grazing is done now without compensation to the tribe.

Commissioner JONES. That is the fact.

Senator PLATT, of Connecticut. Some of it is done in that way and some of it is done by people who pay individuals.

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. They pay so much a head for the privilege of putting their cattle on the reservation.

Commissioner JONES. Yes, sir. It is a fact that squaw men and the sharper mixed blood go down to Omaha and bring up thousands of cattle and charge the owners from a dollar to a dollar and a half a head for grazing.

Senator JONES, of Arkansas. Tell me about the compensation. I thought it was to be by the acre.

Commissioner JONES. It is by the acre, but it is 40 acres to the head, and at 3 cents per acre it will be \$1.20 per head.

Senator CLARK, of Montana. One dollar and twenty cents a year?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. That is 3 cents an acre.

Commissioner JONES. Yes, sir.

Senator GAMBLE. Each family may have a hundred head?

Commissioner JONES. Yes, sir; free.

Senator GAMBLE. And the lessees will be obliged to take care of that number of cattle without compensation?

Commissioner JONES. Yes, sir.

Senator GAMBLE. Suppose a family has 200 head. Are the lessees compelled to take care of the extra number?

Commissioner JONES. Any number of their own cattle that they may bring in.

Senator GAMBLE. Of their own cattle?

Commissioner JONES. Yes, sir.

Senator GAMBLE. It is provided in the lease that they shall charge them only \$1.20 a head?

Commissioner JONES. Yes, sir.

Senator GAMBLE. I notice in the bids—

Senator HARRIS. Senator Gamble, you do not understand the Commissioner to mean that the lessees will charge these parties that sum, but these parties will have that right from the Department.

Commissioner JONES. That is it, and it is deducted—

Senator PLATT, of Connecticut. If they have more than a hundred

cattle to the family, they will have to pay to the tribal fund \$1.20 a head for each additional animal.

Commissioner JONES. That is it, but we compel the lessees, by the terms of the lease, to permit them to graze any number of cattle owned by them in good faith.

The CHAIRMAN. Do the Indians cultivate any portion of this reservation?

Commissioner JONES. I understand not.

Senator QUARLES. It is all grazing land.

Senator HARRIS. Have you had applications for this territory from more than two lessees?

Commissioner JONES. Yes, sir; bids were solicited, and anybody could bid.

Senator HARRIS. Will the entire tract be leased to one or two large companies, or will the land be leased to a large number of people?

Commissioner JONES. From the records of the office it appears that they have come to some agreement among themselves. The land was divided into two tracts, and those who have cattle near the reservation agreed among themselves to put in a certain number of cattle, divided proportionately on some basis. That is an understanding among the lessees. There is nothing in the lease which provides for that.

Senator HARRIS. That is a matter for them to arrange?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. Have these Indians any funds at all now?

Commissioner JONES. Very little.

Senator HARRIS. Would it not be far better for one or two large companies to lease this territory than to have it divided up among a great many lessees?

Commissioner JONES. Yes, sir; that is the view I take of it, and we have leased it to two parties. Of course they were the highest bidders.

Senator PLATT, of Connecticut. How many bidders were there?

Commissioner JONES. Six.

Senator PLATT, of Connecticut. Where were the bids opened?

Commissioner JONES. Here in the office.

Senator GAMBLE. How long did the advertisement run?

Commissioner JONES. The notice was sent out on the 23d of December and the bids were opened on the 10th of January.

Senator GAMBLE. From the 23d of December to the 10th of January?

Commissioner JONES. Yes, sir.

Senator GAMBLE. What advertisement was given; what was your method of notification?

Commissioner JONES. We advertised in the daily stock papers in Chicago and Kansas City and Omaha, and also by posters scattered around through the reservation.

Senator GAMBLE. Have the leases been executed already?

Commissioner JONES. They have not been approved.

Senator GAMBLE. You say there are two leases?

Commissioner JONES. Yes, sir, two.

Senator JONES, of Arkansas. How did the bids range?

Commissioner JONES. I have here copies of the bids. They were very close together. The highest price was 3 $\frac{1}{4}$ cents, but the bidder

insisted on having a right to graze on the eastern portion of the reservation; that is, he claimed the right to drive his cattle to market over that portion of the reservation; and if that were done the result would be that he would graze his cattle for a month or two on the reservation in the process of driving. We objected to that.

Senator HARRIS. He would herd them over there?

Commissioner JONES. Yes, sir.

The CHAIRMAN. There is no Indian agent residing in that portion of the reservation?

Commissioner JONES. In what portion?

The CHAIRMAN. In the portion proposed to be leased?

Commissioner JONES. We have farmers there.

The CHAIRMAN. Have they some little farms?

Commissioner JONES. These farmers?

The CHAIRMAN. Yes, sir.

Commissioner JONES. No.

The CHAIRMAN. Is anything being accomplished in that region in the way of small farming?

Commissioner JONES. Some of the Indians have garden patches and small cultivated tracts on the water courses, but to a very small extent.

The CHAIRMAN. Have you made any provision to protect them? When cattle roam, farmers need special protection, according to my observation.

Commissioner JONES. The only protection that we have provided is that the lessees are liable for any damage that may be committed.

Senator PLATT, of Connecticut. Have you Mr. McLaughlin's statement there?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. The papers you have there were prepared to be sent to the Senate?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. In answer to the resolution of the Senate?

Commissioner JONES. Yes, sir; these are copies of the papers.

Senator PLATT, of Connecticut. Then you can leave all these papers here and they can be published with this hearing, if necessary?

Commissioner JONES. If you want them.

Senator JONES, of Arkansas. I received this telegram day before yesterday:

"FORT YATES, N. DAK., January 13, 1902.

"SENATOR JONES, Washington, D. C.:

"Four hundred families residing within boundary of proposed lease oppose leasing to syndicate. Indians on reservation unanimously protest. Our farms will be overrun and tramped upon. Our efforts at home building and farming will be wasted. We ask you to investigate. Indians desire personal hearing. We are full-blood chiefs.

"THUNDER HAWK, WALKING SHOOTER, and WEASLE BEAR."

Commissioner JONES. I will say that there has not been a word in the shape of a protest from the Indians of Standing Rock against this leasing. The only protest received was from the Indian Rights Association and an association in Boston and a few individuals.

The CHAIRMAN. Do the Indians who signed the telegram which Senator Jones, of Arkansas, has read live on the reservation?

Commissioner JONES. I do not know. I will read Mr. McLaughlin's letter. He is probably better informed on the situation than anyone else.

The CHAIRMAN. Let us hear that.

Commissioner JONES. It is dated January 13 and is addressed to the Secretary of the Interior:

"DEPARTMENT OF THE INTERIOR,
"OFFICE OF INDIAN AFFAIRS,
"Washington, January 13, 1902.

"The SECRETARY OF THE INTERIOR.

"SIR: Replying to your verbal request of this date for information regarding the leasing of a portion of the Standing Rock Reservation in North and South Dakota, I have the honor to submit the following:

"I was agent at Standing Rock Agency from September 1, 1881, to March 31, 1895, and am therefore thoroughly acquainted with the resources of that reservation.

"I regard the Standing Rock Reservation as containing the best virgin range of any tract of similar area in the Northwest, it never having been closely grazed by stock nor the range exhausted.

"The stock owned by the Indians of Standing Rock Reservation (horses and cattle) will not exceed 25,000, and, in my opinion, considerably less than that number."

As I stated before, nearly all the Indians are outside of the leased portion.

"The reservation is capable of maintaining 100,000 head without impairing the range or exhausting it.

"I have examined the map upon which are lines indicating the portions contemplated to be leased, and from the best of my judgment I do not believe there will be to exceed 50 families within the proposed leased area.

"I was upon the Standing Rock Reservation, on leave of absence, several days during the month of October last, during which time a number of Indians called upon me and discussed the question of leasing the reservation for grazing purposes, the majority of whom expressed themselves as opposed to having cattle brought in under the leasing permit at \$1 per head, they claiming that it would be impossible to keep an exact count of the number of cattle occupying the reservation, but all expressed a willingness to lease the western portion of the reservation at a certain price per acre—"

By way of explanation I will state that the permit system was one that we tried to inaugurate, and did inaugurate in the Rosebud Reservation, because the Indians refused to lease, and we simply permitted people, at a dollar a head, to graze a certain number of cattle there. The Indians of Standing Rock refused to accept that proposition, but, as Major McLaughlin says, were in favor of leasing.

"If a fence were constructed along the western side to prevent the herds from overrunning the settlements, which are chiefly along the Missouri River and the lower portions of the Cannon Ball and Grand rivers, which empty into the said Missouri River.

"I desire to state further that I have always regarded it a pity to see the large quantities of grass that goes to waste every year upon the

Standing Rock Reservation, either by rotting on the ground or burning up by prairie fires, which would maintain large numbers of cattle, from which the Indians might derive considerable of annual revenue; and, in my judgment, it is in the interests of the Indians that the western portion of the reservation, as indicated by the lines referred to on said map, should be leased, from which the Indians will receive a certain annual rental, and which will be of great benefit to them.

"Very respectfully, your obedient servant,

"JAMES McLAUGHLIN,
"United States Indian Inspector."

Senator PLATT, of Connecticut. You say Mr. McLaughlin's family lives there?

Commissioner JONES. No, sir; but his family lives on the reservation.

Senator RAWLINS. I understand that the publication of the notice began about the 20th of December?

Commissioner JONES. The 23d.

Senator RAWLINS. The 23d of December?

Commissioner JONES. Yes, sir.

Senator RAWLINS. And then, of course, the bids have come in since that day?

Commissioner JONES. Yes, sir; the bids were opened January 10.

Senator RAWLINS. The bids were opened January 10?

Commissioner JONES. Yes, sir.

Senator RAWLINS. And you say since they were opened there has been no protest?

Commissioner JONES. No, sir.

Senator RAWLINS. What opportunity has been afforded to people on the reservation and in its vicinity to enter protest?

Commissioner JONES. I do not know. They know that bids had been solicited.

Senator RAWLINS. It seems to me that that is not to be held against them if they had no notice.

Commissioner JONES. Whom do you mean?

Senator RAWLINS. I mean the people who signed the telegram.

Senator JONES, of Arkansas. The Indians?

Senator RAWLINS. The Indians.

Senator JONES, of Arkansas. It is pretty short notice to have the advertisement begin on the 23d of December and the bids opened on the 10th of January.

Senator PLATT, of Connecticut. But three-fourths of the Indians over 18 years of age had asked to have the land leased?

Commissioner JONES. Yes, sir; their petition is here. They were given an opportunity to file a protest or to refuse their consent.

Senator JONES, of Arkansas. Right here, in the same line, I will say to the committee and the Commissioner that I have a letter from Bishop Hare written to Mr. Brosius—

Commissioner JONES. A copy of that is here [indicating], and it will be published in the proceedings.

The CHAIRMAN. I should like to hear it read.

Senator JONES, of Arkansas. It is dated January 11, 1902, and after the first line or two, stating that he has been very busy, etc., the letter proceeds:

"I have information from Standing Rock, which I think of the highest credibility, that the Standing Rock Indians, finding that cattlemen were bent on securing a lease of their reserve for grazing purposes, drew up last fall a contract in blank and sent it to the Commissioner of Indian Affairs through their agent. This contract read as follows:

"We, the undersigned, Indians of Standing Rock Reservation, N. Dak., over 18 years of age, hereby consent to the leasing for a period not to exceed five years, for the purpose of grazing cattle thereon, at a rate of not less than \$1 per head per annum for each and every head of cattle so introduced and grazed upon said reservation—the unoccupied portion of said Standing Rock Reservation, the consent hereby given to be subject in each and every instance to the following conditions:

"The tract of land assigned under each permit, contract, or lease must be properly fenced, the cost of such fencing to be paid from the rental which may be due for the first year. At the expiration of such permit, contract, or lease said fencing shall be and remain the property of the Indians of this reservation, and during the term that cattle are so held upon this reservation such fences must be kept in a proper state of repair at the expense of the owner of the stock.

"All persons so introducing and grazing stock will be required to exercise all possible care and diligence to prevent depredations by their cattle upon the leaseholds of the other stockmen or upon lands occupied by Indians of this reservation; and in the event of the appearance of any contagious disease among their herds every possible step must be taken to prevent the spread of and to stamp out such disease.

"The plan proposed by the Commissioner of Indian Affairs under date of December 23, 1901, is in very important respects different from this proposal of the Indians. It is very unsatisfactory to the Indians and seems to have been decided upon, they think, without considering their best welfare. Indeed, at a council they voted against the plan and insisted that their own proposal should be accepted by the Commissioner.

"The council, however, were willing to accept this amendment to the proposal which they had sent the Commissioner, namely, 'That said contract should extend from the northwest corner of the reserve directly south to the southern boundary, thence directly eastward 25 miles, thence due north, allowing for a tract about 25 miles wide.' This suggestion was unanimously accepted.

"This letter may lack distinctness in some points because I have largely kept to the very language of my informant.

"Yours, very truly,

"W. H. HARE."

Commissioner JONES. There has never been anything of that kind filed in the office. It is the first I have heard. There is no intimation in the office that there was any council held or any request made other than the one to lease.

The CHAIRMAN. How would that boundary compare with the boundary you have?

Commissioner JONES. I do not know. I have not kept track of that.

Senator JONES, of Arkansas. I had the impression that there were some people among the Indians who were dissatisfied, and I have an

idea, from different things that come to me in a confused sort of way, that much of it comes from a misunderstanding between the Commissioner and the Indians. I have an idea that they construed the advertisement of December 23 in a way different from what it would justify, and that they understood it to mean a different state of things from what it does mean.

There is clearly this difference between what I have just read from Bishop Hare and the Commissioner's statement, that the Indians contemplated making leases to individuals of small tracts of country, to be fenced in separately, and that the fencing was to be paid from the proceeds of the lease. This proposition is that the lessees shall pay for the fencing. In that respect the Commissioner's proposition is better for the Indians.

Senator HARRIS. The Indians propose to lease by the head and the other is by the acre. Leasing by the head is much worse than leasing by the acre.

Senator QUARLES. You can not follow the cattle; you can not trace them; you can not tell how many there are.

Commissioner JONES. The agent said he could not keep track of them. I will state that where the lease differs from the council proceedings all the changes are in favor of the Indians.

Senator GAMBLE. The lessees pay so much an acre, and in addition to that do they pay the expense of the fences?

Commissioner JONES. Yes, sir.

Senator GAMBLE. Or is the cost of the fence deducted from the amount to be paid?

Senator JONES. No, sir. The fence is to be built by the lessee, and the cost is not to be deducted from the rental, and it reverts to the Indians at the end of the lease.

Senator PLATT, of Connecticut. Here is a copy of the agreement signed by the Indians. I will read it; it is short.

"We, the undersigned, Indians of Standing Rock Reservation, N. Dak., over 18 years of age, hereby consent to the leasing, for a period not to exceed five years, for the purpose of grazing cattle thereon, at a rate of not less than \$1 per head per annum for each and every head of cattle so introduced and grazed upon said reservation, the unoccupied portions of said Standing Rock Reservation, the consent hereby given to be subject in each and every instance to the following conditions:

"The tract of land assigned under each permit, contract, or lease must be properly fenced, the cost of such fencing to be paid from the rental which may be due for the first year."

Commissioner JONES. The last proposition is not in the lease.

Senator JONES, of Arkansas. That is the proposition I read from Bishop Hare's letter.

Senator PLATT, of Connecticut. The agreement continues:

"At the expiration of such permit, contract, or lease said fencing shall be and remain the property of the Indians of this reservation, and during the term that cattle are so held upon this reservation such fences must be kept in a proper state of repair at the expense of the owner of the stock.

"All persons so introducing and grazing stock will be required to exercise all possible care and diligence to prevent depredation by their cattle upon the leaseholds of other stockmen, or upon lands occupied

by Indians of this reservation; and in the event of the appearance of any contagious diseases among their herds, every possible step must be taken to prevent the spread of and to stamp out such disease."

That is what Bishop Hare says they consented to.

Senator JONES, of Arkansas. Yes, sir.

Senator PLATT, of Connecticut. In what particular, if any, does the lease depart from their consent?

Senator JONES, of Arkansas. The lease limits it to the western part of the reservation instead of leasing all of the unoccupied part of the reservation. These people proposed that the tracts should be leased to different parties and the Indians should pay for the fencing, and this proposition is that they shall lease it altogether and the outside people, the lessees, shall pay for the fencing. Manifestly it is a better proposition for the Indians.

Senator PLATT, of Connecticut. You get that rate, except you get it by the acre.

Senator QUARLES. They get more.

Commissioner JONES. They get \$1.20 instead of \$1.

Senator HARRIS. Whether the lessees put the cattle there or not, they have to pay the rent.

Commissioner JONES. But they can not put more than a certain number of head on a certain tract.

Senator PLATT, of Connecticut. This is an agreement that the unoccupied portions may be leased.

Senator JONES, of Arkansas. It covers all, except what is occupied by the Indians.

Senator CLARK, of Montana. How are you to ascertain when they put more than so many head on a given tract. Overcrowding the range would be detrimental to the land. How will you regulate it so that the land will not be overcrowded, which regulation will be in the interest of the Indians?

Commissioner JONES. The only way is to have the farmers in charge of those districts see that they do not overstock.

Senator JONES, of Arkansas. They will know the number of cattle that can legitimately be grazed there.

Senator GAMBLE. Of course we in our State are interested in this matter, because a large number of these reservations are in the State of South Dakota. We want what is best for the Indians. The objection that strikes me is this: Perhaps leasing in such large tracts would not interfere with Indians, but we have citizens there adjoining these reservations who are engaged in the stock business. They are small cattle owners, men not of large means, who would be able to go in and lease not such large tracts as these, but smaller tracts. It occurs to us that, although leasing it in such large tracts may be more advantageous to the Indians to a certain extent, yet it would be a hardship to the local people there who are engaged in the cattle business to absolutely monopolize it and put it in the hands of one or two or three large corporations to control the whole grazing. Would it not be better—I simply make this suggestion—

Commissioner JONES. I understand.

Senator GAMBLE. Would it not be better to lessen the size of the tracts; not to make such large leases?

Senator QUARLES. Is there not this thing to be thought of in connection with your suggestion? Will not the difficulty of the Indian

Office be increased in geometric ratio if you increase the number of fellows who are going to turn cattle in there? Will there not be friction and difficulty with these people and among themselves?

Senator GAMBLE. I admit that, so far as concerns the convenience of the Indians and the convenience of the office, to lease it to one large corporation would be more convenient and perhaps less difficult; but I am speaking locally for the citizenship there who are interested.

Commissioner JONES. Let me—

Senator GAMBLE. Just a suggestion. The complaint came to me that there was an inadequacy of time to the people even in the Standing Rock Reservation; that they did not hear of this until the 2d of January, and there was not time for the cattle owners to do anything to get together and submit any bids and get them down here by the 10th of January; that there was too little time, as it would take five or six days for the bids to reach here.

Senator JONES, of Arkansas. Is 3 cents an acre an adequate price for the land for grazing purposes?

Commissioner JONES. I do not know anything about it.

Senator GAMBLE. Down in the better part of the State, taking the northern part of the State, the school lands, the State lands, have been leased for 10 cents.

Senator JONES, of Arkansas. I am talking about what is a fair rental for lands up in that country; whether 3 cents is a fair rental. It is easy enough for us to understand that if a cattleman has gone and settled close to the line of that reservation for the purpose of grazing his cattle on the reservation without paying anybody for the right, he would be opposed to having fences put up to keep out his cattle. He would be opposed to paying in order to graze his cattle on the land that he expected to get for nothing, and that he calculated he would get for nothing when he went there. That sort of hardship would naturally come to that sort of a citizen, and a farmer in that neighborhood who had been expecting to do that will suffer by having the land set apart for the benefit of the Indians. I think the interest of the Indians ought to be considered in this matter. And if you undertake to lease this land in small tracts, the result is going to be, in my judgment, that men will go here and there and get the best land; they will take at 3 cents land worth 6 or 8 or 10, perhaps, and the other part of the land—the remainder—will not be leased at all, because nobody will take it.

Senator HARRIS. If a practical cattleman had a lease of the whole thing, or represented a large company, he would permit the neighbors living around the reservation to put the cattle in at a reasonable charge.

Senator JONES, of Arkansas. I have no doubt of it.

Senator HARRIS. Simply because he is obliged to have the good will of those men.

Senator JONES, of Arkansas. That is it.

Commissioner JONES. There is amongst these papers a statement to that effect.

Senator JONES, of Arkansas. That is as plain as it can be.

Senator GAMBLE. But the time for the opening of the bids might have been more extended, so that the local people might have gotten together.

Senator HARRIS. They might have organized a company.

Senator GAMBLE. They might have organized a company and protected themselves in that way.

Senator PLATT, of Connecticut. Do you think they would have organized a company and would have paid more than 3 cents and a fraction an acre?

Senator GAMBLE. This is a sort of general discussion—

The CHAIRMAN. We will not have time to pursue it further to-day. I was going to suggest that the time is nearly up, and that we had better postpone this matter until next week. Everybody will then be prepared to state what he thinks ought to be done. I do not think we ought to act hastily upon it. I should like to inquire of the Commissioner whether there are any pending leases now outside of the Uintah and this reservation?

Commissioner JONES. Grazing leases? There are on the Cheyenne River.

Senator GAMBLE. That is the reservation immediately south. I think it is to be opened on the 21st. Congressman Burke, who represents those people, is here—

The CHAIRMAN. There is no time to hear him this morning.

Senator GAMBLE. He lives in the neighborhood and knows the conditions as well as anybody, and when it is considered I should like to have him heard.

The CHAIRMAN. We can hear him next week.

Senator GAMBLE. Yes, sir; I should be glad to have him heard.

Senator PLATT, of Connecticut. Are all those papers which you have, Mr. Commissioner, to be sent to the Senate and printed?

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. We will get the whole thing, then.

The CHAIRMAN. While we are on the subject of leases we want to go over the whole subject.

Senator HARRIS. Is it not possible to dispose of the surplus lands in the way mentioned in respect to the Uintah Reservation? Why adopt the cumbrous system of leasing something that belongs to the Indians? Why not let the Indians dispose of their surplus land and let the proceeds be put in the Treasury for their benefit?

Commissioner JONES. This does not interfere with that. There is a term in the lease—

Senator HARRIS. Any action of this kind, leasing the lands to or the permanent occupation of lands by others, retards and practically prevents the other condition from taking effect.

Commissioner JONES. That is a very serious objection.

Senator QUARLES. There is this about that: We have a very serious responsibility resting upon us regarding the welfare of the Sioux Indians. Their development, as I believe, is going to come through the possession of that very grazing land. They are now getting stock of their own, and I believe in a little while we can furnish them more stock, and they will work out their own salvation through the fact of having that grazing land. If we take it away from them we will make paupers of them.

Senator HARRIS. You do not have to take it away from them. In the case of the Kiowa and Comanche lands we leased to the Indians a certain proportion of grazing land and agricultural land, which enables them not only to farm but to have grazing land.

Senator JONES, of Arkansas. But in this case there are more than a million acres reserved not contemplated to be leased, the land nearest to the Indians, and there is plenty of room for all the grazing they want to do.

The CHAIRMAN. Have you ever tried the experiment of leasing land to the Indians themselves, so that all would be equally interested? Are they responsible enough to take leases themselves?

Commissioner JONES. They have no stock to occupy this land.

Senator JONES, of Arkansas. Is there not a good deal of this reservation not included in the proposed lease?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. So that if there are any Indians who want to graze cattle, there will be plenty of room for them to do so?

Commissioner JONES. Yes, sir.

Senator CLARK, of Montana. When are the bids to be opened in regard to the other reservation?

Commissioner JONES. On the 21st.

Senator CLARK, of Montana. Of this month?

Commissioner JONES. Yes, sir.

The CHAIRMAN. We will take up this matter again next week.

Commissioner JONES. I wish to say just one word for your information in regard to the development of that country. The Sioux Nation, when they surrendered their land, ceded to the United States about 9,000,000 acres of land surrounding these reservations. It is the white portion you see on the map. According to the last report received from the General Land Office only 87,000 acres had been sold out of the 9,000,000. It is still public land. So you see there is no great demand for throwing open this reservation. Personally I believe in throwing them open, but I say there is no such present demand in connection with the development of that State, because there are 9,000,000 acres adjoining and surrounding the reservation unoccupied.

The CHAIRMAN. We will resume this hearing next Thursday.

Thereupon (at 12 o'clock m.) the committee adjourned until Thursday, January 23, 1902, at 10 o'clock a. m.

WASHINGTON, D. C., January 23, 1902.

The committee met at 10 o'clock a. m.

Present: Senators Stewart (chairman), Platt, of Connecticut, Quarles, McCumber, Bard, Clapp, Gamble, Jones, of Arkansas, Rawlins, Harris, Dubois, and Clark, of Montana.

STATEMENT OF WILLIAM A. JONES.

Hon. William A. Jones, Commissioner of Indian Affairs, appeared before the committee.

The CHAIRMAN. I think we had better allow the Commissioner of Indian Affairs to conclude his statement. Since you made your previous statement, Mr. Commissioner, we have received a report from the Interior Department in answer to the general resolution, which asked

the Secretary of the Interior to send to the Senate what information he had in regard to the leases contemplated, etc., which is as follows:

DEPARTMENT OF THE INTERIOR,
Washington, January 21, 1902.

SIR: I have the honor to acknowledge the receipt of the following resolution of the Senate, dated the 7th instant:

Whereas it is reported that leases for large quantities of Indian reservations for mining, grazing, and other purposes are in contemplation: Therefore,
Resolved, That the Secretary of the Interior be directed to inform the Senate if such leases are in contemplation and the reasons therefor.

In response thereto I transmit herewith a copy of a report of the 16th instant, from the Commissioner of Indian Affairs, embodying the information, as shown by the records of his office, as called for by said resolution.

Some of the proposed leases referred to by the Commissioner have been forwarded to the Department for consideration, but no decision has yet been reached regarding the disposition of the same.

Very respectfully,

E. A. HITCHCOCK,
Secretary.

The PRESIDENT PRO TEMPORE UNITED STATES SENATE.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 16, 1902.

SIR: The office has the honor to acknowledge the receipt, by Department reference of the 9th instant, for consideration and early report, of a resolution of the Senate, dated the 7th instant, directing you to inform that body whether it is contemplated to lease large bodies of Indian-reservation lands for mining, grazing, and other purposes, and if such leases are contemplated, the reasons therefor.

Reporting upon the resolution, the office has to say that it is contemplated to lease certain Indian-reservation lands for mining and grazing purposes, as mentioned herein.

Respecting the reasons therefor, the office states that such action is authorized by Congress (act of February 28, 1891, 26 Stats., 794), and the leasing of such lands has been deemed wise and expedient. Section 3 of said act provides:

That where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased, by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior.

It is fair to assume that in the passage of the act Congress had in view the best interests of the Indians as well as the people at large. The act seems to be in entire harmony with the uniform policy of Congress to encourage the development and utilization of all our general resources. For the past ten years this Department has been engaged in leasing Indian reservation lands to a more or less extent for mining and grazing purposes, under the provisions of the above act, for the benefit of the Indians occupying the respective reservations, with beneficial results. Almost without exception the revenues derived

from this source have been very helpful to the Indians. In view of said act of Congress it would seem to be a very unwise policy to let the annual growth of grass on the various Indian reservations go to waste, while the Indians needed the money that could be derived from this source in the maintenance of their families and in starting them upon the road to self-support. Without exception this office has found that the leasing of Indian lands has proven beneficial both to the Indians as well as to the lessees. Very large revenues have been derived from this source on some of the reservations in the Southwest.

The question of leasing the following Indian reservation lands for the respective purposes stated is under consideration, viz:

1. One mineral lease for the mining of mineral oil, coal, and other minerals for the period of ten years from and after the date of the approval thereof, by the Secretary of the Interior, covering certain lands on the Uintah Reservation, Utah, described as follows:

Beginning at the intersection of longitude one hundred and ten (110) degrees fifteen (15) minutes west and latitude forty (40) degrees twenty-six (26) minutes twenty (20) seconds north; thence north along longitude one hundred and ten (110) degrees fifteen (15) minutes to the intersection of latitude forty (40) degrees forty-five (45) minutes; thence west along latitude forty (40) degrees forty-five (45) minutes to the intersection of the northwestern line of the Uintah Reservation; thence along the western line of the Uintah Reservation to Mount Baldy; thence along the western line of the Uintah Reservation in a southerly direction to the intersection of latitude forty (40) degrees twenty-six (26) minutes and twenty (20) seconds; thence east to the intersection of longitude one hundred and ten (110) degrees fifteen (15) minutes to the place of beginning, to be selected by the said party of the first part as soon as practicable after the approval of this lease by the Secretary of the Interior, etc. (640 acres).

2. The western portion of the Standing Rock Reservation in the Dakotas, for grazing purposes, described as follows:

Commencing at the southwest corner of the reservation, running thence east on the boundary line between the Standing Rock and Cheyenne River Reservation to the range line between ranges 25 and 26; thence due north on said range line to the north boundary of South Dakota; thence due north to the township line between townships 130 and 131 in North Dakota; thence due west on said township line to the Cannon Ball (or Cedar) River; thence southwesterly along said river to the western boundary of the reservation; thence south along the west boundary of the reservation to the place of beginning, embracing an estimated area of 1,259,280 acres.

3. The western portion of the Cheyenne River Reservation, S. Dak., for grazing purposes, as follows:

That portion of the reservation lying west of range line between ranges 24 and 25, which said portion has been divided into four ranges of nearly equal areas.

District No. 1, to contain an estimated area of 291,840 acres.

District No. 2, to contain an estimated area of 368,640 acres.

District No. 3, to contain an estimated area of 368,640 acres.

District No. 4, to contain all available grazing lands of 368,640 acres.

4. The surplus grazing lands on the Kaw Reservation, Okla., for grazing purposes. For convenience these lands have heretofore been divided into 14 pastures. It is proposed to lease all except pasture No. 13, which has been reserved for the common use of the tribe, leaving an estimated area in the remaining pastures of 71,303 acres.

5. Osage Reservation, Okla. It is proposed to lease some 8 or 10 of the unleased pastures on said reservation for grazing purposes, said pastures containing an area of between 40,000 and 60,000 acres.

6. Reserved lands of the Kiowa, Comanche, and Apache Indians. It is proposed to lease about 460,000 out of the 480,000 acres of pasture lands reserved for the common use of said Indians.

7. Otoe and Missouri Reservation, Okla. It is proposed to lease about 3,721 acres of the unleased tribal lands of said reservation for grazing purposes.

These constitute all of the Indian reservation lands it is now proposed to lease.

Said resolution of the Senate is returned herewith. Copy of this report also inclosed.

Very respectfully, your obedient servant,

W. A. JONES, *Commissioner*.

The SECRETARY OF THE INTERIOR.

Now you have in this document only one mining lease said to be contemplated.

Commissioner JONES. Yes, sir.

The CHAIRMAN. The boundaries are a little vague. On page 2 of the document—

Senator QUARLES. Which document is that?

Senator McCUMBER. What is its number?

The CHAIRMAN. It is No. 135. The description of the lease is a little indefinite. I read from the report:

"One mineral lease for the mining of mineral oil, coal, and other minerals for the period of ten years from and after the date of the approval thereof by the Secretary of the Interior, covering certain lands on the Uintah Reservation, Utah, described as follows."

Senator QUARLES. Is that the Florence Mining Company lease?

Commissioner JONES. Yes, sir.

The CHAIRMAN. Does this refer to the lease or to the reservation in which the lease is located?

Commissioner JONES. That refers to the terms of the lease, the boundary proposed to be covered and is covered by the lease.

The CHAIRMAN. Then the lease covers all this boundary?

Commissioner JONES. No, sir.

The CHAIRMAN. Will you please pull down the map and tell us where it is and what is meant by it? It says, "beginning at the intersection of longitude one hundred and ten (110) degrees fifteen (15) minutes west, and latitude forty (40) degrees twenty-six (26) minutes twenty (20) seconds."

Commissioner JONES (examining map). I can not tell you exactly.

The CHAIRMAN. Tell us approximately.

Commissioner JONES. It is the northern portion of the reservation, in the mountains, but that does not give them the right to occupy all of that land. The lease states that they are to have 640 acres of land, but they have two years in which to locate the 640 acres.

The CHAIRMAN. The terms of the lease are not sufficiently set out here to determine what the boundaries are.

Commissioner JONES. There ought to be a copy of the lease accompanying the document.

The CHAIRMAN. There is no copy of the lease here.

Commissioner JONES. There ought to be a copy of the lease there.

The CHAIRMAN. That is what we expected. You have in parentheses, "(640 acres)." I do not know what that means.

Commissioner JONES. That is the amount of land they are entitled to.

The CHAIRMAN. That is the amount of land?

Commissioner JONES. Yes, sir; that is all they are entitled to.

The CHAIRMAN. Can you furnish us with a copy of the lease?

Commissioner JONES. I thought the Secretary had furnished you a copy. I sent over the papers to the Secretary complete and requested him to send them to the Senate.

The CHAIRMAN. I should like to have a copy of the lease.

Commissioner JONES. It will be supplied to the Senate, and I hope it will be published.

The CHAIRMAN. The lease is not now before the Senate?

Commissioner JONES. It was sent up yesterday, or it ought to have been. There is another batch, containing a copy of the lease and the incorporation papers of the Florence Mining Company and all the correspondence connected with it.

The CHAIRMAN. Those are in another batch of papers?

Commissioner JONES. Yes, sir.

The CHAIRMAN. I will be glad if you will furnish us a copy of the lease?

Commissioner JONES. I will do so.

The lease referred to is as follows:

MINING LEASE.

This indenture of lease in triplicate, made and entered into this 16th day of November, A. D. 1901, by and between the Uintah and White River Ute tribes of Indians (subject to the approval of the Secretary of the Interior), occupying and residing upon the Uintah Indian Reservation, in the State of Utah, party of the first part, and the Florence Mining Company, a corporation of the State of New Jersey, party of the second part:

Whereas said tribes of Indians have bought and paid for lands and are now occupying and residing upon the Uintah Indian Reservation, in the State of Utah, and

Whereas the lands hereinafter described are in part rough, mountainous lands presumed to contain mineral oil, coal and other minerals, and are not needed by said tribes for farming or agricultural purposes, and are not desired for individual allotments, and the said tribes desire to secure an income therefrom in the way of royalties for mineral oil, coal, and other minerals to be mined therefrom by the party of the second part, and

Whereas the said Indian tribes are authorized under the provisions of the third section of the act of Congress of February 28, 1891 (26 Stats. at Large, page 795), and as amended by act of Congress August 15, 1894, to lease for mining purposes for the period herein named; and this lease is made by authority of the principal chiefs and council speaking for said Indians, pursuant to a resolution of Indians in council, minutes of which are hereto attached and made a part of this agreement; and the truth of the foregoing recitals appearing to the Indian agent at said Indian agency, and the quantities and terms and conditions of this lease being recommended by the said Indian agent in charge of said reservation, as is evidenced by his approval hereof:

Now, therefore, this indenture witnesseth:

1. That the said party of the first part, for and in consideration of the sum of one dollar (\$1.00) in hand paid to them by the said party of the second part, the receipt whereof is hereby acknowledged, and in further consideration of the premises and of the prospecting and mining to be done, and of the rents and royalties to be paid as hereinafter specified, and of the covenants, stipulations, and conditions hereinafter contained and hereby agreed to be kept and performed by the said party of the second part, its successors and assigns, does, by these presents lease and grant unto the said party of the second part, for the period of ten years from and after the date of the approval hereof, by the Secretary of the Interior, for the purpose of mining mineral oil, coal, and other minerals, the following described portions of the said reservation, namely:

All of the land when the Government survey is extended which will comprise all of the following-described land:

On that land known as the treaty part of said Uintah Reservation as follows:

640 acres or one square mile of land in that part of the Uintah Reservation known as the "Uintah Mountains," Wasatch County, Utah, and more particularly described as follows:

Beginning at the intersection of longitude one hundred and ten (110) degrees fifteen (15) minutes west and latitude forty (40) degrees twenty-six (26) minutes twenty (20) seconds north, thence north along longitude one hundred and ten (110) degrees fifteen (15) minutes to the intersection of latitude forty (40) degrees forty-five (45) minutes, thence west along latitude forty (40) degrees forty-five (45) minutes to the intersection of the northwestern line of the Uintah Reservation, thence along the western line of the Uintah Reservation to Mount Baldy, thence along the western line of the Uintah Reservation in a southerly direction to the intersection of latitude forty (40) degrees twenty-six (26) minutes and twenty (20) seconds, thence east to the intersection of longitude one hundred and ten (110) degrees fifteen (15) minutes to the place of beginning, to be selected by the said party of the first part as soon as practical after the approval of this lease by the Secretary of the Interior, together with all mines and deposits of mineral oil, coal, and other minerals, in or upon the lands definitely located as herein provided, with the right to carry the same away and sell and dispose thereof for profit; and the party of the second part, its successors, and assigns, shall have and are hereby granted the right, during the period of two years, to enter upon and thoroughly prospect and locate mines or deposits of mineral oil, coal, and other minerals, upon that part of said reservation generally described above; and there is further granted to said party of the second part the right to mine, market, and sell all mineral oil, coal, and other minerals upon the lands definitely located as herein provided, and may use so much of the surface of said lands and so much of the timber and building stone found thereon as may be necessary with which to construct all buildings, dwellings, or other improvements upon said lands that may be required in mining said mineral oil, coal, or other minerals and successfully conducting said prospecting and mining operations; and the said party of the second part, its successors, and assigns, shall also have, and are hereby granted the right of way through, across, and upon said lands generally described above, for the purpose of ingress and egress to mines, and for transporting mineral oil, coal, and other minerals and supplies; and said party of the second part, its successors, and assigns, shall have, and are hereby granted, the right to use the water found in and upon said reservation necessary in and about its said business and for domestic uses, and may convey the same by exposed pipes and open ditches or in such other manner as the second party, its successors, and assigns, may determine in, upon, and over the lands of said first party, whether the said water is obtained on the said reservation or not. Provided, however, and it is expressly understood by all parties thereto, that at the expiration of two years, during which time prospecting may be done, this lease shall cover, relate to, and include only such lands as may be embraced within, and covered by, the approved maps and plats showing the discovery of said mineral oil, coal, and other mineral deposits; as to the other lands within the general limits described in this article, the party of the second part, its successors, and assigns, shall have the privilege of using so much of the timber and stone found

thereon as may be necessary with which to construct all buildings, dwellings, or other improvements upon said lands that may be required in mining said mineral oil, coal, and other minerals, and successfully conducting said mining operations, and also the right of way through, across, and upon said lands for the purpose of said mining operations; and also the further privilege of using water found in and upon said reservation, in and about said mining operations and for domestic uses, and may convey the same by exposed pipes and open ditches in, upon, and over said reservation, whether said water is obtained on same or not.

2. The party of the second part shall, within a reasonable time and without unnecessary delay, file with the Secretary of the Interior, to be subject to his approval, a map or plat showing definitely the lands to which the said lease is intended to apply, describing the same by properly designated and fixed boundaries to be defined by proper survey. Said parties of the second part shall file with the Secretary of the Interior, subject to his approval, maps and plats showing all discoveries of mineral oil, coal, and other minerals within three months after said discoveries are made, and immediately upon filing and approval of such maps, plat, or plats, the said party of the second part, its successors or assigns, shall proceed to develop, mine, and work the mineral oil, coal, and other mineral deposits herein described forthwith, and prosecute the same with diligence; and said party of the second part, its successors or assigns, shall likewise file with the Secretary of the Interior quarterly reports of all prospecting done and discoveries made; also quarterly reports of the gross output of all its mining operations under this lease; all such maps and reports shall be verified by the oath of said party of the second part.

3. The party of the second part, its successors or assigns, for and in consideration of the privileges of prospecting and mining upon said described lands, for the period of time stated, hereby covenant and agree to pay, or cause to be paid, in lawful money of the United States, to the Secretary of the Interior, or such party or parties as he may designate, to be placed to the credit of the said party of the first part, and to be paid to or expended for them as the Secretary of the Interior may direct, the following rents and royalties, namely:

A sum equal to five per cent of the market value at the place mined of any and of all minerals, these payments to be in full satisfaction of all demands against said party of the second part for said period.

Such payments or royalties shall be made every three months during the continuance of this lease for all mineral oil, coal, and other mineral mined or removed from said land during the three months last preceding, and such payments shall be received in full of all royalties and demands whatsoever on the part of the party of the first part against the party of the second part, its successors or assigns, for the period of time herein covered.

4. It is further covenanted and agreed that the party of the second part, its successors and assigns, that they will open and operate said mines and deposits of mineral oil, coal and other minerals, and cause the same to be worked and mined in a workmanlike manner and to the fullest practicable extent; that they will protect all mines and will not commit or suffer any waste upon said lands or upon the mines thereof; that they will take good care thereof and surrender and return the said premises at the expiration of this lease to the party of the first part in as good condition as when received, excepting the removal of the mineral oil, coal and other minerals as herein provided, and the

ordinary wear, tear, and unavoidable accidents in the proper use of the same for the purposes hereinbefore indicated; that they will not permit any nuisance to be maintained upon the premises, nor allow any intoxicating liquors to be sold or given away to be used as a beverage on the premises; that they will not use or permit the use of said premises, or any part thereof, for any other purpose than that authorized by this lease.

5. It is further covenanted and agreed that the second party, its successors and assigns, shall keep an accurate account of said mining operations, showing the whole amount of mineral oil, coal and other minerals mined or removed; and the Indian agent in charge of said reservation, or any other agent or agents appointed by the Secretary of the Interior, shall have the right at all times during the existence of this lease, on behalf of the party of the first part, to make such reasonable examination of all books of account and mines as may be necessary to obtain all proper information desired regarding the amount of product mined or removed from said lands under lease, and there shall be and there is hereby created a lien on all implements, tools, movable machinery, and other personal chattels, belonging to the party of the second part, its successors or assigns, used in the said prospecting and mining operations, and upon all mineral oil, coal and other minerals obtained from land herein leased, as security for the quarterly payment of said royalties and rents.

6. It is further covenanted and agreed that no location under this lease shall obstruct or interfere with any highway, road, or trail now in use, without special permission from the Secretary of the Interior; and the right of way across and over the lands which shall be included within the surveys and definite locations herein provided for is to be reserved to the party of the first part, the use thereof, however, to be consistent and not to interfere with the mining operations of the said party of the second part, its successors or assigns.

In its operations under this lease said party of the second part, its successors or assigns, shall in nowise interfere with any personal or property rights of any character whatsoever now existing in, or that may be hereafter acquired by any individual Indian, without first obtaining in writing of such Indian, and the payment of proper compensation, to be approved by the Secretary of the Interior; and no right or privilege herein granted shall be extended, exercised, used, or operated to the impairment, injury, or prejudice of any legitimate industry, business, or occupation of said Indians, as a tribe or as individuals.

7. It is further stipulated and agreed that where Indians upon said reservation are qualified and willing to perform the character of labor required in carrying on the mining operations named the party of the second part, its successors or assigns, will accord them a preference in selecting their employes so far as it may be practicable to do so.

8. All rights are reserved to the United States and to the Indians on said reservation to make and accept allotments in severalty for the benefit of said Indians at any time in the future of such lands within the boundaries of this lease as may at any time be deemed by the Secretary of the Interior suitable for agricultural purposes.

9. This lease and all rights and privileges thereunder are made and accepted by the party of the second part, its successors or assigns, subject to existing law or laws and any law or laws hereafter enacted pertaining to the said reservation.

10. In no event shall the United States or the Secretary of the

Interior, in his official or personal capacity, be liable in damages or otherwise under the provisions of this lease in connection therewith.

11. No Member of or Delegate to Congress, officer, agent, or employé of the Government shall at any time be admitted to share in this lease or in anywise derive any benefit therefrom.

12. In the event of the extinguishment, with the consent of the Indians, of the Indian title to the lands covered by this lease, then and thereupon this lease and all rights thereunder shall terminate.

13. In the event of any omission, neglect, or failure of the party of the second part, its successors or assigns, to faithfully observe and perform any of its obligations arising upon and under the provisions of the lease, the Secretary of the Interior may, without prejudice to any other lawful remedy or remedies, treat the same as a sufficient cause for the forfeiture, abrogation, or termination of this lease by him, unless within sixty days after notice thereof from the Secretary of the Interior the party of the second part, its successors or assigns, shall not fully correct such omissions, neglect, or failure, and make good any loss or injury occasioned thereby, or if thereafter such omission, neglect, or failure of the party of the second part, its successors or assigns, shall be repeated, then at any time within sixty days thereafter the Secretary of the Interior may at his option declare this lease forfeited, abrogated, or terminated. Then, and in that case, the party of the second part, its successors or assigns, shall wholly vacate the leased premises within thirty days after notice thereof, and upon failure of the party of the second part, its successors or assigns, to vacate said premises the Secretary of the Interior shall have the right, on behalf of the Indians, to reenter the same and take possession thereof, using such force as may be deemed necessary to disposess and remove therefrom the said party of the second part, its successors or assigns; and it is agreed and understood that any property of the said party of the second part, its successors or assigns, located on said premises at the time of the forfeiture, abrogation, or termination of this lease may be removed therefrom by the party of the second part, its successors or assigns, within such reasonable time as may be fixed by the Secretary of the Interior, not to exceed six months from the forfeiture, abrogation, or termination of this lease, and any property of the party of the second part, its successors or assigns, remaining upon said premises after the expiration of the time so fixed for its removal, shall become the property of the said party of the first part, and may be treated as such by the Secretary of the Interior.

Provided, however, That the party of the second part, its successors or assigns, shall have six months after the expiration of this lease in which to remove the buildings, machinery, and other property from said lands, without hindrance by the party of the first part, if the party of the second part, its successors or assigns, have performed all the covenants and conditions imposed upon them by this lease.

14. The party of the second part shall execute and file, in the Department of the Interior, its bond in the sum of \$10,000 with sufficient sureties, to be approved by the Secretary of the Interior, conditioned for the faithful performance by the party of the second part, its successors or assigns, of all its duties and obligations under this lease.

15. It is further mutually covenanted and agreed that the Secretary of the Interior be, and he hereby is, authorized and empowered to make such additions to this lease as in his judgment may not impair the rights and privileges in the matter of the party of the first part.

16. It is further mutually covenanted and agreed that the agree-

ments, stipulations, covenants and conditions in this lease set forth shall extend to and be binding and obligating upon the grantees, assigns, and successors of each of the parties hereto.

In witness whereof the said parties have hereunto set their hands and seals this day and year first above written.

TABBY (his x mark).	[SEAL.]
TIM JOHNSON (his x mark).	[SEAL.]
SOSONOCKET (his x mark).	[SEAL.]
JOHN DUNCAN (his x mark).	[SEAL.]
BIG TOM (his x mark).	[SEAL.]
DAVID COPPERFIELD (his x mark).	[SEAL.]
THE FLORENCE MINING COMPANY,	[SEAL.]
By GEO. F. TIMMS and	
HENRY C. HENDERSON,	
Attorneys in Fact.	
MARTIN VAN (his x mark).	[SEAL.]

ACKNOWLEDGMENT.

I, Verney Mack, interpreter at the Uintah Agency for the Uintah and White River tribes of Indians, do hereby certify that on this 16th of November, A. D. 1901, the foregoing lease was agreed upon by a delegation of the tribes appointed at a council of said Indians, held at the Uintah Agency, Utah, on the 16th day of November, A. D. 1901, and that said lease was carefully interpreted by me to said Indians who composed said delegation and was fully understood by them and each of them.

VERNEY MACK, *Interpreter.*

(Interpreter chosen by the Indians and approved by the agent).

On this 16th day of November, A. D. 1901, personally appeared before me, H. P. Myton, United States Indian agent, the above-named members of the Uintah and White River tribes of Indians, viz, Tabby, Tim Johnson, Sosonocket, John Duncan, Big Tom, and David Copperfield and Martin Van, whose names and signatures are affixed to said lease, parties of the first part, and the Florence Mining Company, by George F. Timms and Henry C. Henderson, attorneys in fact, party of the second part, and acknowledged the signing and sealing of the said indenture of lease to be their free act and deed.

H. P. MYTON,
U. S. Indian Agent.

I, H. P. Myton, United States Indian agent at the Uintah Agency, Utah, do hereby certify on honor that the above-named lessors, parties of the first part to the foregoing indenture of lease, made the 16th day of November, A. D. 1901, with said party of the second part, are the proper representatives of their tribe, and authorized by council duly called to execute the same.

I further certify on honor that said land is not needed by the said Indians for farming and agricultural purposes, and is not desired for individual allotments; that the terms and conditions of said lease are advantageous, and are for the best interest of said Indians, and I, therefore, recommend the same for approval.

I further certify on honor that I have satisfied myself that the general character of said tracts of land is such as invites exploration and prospecting. I have also secured the testimony of J. T. McConnell

and John McAndrews, credible disinterested persons, fully competent to judge as to the character and quality of said land, and I am satisfied therefrom that it would be to the manifest advantage of the tribe of Indians to authorize the lease, and that the land can be occupied, used, and improved more advantageously and profitably for the purposes named in the lease than for any other purpose, and I consider the said terms agreed upon to be a full, fair, just, and reasonable rental for said premises, and most desirable, if obtainable.

I further certify on honor, of my personal knowledge, that outside the land embraced in the said lease the said Indians possess sufficient land, and that I believe the proposed lessee is well disposed to the good order and happiness of the Indians, and, in my judgment, the presence of the said lessee will be beneficial to the Indians.

I further certify on honor that the contents, purport, and effect of the lease were explained to and fully understood by the delegation who executed the same for the lessors, and that said lease was signed and sealed in my presence and in every respect free from fraud or deception, and that I am in no respect interested in the said lease.

H. P. MYTON,
U. S. Indian Agent.

MINUTES.

(To be signed by chairman with witness to signature.)

Minutes of the proceedings of the council of the Uintah and White River tribes of Indians, held at the Uintah Agency on the 16th day of November, A. D. 1901.

Pursuant to notice, a meeting of the council of the Uintah and White River tribes of Indians was held. The meeting was called to order, and Charley Mack was elected chairman and John Reed was elected secretary.

The object of the meeting was fully stated and explained to the Indians by the interpreter. The proposed lease was read and explained to them by their interpreter. Each section was fully understood, and every part connected with said lease as proposed. Whereupon the following resolution was offered, and, after full explanation and discussion, was unanimously adopted:

Resolved, That having full confidence in the integrity and ability of Tim Johnson, Tabby, Sosonocket, John Duncan, Big Tom, David Copperfield, and Martin Van, they are authorized and directed to at once take such steps as may be necessary and proper in the premises to lease to The Florence Mining Company 640 acres of mineral, oil, coal, and other minerals in that part of the Uintah Reservation known as the Uintah Mountains, and which is more fully described in the lease, which lease is to be for the term of ten (10) years, as proposed by The Florence Mining Company, and the royalty is to be five per cent of the market value of any and all minerals at the place mined.

On motion, the council adjourned.

CHARLEY MACK,
Chairman.

Witness:

DAVID S. MILLER.
J. T. MCCONNELL.

CERTIFICATE.

I, John Reed, secretary of the council of the meeting of the Uintah and White River tribes of Indians, in council assembled, do hereby certify that the foregoing is a true copy of the minutes of the meeting of the tribes held at the Uintah Agency, Utah, on the 16th day of November, A. D. 1901, and is a correct record of the proceedings thereof.

JOHN REED, *Secretary.*

CERTIFICATE.

I, Verney Mack, interpreter for the Uintah and White River tribes of Indians, do hereby certify that I was present at the council of the tribes held at Uintah Agency, Utah, on the 16th day of November, A. D. 1901, and that I correctly interpreted all matters and questions made at said meeting, and also the resolution set out in the foregoing copy of the minutes and record of said meeting; and I further certify that each and all of said Indians fully understood the purport, meaning, and effect of said resolution and the questions voted upon and that I witnessed the signatures attached thereto.

VERNEY MACK, *Interpreter.*

CERTIFICATE.

We hereby certify that we have witnessed the signatures to the foregoing indenture of lease and that we have no interest therein.

H. P. MYTON, *Agent.*

DAVID S. MILLER, *Clerk.*

CERTIFICATE.

I, H. P. Myton, United States Indian agent of the Uintah and White River tribes of Indians at the Uintah Agency in Utah, do hereby certify that I was present at the council meeting of said tribes held at the Uintah Agency on the 16th day of November, A. D. 1901, and that the foregoing copy of the minutes contains a correct record of the proceedings of said council.

H. P. MYTON,
U. S. Indian Agent.

The CHAIRMAN. What mineral leases have been made besides this one?

Commissioner JONES. There is a mineral lease on the Navaho Reservation for the same amount of land, 640 acres.

The CHAIRMAN. Can they float that for a time?

Commissioner JONES. Yes, sir; the conditions are exactly the same.

The CHAIRMAN. They have time to float it?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. What are the terms of those leases; what do the companies pay?

Commissioner JONES. I do not remember what the Navaho lease provides shall be paid, but the Florence Mining Company is to pay 5 per cent on the product at the place of mining.

The CHAIRMAN. I have looked into the law in regard to this, and I do not find that the Attorney-General has ever rendered any opinion; but the Assistant Attorney-General has.

Commissioner JONES. Yes; he is the officer of the Department to whom such matters are referred.

The CHAIRMAN. You meant by the Attorney-General the Assistant Attorney-General in your Department?

Commissioner JONES. Yes, sir.

The CHAIRMAN. The present assistant predicates his ruling on the previous rulings of the Department—

Senator JONES, of Arkansas. Who is that?

The CHAIRMAN. Mr. Van Devanter. The present Assistant Attorney-General refers to the former rulings and professes to be governed by them. In a case in the supreme court of Utah a question arose in regard to a grazing lease, where a mere intruder was a party, and the supreme court held that the grazing lease was good and was authorized. The court quoted the Department. Then the Department turns around and quotes the decision of the court to sustain it. Originally I do not find any judicial investigation or authoritative decision for the start, but they started, and then all of them followed precedent. I am unable to find, and I should like to have anybody find it if he can, any intimation that the diminution of the reservation gives a different title to the remainder from what the Indian title is all over the country, outside of the Indian Territory. The Supreme Court, in decisions continuously for more than a hundred years, have held that it was only possessory title.

Senator QUARLES. I should like to be permitted to ask the Commissioner a question.

The CHAIRMAN. In one moment. The only thing I find this based on is a ruling of some person in the Department, some ten or eleven years ago, and all the balance is based upon that without any original reasoning to support it.

Now, what safeguards have you when persons go in there to negotiate with the Indians? How can you protect the Indians, even, or the public under the system you have? Does the system work well?

Commissioner JONES. Well, I do not know what you mean by that. There is the same protection that we have in any lease.

The CHAIRMAN. I mean in any of the leases.

Commissioner JONES. They enter into an agreement and furnish a large bond that they will faithfully carry out the terms of the lease.

Now, as to the statements you make in regard to the opinion of the Assistant Attorney-General, I do not know that I understand you.

The CHAIRMAN. I say the present Assistant Attorney-General predicates his opinion upon the previous ruling of the Department.

Commissioner JONES. Allow me to explain about the method of the Department in such matters. The question arose as to whether the Uintah Indians had a right to lease their lands. It is conceded that Indians living on Executive order reservations have no right to lease their lands, and the question was submitted to the Assistant Attorney-General as to whether the Uintah Indians had the right to lease their lands or not. That was submitted to him, and his decision—

The CHAIRMAN. I have read of his decision.

Commissioner JONES. He decided they had the right to lease.

The CHAIRMAN. Under the rules of the Department. That was the construction the Department had given—

Senator QUARLES. There is an express statute on the subject.

Commissioner JONES. I am not discussing that with you, because I am not a lawyer. But our action was based upon the ruling of the Assistant Attorney-General that the Indians had a right to lease. The Indians wanted to lease, and they were permitted to enter into the lease, and that is all the Department had to do with it.

Senator QUARLES. I should like to ask the Commissioner one question when you are through, Mr. Chairman.

The CHAIRMAN. All right.

Senator QUARLES. Several suggestions have been made about this feature of the lease which allows a certain time for the location of mineral sites. I should like the committee to know and to be informed myself whether a person seeking a lease on a reservation for mineral purposes has any right, before the granting of the lease, to go in to prospect and find out where the mineral lies?

Commissioner JONES. No, sir; not without permission from the Interior Department.

Senator QUARLES. Do you know of any other way than that by which such permission can be granted?

Commissioner JONES. No, sir.

Senator QUARLES. Except the way embodied in these leases?

Commissioner JONES. No, sir.

Senator QUARLES. I did not know about that.

Commissioner JONES. If persons were to go upon a reservation without the permit, they would be intruders and would be put off.

The CHAIRMAN. Then the permit gives them a special privilege?

Commissioner JONES. It gives them a special privilege to go on the reservation.

Senator QUARLES. And prospect?

Commissioner JONES. No, sir; the permit does not permit them to prospect.

The CHAIRMAN. Does it permit them to prospect and find out where they wish to locate?

Commissioner JONES. The permit given by the Interior Department simply gives them the right to go on the reservation to negotiate with the Indians. That is all the permit contemplates. When they go in for that purpose, the Indians give them the right to prospect for two years, and at the end of two years to make their location. But the Department does not give them the right to prospect for two years.

Senator McCUMBER. Suppose the Indians should not give them the right to prospect after you have given them the right to go on the reservation?

Commissioner JONES. That ends it.

Senator McCUMBER. In other words, it still has to be passed on by the Indians?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. How do they pass on it?

Commissioner JONES. In council.

Senator JONES, of Arkansas. Is there any record kept of the council meetings?

Commissioner JONES. Yes, sir; and it is attached to the lease.

If you will excuse me, Mr. Chairman, would it not be well to dispose of the grazing lease on which we started? I am willing to answer any questions.

Senator QUARLES. I think it would be better, Mr. Chairman, if you feel that way, to get the facts before the committee, and then we will argue the law or get at the law afterwards. The Commissioner can not help us about that.

STANDING ROCK AGENCY.

The CHAIRMAN. Mr. Commissioner, with respect to the Standing Rock Agency the parties who made the objections have not been here.

We have not heard anything from them. You had better conclude your statement in regard to the Standing Rock matter.

Commissioner JONES. I have no further statement to make unless the committee have some questions to ask.

Senator JONES, of Arkansas. There is a delegation of Sioux Indians here who wish to be heard.

Senator McCUMBER. I should like to ask the Commissioner a question for my own information. I have letters from North Dakota protesting against these leases, unless the reservation is fenced or the entire portion, I suppose, that these persons are to occupy. In reference to that, the writers suggest that the stock of these persons who come there and make leases are not only kept on the reservation, but they go elsewhere; that they go out and mix with the stock of the ranchmen who are on the border of the reservation. They further represent that while, when the cattle are inside, they can not take their cattle from the others until the time for driving in in the fall, at the same time the other persons can go among their stock at any time during the season if they let the whole herd outside of the reservation, and disturb them and take their stock from them and compel the owners to be rounding them up continuously. That is the complaint which comes to me, and I should like to have such information as the Commissioner can give on this subject.

Commissioner JONES. One of the terms of the lease provides that the tract to be leased must be fenced at the expense of the lessee.

Senator JONES, of Arkansas. Is that an absolute provision?

Commissioner JONES. Yes, sir.

Senator HARRIS. The question of posts and timber and all that was discussed here the other day.

Senator CLAPP. We went all over it the other day.

Senator McCUMBER. That is why I did not quite understand these complaints.

Commissioner JONES. They are to fence with a three-barb wire fence.

Senator JONES, of Arkansas. I have a letter from somebody out there who understands that the lessees can fence the land or not, as they please.

Senator QUARLES. As the lease was read here the other day, it is explicit.

Senator JONES, of Arkansas. Absolute.

Senator QUARLES. Absolute.

Commissioner JONES. According to the terms of the lease, the lessees can not put a single head on there until they have fenced the land. There is no question about that.

Senator QUARLES. That was my understanding.

The CHAIRMAN. You did not leave us a copy of the lease, although you read it.

Senator GAMBLE. I think it is printed in the report of the hearing.

Senator JONES, of Arkansas. It was read before the committee, and I suppose it is in the report.

Commissioner JONES. I will furnish you a copy of the lease.

The lease referred to is as follows:

GRAZING LEASE OF TRIBAL LANDS.

This indenture of lease, in triplicate, made and entered into by and between George H. Bingenheimer, United States Indian agent of the Standing Rock Agency, party of the first part, for and on behalf of the Sioux tribe of Indians, occupying and residing upon the said Standing

Rock Reservation, under and pursuant to the action of the council of the tribe, speaking for the tribe, duly authorizing the leasing of the portion of the reservation hereinafter described, which is not now needed for farming or agricultural purposes and is not desired for individual allotments, for the period of five years from the first day of June, 1902, to the thirty-first day of May, 1907, duly empowering the said George H. Bingenheimer to make and execute a lease of the same for and on behalf of the tribe, as per resolution of the Standing Rock council, hereto attached and made a part of this agreement, and in accordance with the provisions of section 3 of the act of Congress approved February 28, 1891 (26 Stats., 794), as amended by the act of Congress of August 15, 1894 (28 Stats., 305), and George Edward Lemmon, party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the payments to be made by the said party of the second part, as herein agreed and stipulated, and the execution of a legal bond, with two or more good and sufficient sureties, in an amount equal to the entire consideration herein agreed upon, conditioned upon the faithful performance hereof, and by authority of the said council proceedings and the said acts of Congress above mentioned, and subject also to the approval of the Secretary of the Interior, does by these presents lease and grant unto the said party of the second part for the period of five years from the first day of June, 1902, to the thirty-first day of May, 1907, for the purpose of grazing cattle only, the following-described portion of said reservation, namely:

Commencing at the southwest corner of the reservation; thence east along the boundary line between the Standing Rock and Cheyenne River reservations about nineteen miles to the range line between ranges twenty and twenty-one; thence north on said range line about twenty-four miles to the township line between townships twenty-one and twenty-two; thence east on said township line about thirty miles to the range line between ranges twenty-five and twenty-six; thence north on said range line to the north boundary of South Dakota; thence due north to the township line between townships one hundred and thirty and one hundred and thirty-one in North Dakota; thence west on said township line to the Cannon Ball (or Cedar) River; thence in a westerly and southwesterly direction along said river to the northwest corner of the reservation; thence south along the west boundary of the reservation to the place of beginning, containing an estimated area of 788,480 acres, more or less. It is understood and agreed that this estimated area is subject to revision at the option of the Commissioner of Indian Affairs by a survey of the northern boundary formed by the Cannon Ball (or Cedar) River. It is also agreed and understood that the number of cattle or horses to be held upon said range at any one time shall not exceed the general average of one head for each forty acres. It is also expressly agreed by the party of the second part that each Indian family residing within the leased district shall be permitted to hold within said district, in the vicinity of their respective homes, free of rent, cattle and horses which they actually own to an extent not exceeding one hundred head; also, that any of said Indian families who own more than one hundred head of horses or cattle, and who elect to permit such excess to remain within the leased area, shall not be charged more than one dollar and twenty cents per head per annum for such excess.

Said party of the second part also expressly agrees to fence said range, during the first year of the term, with a good, substantial,

cattle-proof three-wire (barbed wire) fence, posts two rods apart, with a substantial stay between the posts; in case posts are obtained from the holding of an individual Indian he shall be paid a full and fair compensation therefor; the said fence to be kept in good repair during the term and to revert to the Indians and become their absolute property at the termination of this lease. Lessee will have an option of the amount of fence he will build along the South Fork of Cannon Ball River.

And the said party of the second part, for and in consideration of the privilege of holding and grazing cattle upon the lands hereinbefore described, for the period of time herein stated, hereby covenants and agrees to pay the United States Indian agent of said tribe, at the Standing Rock Agency, the sum of twenty-four thousand and forty-eight and 64/100 dollars (\$24,048.64) per annum, the same being at the estimated rate of thirty and one-half mills per acre for the number of acres above described, said sum to be paid in lawful money of the United States in equal semiannual payments, to wit, on the first day of June, 1902, and on the first day of December, 1902, and on the same dates for each year during the term of this lease.

Provided always, And it is further covenanted and agreed between the said parties hereto that if any payment, or any part thereof, shall remain unpaid after the expiration of thirty days after the same shall have become due, as hereinbefore stipulated, or if the said party of the second part shall cut timber from said above-described lands, or otherwise commit waste thereon, then and from thenceforth it may be lawful, and it is agreed that the Commissioner of Indian Affairs may declare this lease to be forfeited and annulled, and from and after such declaration the same shall be null and void and of no effect, and it shall be the duty of the said Commissioner of Indian Affairs to cause the said party of the second part to be removed from said reservation lands above described, with all stock and other appurtenances belonging to said party of the second part which may be thereon, without liability to the United States or of any officer of the United States for any loss or damage that may be caused by such removal. It is also expressly agreed between the parties hereto that the lands covered by this lease, nor any part thereof, shall be subleased or sublet in any manner whatever without the written consent of the council speaking for the tribe and the approval thereof by the Secretary of the Interior, and that any violation of this provision shall *ipso facto* work a forfeiture of the lease.

And it is further agreed between the parties hereto that the privilege of holding cattle upon the lands herein described for the period of time herein specified is permitted and agreed to upon the express condition that if the Indian title to any portion of the lands herein described shall be extinguished before the expiration of the time herein stated, then and in that event this lease shall be of no force and effect from the date of such extinguishment of title, and all cattle upon said lands shall be subject to immediate removal therefrom. And in case of the allotment of lands in severalty, it is agreed and understood that this lease shall be void as to the lands so allotted: *Provided*, That in the event of removal for such causes the grazing rates herein stipulated shall only be required to be paid *pro rata* for the time said lands shall be occupied under this agreement.

It is also expressly agreed that all allotments of land in severalty and all farms, gardens, and other improved holdings of individual Indians shall at all times be kept free from damage or interference by the stock and employees of the said party of the second part; and it is

agreed and understood that any violation of these provisions shall render the lease void, and shall subject the lessee and his stock to immediate removal from the reservation. It is also expressly agreed by the lessee that all fences and other improvements which he shall place upon the lands covered by this lease shall remain upon the lands at the expiration of the lease and shall become the absolute property of the Indians.

And it is further provided and agreed by and between the parties hereto that the right to bring, hold, or graze cattle under this lease, on the above-described lands, shall at all times be subject to any quarantine restrictions, regulations, and conditions established or that may be established by the Department of Agriculture, and made applicable to the district of country in which the lands to be leased lie.

And the said party of the second part further agrees that at the expiration of this lease he will surrender the possession of the above-described lands to said tribe of Indians in as good condition as when received, ordinary wear and tear for the uses herein mentioned alone excepted.

And it is further provided and agreed between the parties that no Member of or Delegate to Congress shall be admitted to any share or part in this grazing lease, or derive any benefit to arise therefrom; and also that this indenture shall be subject to the approval of the Secretary of the Interior.

Signed and sealed this 27th day of January, 1902.

GEORGE A. BINGENHEIMER, [SEAL.]
U. S. Indian Agent, Standing Rock Agency.

GEORGE EDWARD LEMMON, [SEAL.]
_____, [SEAL.]

Witnesses:

CHAS. N. VANCE.
G. A. BINGENHEIMER.
J. C. SLATER.
M. WOODVILLE.
_____,
_____.

Copy of council proceedings.

We, the undersigned, Indians of Standing Rock Reservation, North Dakota, over eighteen years of age, hereby consent to the leasing for a period not to exceed five years for the purpose of grazing cattle thereon, at a rate of not less than one (\$1.00) dollar per head per annum for each and every head of cattle so introduced and grazed upon said reservation, the unoccupied portions of said Standing Rock Reservation, the consent hereby given to be subject in each and every instance to the following conditions:

The tract of land assigned under each permit, contract, or lease must be properly fenced, the cost of such fencing to be paid from the rental which may be due for the first year. At the expiration of such permit, contract, or lease said fencing shall be and remain the property of the Indians of this reservation, and during the term that cattle are so held upon this reservation such fences must be kept in a proper state of repair at the expense of the owner of the stock.

All persons so introducing and grazing stock will be required to exercise all possible care and diligence to prevent depredations by their

cattle upon the leaseholds of other stockmen or upon lands occupied by Indians of this reservation, and in the event of the appearance of any contagious disease among their herds, every possible step must be taken to prevent the spread of and to stamp out such disease.

Here follow the signatures of 771 Indians.

Also certificate of the interpreter, certificate of the witnesses, and certificate of the United States Indian agent.

I, George H. Bingenheimer, United States Indian agent for the Standing Rock Agency, hereby certify that the above is a true copy of the council proceedings of the Standing Rock Indian council, authorizing the leasing of their tribal lands.

GEORGE H. BINGENHEIMER,
United States Indian Agent.

Triplicate bond, No. 29368.

Know all men by these presents, that we, George Edward Lemmon, principal, of Spearfish, county of Lawrence and State of South Dakota, and the United States Fidelity and Guaranty Co., surety, of Baltimore, county of _____ and State of Maryland, are held and firmly bound unto the United States of America in the sum of twenty-four thousand and forty-eight $\frac{64}{100}$ (\$24,048.64) dollars, lawful money of the United States, to be paid to the Secretary of the Interior for the use and benefit of the Standing Rock Indians, for which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and assigns for and in the whole, jointly and severally, firmly by these presents.

Sealed with our seals, attested by our signatures, at Baltimore, Maryland, this 27th day of January, in the year of our Lord one thousand nine hundred and two.

The nature of this obligation is such, that if the said George Edward Lemmon, his heirs, executors, administrators, and assigns, or any of them, shall, and do in all things well and truly observe, perform, fulfill, accomplish, and keep all and singular the covenants, conditions, and agreements whatsoever, which, on the part of the said George Edward Lemmon, his heirs, executors, administrators, and assigns, are, or ought to be, observed, performed, fulfilled, accomplished, and kept, comprised, or mentioned in a lease bearing date the 27th day of January, one thousand nine hundred and two, between the said George H. Bingenheimer, United States Indian agent, and the said George Edward Lemmon concerning the leasing of certain lands on the Standing Rock Indian Reservation according to the true intent and meaning of said lease, then the above obligation to be void; otherwise to remain in full force and virtue.

GEORGE EDWARD LEMMON, *Principal*. [SEAL.]
UNITED STATES FIDELITY AND GUARANTY CO.,
EDWARD J. PENNIMAN, *2d Vice-President*; [SEAL.]
RICH. D. LANG, *Assist. Secretary*. [SEAL.]

Signed, sealed, and delivered in presence of—

J. C. SLATER.
M. WOODVILLE.
J. F. McDERMOT.
CHAS. H. LAMKIE.

(Write all names in full.)

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Senator JONES, of Arkansas. Another question raised in the letter I received was this: The writer said it was understood that the Government was to construct reservoirs to provide water for the lessees' cattle. Is there any provision of that kind?

Commissioner JONES. No, sir. The Government is not to construct anything.

Senator HARRIS. That was not mentioned at all.

Commissioner JONES. The lessees are to do everything at their own expense. Neither the Government nor the Indians are to expend one cent in connection with the matter.

Senator JONES, of Arkansas. None of these thing is to be done, and they can not deduct from the rent anything on that account?

Commissioner JONES. No, sir.

Senator McCUMBER. In a letter written to me the statement was made, outside of the matter of fencing, that on some of these tracts to be leased the lessees would have to drive their cattle outside of the reservation to certain creeks to be watered at the same place that the other cattle would be watered. There may not be anything in this, but I want to have the information, so that I can reply to the letter.

Commissioner JONES. There is nothing to that. The water is inside the leased portion.

Senator McCUMBER. There is plenty of water within the land to be fenced?

Commissioner JONES. Yes, sir; and in tracts where they do not have water they propose to build tanks, or reservoirs, as they call them.

Senator JONES, of Arkansas. How much land is there in this reservation, all told?

Commissioner JONES. In the whole reservation?

Senator JONES, of Arkansas. In the reservation under consideration.

Commissioner JONES. A million two hundred and some odd thousand acres.

Senator JONES, of Arkansas. That is the total amount?

Commissioner JONES. Yes, sir.

Senator GAMBLE. That is the total amount to be leased?

Commissioner JONES. Yes, the total amount to be leased.

Senator JONES, of Arkansas. I meant in the whole reservation.

Commissioner JONES. I can not tell you.

Senator JONES, of Arkansas. Can you tell me what proportion of the entire reservation is to be leased?

Commissioner JONES. I understand it now includes about one-half.

Senator JONES, of Arkansas. Is this [indicating on map] the reservation?

Commissioner JONES. No; that is the Cheyenne River Reservation. It is the one above [indicating]. It includes, I should judge, about half the reservation.

Senator JONES, of Arkansas. Your proposed leases run straight across?

Commissioner JONES. Yes, sir. This map, they tell me, is wrong. This [indicating] really is the course of the river.

Senator JONES, of Arkansas. It starts at the river?

Commissioner JONES. Yes, sir. The diagonal lines show the proposed leased portions.

Senator JONES, of Arkansas. Under the present proposition?

Commissioner JONES. Yes, sir.

Senator GAMBLE. Is not the northern portion in North Dakota to be leased?

Commissioner JONES. The State line is the blue line, and this portion [indicating] is in North Dakota. A portion of the proposed tract is in North Dakota. It comes up to this line [indicating].

Senator JONES, of Arkansas. The Commissioner says this map is not properly marked.

The CHAIRMAN. I can see that the lessees would have the advantage if they were permitted to let their stock run out to water, or anything of that kind, while those surrounding them have no right to go in on the reservation. I can see how great injustice might be done to outsiders.

Commissioner JONES. This is public land and we can not control it.

The CHAIRMAN. But you can control the lease and provide that the lessees shall not mix their cattle with the outside herds. That would be pretty rough on the outsiders.

Commissioner JONES. They do not own the public land; but, as a matter of fact, the lessees' cattle will not go out there. There is plenty of water inside.

Senator HARRIS. If the lessees have this reservation fenced off, they are not going to be constantly taking their cattle out and be driving them back and forth to water. They must have water inside or they would not lease it under these circumstances. Of course, there are no rights existing as to the outside part.

The CHAIRMAN. Only they might drive some of the cattle on the inside.

Senator HARRIS. That is a chance which a fellow takes on the public land. The cattle are all mixed up.

Senator JONES, of Arkansas. There is a gentleman here representing the Indians, and I suggest that he be heard.

STATEMENT OF LOUIS P. PRIMEAU.

The CHAIRMAN. Mr. Primeau, you are an interpreter?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. Who represents the Indians here?

Senator JONES, of Arkansas. He is a Sioux himself.

The CHAIRMAN. You are a Sioux?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. Are you interested in these leases?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. Did the council agree to it, and is it satisfactory to the Indians?

Senator JONES, of Arkansas. Is there not a delegation here from the Sioux Nation?

Mr. PRIMEAU. Yes, sir.

Senator JONES, of Arkansas. Where are the delegates?

Mr. PRIMEAU. At the hotel. I understood they would not be wanted here to-day, and I did not bring them down.

Senator QUARLES. I presume this gentleman is capable of presenting their ideas. Probably if they were here he would have to do all the talking.

The CHAIRMAN. Do you know the views of the Indians perfectly.

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. Tell us how the Indians regard this lease.

Mr. PRIMEAU. This agreement that was signed, or the petition that was signed and sent to the Commissioner, was intended to head off the

permit system that was going to be inaugurated on the reservation. We preferred, between the two, to have the lease system, and so we signed this petition, three-fourths majority, 771 men, with the understanding that we were to select in the northwestern corner of our reservation the parts of our land which we could best do without.

Senator JONES, of Arkansas. When was that? About when?

Mr. PRIMEAU. That was some time in November, I think.

The CHAIRMAN. Is the selection as you supposed it would be?

Mr. PRIMEAU. Yes, sir; but then it was not put in the heading, because at that time the agent on the reservation was in receipt of letter from the Commissioner stating that the permit system would be inaugurated there, and just as we had this thing in mind the Indians got together. It was the best thing they could do under the conditions and circumstances surrounding them, and they thought they had better lease a portion of it, the unoccupied portion of the reservation, namely, in the northwest corner. A diagram was made of it and a committee of council, four, including the agent, was appointed to lay it off.

The CHAIRMAN. Do you understand the reservation from this map?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. Point out on the map the portion you understood would be leased.

Mr. PRIMEAU. This part right up in here [indicating]. It was to run down here [indicating] 30 miles, and then run down this way into South Dakota [indicating] to the head of the tributaries of Grand River, and from there diagonally across to the southwest corner, an area of perhaps 900 square miles.

The CHAIRMAN. It was not to come to this edge here [indicating]?

Mr. PRIMEAU. No, sir. We did that to protect ourselves, because the Indians living on Grand River have selected claims and holdings for their future homes, and on that land they raise cattle. That is all of this land in there [indicating], while this [indicating] is Cedar Creek, and it is not a desirable range.

The CHAIRMAN. You are willing that it shall run clear across here [indicating]?

Mr. PRIMEAU. Yes, sir; take in all this country where nobody lives.

The CHAIRMAN. Mark with your finger the line that divides it; where you think the line of the lease was intended to be.

Senator JONES, of Arkansas. As you proposed it.

Mr. PRIMEAU. That [indicating] is the Cannon Ball.

Senator McCUMBER. It is stated that the map is wrong.

Mr. PRIMEAU. It starts in here, and goes this way [indicating], and from there diagonally across this way [indicating] and down, "pipe-shaped," as it was termed by the Indians.

The CHAIRMAN. The lease goes strait across the upper end?

Mr. PRIMEAU. Yes, sir. There [indicating] is the proposed leased part of it.

The CHAIRMAN. The description of the lease does not suit you. Do you object to the description in the lease?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. You object to that?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. Do the other Indians with you object to it?

Mr. PRIMEAU. Yes, sir.

Senator JONES, of Arkansas. Let me ask you a question. You said that you agreed to this simply because you understood that the permit system was to be put in force?

Mr. PRIMEAU. Yes, sir.

Senator JONES, of Arkansas. Do you understand that the Indians were consenting to the lease without regard to the permit system, or did they simply regard it as better than the permit system, and agreed to it for that reason only?

Mr. PRIMEAU. Yes, sir; because the permit system was going to be inaugurated there anyway, and for that reason they would rather lease the lands, because they would have money coming to them to buy cattle.

Senator JONES, of Arkansas. Suppose there had been nothing said about the permit system. Do you think the Indians would have agreed to this lease as they proposed it, anyway?

Mr. PRIMEAU. No, sir.

Senator HARRIS. Really the Indians do not want the permit system or this lease?

Mr. PRIMEAU. Not as it is in here. If they were allowed to select the parcel of ground they want to lease, they would prefer—

Senator HARRIS. Would they be willing to lease it without regard to the permit system, or is it simply an alternative? They would rather lease than have the permit system?

Mr. PRIMEAU. That is it.

Senator HARRIS. And they would rather not do it?

The CHAIRMAN. What is the objection to leasing the land along down there [indicating on map]? What is it there to make it objectionable?

Mr. PRIMEAU. There are Indians living all along there.

The CHAIRMAN. All along?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. On that edge of the reservation [indicating]?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. They object to the lease going across and taking in land where they live?

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. And the lease goes right across here [indicating]?

Senator JONES, of Arkansas. How many Indian families live in the portion proposed to be leased?

Mr. PRIMEAU. The Commissioner has the lease before him. It was modified. It was said it would run down here [indicating] and then there would be 391 families. But that was modified. I have a list of them, and if I can be advised as to whether that line would probably cross Grand River, near what house, I would be able to tell just exactly how many families there were.

The CHAIRMAN. Can the Commissioner give us the line?

Commissioner JONES. I can not by metes and bounds.

Senator JONES, of Arkansas. Where is Grand River on that map?

Mr. PRIMEAU. Right along here [indicating].

Senator JONES, of Arkansas. Are there Indians living along Grand River?

Mr. PRIMEAU. Yes, sir.

Senator McCUMBER. If the Indians lease the portions they desire to lease, retaining the other, are the portions which they desire to lease favorable, having water facilities and everything else necessary for grazing?

Mr. PRIMEAU. Yes, sir.

Senator McCUMBER. In sufficient quantities?

Mr. PRIMEAU. In sufficient quantities, only it is high land and the

frost kills off the grass. It does not cure like it does in the lowlands, where the Indians have selected their homes. It is not desirable stock range.

Senator McCUMBER. As I understand this lease, the Indians living in that section are allowed to place their cattle right in with the general herd?

Senator JONES, of Arkansas. Not to exceed 100 head.

Commissioner JONES. Any number.

Senator GAMBLE. But they are obliged to pay for those above a hundred.

Senator McCUMBER. How many of the Indians living in the section which would be included in the lease have more than a hundred head of stock?

Mr. PRIMEAU. Very few. They are less than 15. There are 15 altogether, but part of them live way down here [indicating] and some off the reservation.

Senator McCUMBER. Then practically all of them would get their grazing done free during the summer under this lease?

Senator GAMBLE. What objections do the Indians make to the leasing of these lands under these proposed leases that have been made or executed? What are the substantial objections that they make?

Mr. PRIMEAU. The objection is that there is plenty of vacant land that the cattle can graze on in the summer season, but in the winter they will naturally go down to the sheltered part of the reservation, where there is water and where the Indians are located with their cattle. If they should come in here [indicating] when they go north, they would take some of the cattle off with them and the Indians would have to follow them up to get back their cattle.

Senator JONES, of Arkansas. That would apply to the Indians in the reservation?

Mr. PRIMEAU. Yes, sir.

Senator JONES, of Arkansas. And you say there are only fifteen?

Mr. PRIMEAU. Those are the ones who have a hundred cattle. There are 5,100 head of cattle in the one district, not including the Porcupine district.

Senator McCUMBER. The Indians have to put up hay for their cattle?

Mr. PRIMEAU. Yes, sir.

Senator McCUMBER. Therefore they want to keep their cattle entirely separate from the herders' cattle?

Mr. PRIMEAU. Yes, sir.

Senator McCUMBER. And they could not do that if the lessees were allowed to drive their cattle down in the sheltered portion?

Mr. PRIMEAU. That is it.

Senator CLARK, of Montana. Have they fenced it?

Mr. PRIMEAU. No, sir; no fences, but gardens.

Senator CLARK, of Montana. If there are no fences to protect their own cattle and hay, the lessees' cattle placed there under the terms of the lease would sweep down and eat up everything in sight?

Mr. PRIMEAU. That is why the Indians object to the lease.

Senator CLARK, of Montana. The Indians probably would not have the money to build fences to protect their stock and their hay.

Senator JONES, of Arkansas. How much of a modification of the lines of the lease would it require to cut out of the leased district the Indians you speak of with their 5,000 head?

Mr. PRIMEAU. This comes down to here [indicating]; it takes in that whole square piece. But the thickest part of the settlement, those

who have regular homes built up and are doing nicely, live all through here [indicating].

Senator CLARK, of Montana. That is Grand River [indicating]?

Mr. PRIMEAU. Yes, sir.

Senator JONES, of Arkansas. How far up Grand River do they live?

Mr. PRIMEAU. They live up here [indicating]; it is sparsely settled—

Senator JONES, of Arkansas. Is this [indicating] the line of the proposed lease?

Mr. PRIMEAU. No, sir; it is right here [indicating].

Senator McCUMBER. That is the line he said the Indians wanted.

Senator JONES, of Arkansas. It includes all this?

Commissioner JONES. Yes, sir. There are two leases, and the map shows the plot assigned to each one. The square portion in the south-east part has been leased to Mr. Walker and the other to Mr. Lemon.

The CHAIRMAN. It is marked on the map?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. You say it has been leased?

Commissioner JONES. I mean that it is proposed to be leased.

Senator JONES, of Arkansas. Mr. Primeau, you think if the lease was modified, so as to extend the line 6 miles into the Walker lease, there would be no objection on the part of the Indians to the Lemon lease extended in that way if the Walker lease was not made?

Mr. PRIMEAU. There would be no objection then.

Senator GAMBLE. What is the character of the land on the reservation east of those proposed leaseholds in regard to hay?

Mr. PRIMEAU. There is good hay. Of course, in that country it is all upland hay, and the people cut it in the ravines and lake beds. We can not mow it down like tame hay. We have to go often 15 miles for our hay. There is plenty of hay in here [indicating], but it is thickly settled from the Missouri clear up.

Senator GAMBLE. Would there be sufficient hay to be cut on the reservation that is not proposed to be leased to take care of the stock of those Indians who are situated within the leaseholds?

Mr. PRIMEAU. Yes, sir; if it was within hauling distance.

Senator GAMBLE. How far would they be obliged to haul it?

Mr. PRIMEAU. It depends upon what part a man lives in. It is 53 miles from this line out here [indicating], and from there down here [indicating] it is about 35 miles.

Senator JONES, of Arkansas. As it is now, do the Indians save any hay on the land you might designate there as the Lemon tract?

Mr. PRIMEAU. They cut some up there [indicating on map], but this land we are not using, because it is not desirable.

Senator GAMBLE. How much hay was cut on the Lemon tract by the Indians during the last season, and how many Indians cut hay, if you can tell?

Mr. PRIMEAU. I have not the list here. I gave the list to the Commissioner.

Senator GAMBLE. About how many?

Mr. PRIMEAU. Oh, perhaps 30 families, 35, possibly 50.

Senator GAMBLE. How many families on the Walker tract cut hay, and how much hay did they cut?

Mr. PRIMEAU. There are 261 families living in there. That would run down to that [indicating].

Senator DUBOIS. Three hundred families in all.

Senator GAMBLE. Restate that. How many families are there on the Lemon tract?

Mr. PRIMEAU. There are, I think, about 40. I am just guessing.

Senator GAMBLE. How many are there on the Walker tract.

Mr. PRIMEAU. It would be that much off 261.

Senator GAMBLE. Over 200?

Mr. PRIMEAU. Yes, sir.

Senator McCUMBER. What is the statement of Mr. McLaughlin—to the effect that there are not 50 families within the limits of both of these leased tracts?

Commissioner JONES. Yes, sir.

Senator GAMBLE. Whereabouts do you live? Where is your residence?

Mr. PRIMEAU. Mine is right outside this inclosure altogether [indicating]. I live on Oak Creek, a little tributary that runs in here [indicating].

Senator GAMBLE. You are entirely familiar with especially the Walker tract and the Lemon tract?

Mr. PRIMEAU. Yes, sir. I was born and raised right there.

Senator BARD. How does this tract receive the name of the Walker tract and that the name of the Lemon tract?

Senator GAMBLE. Was this map prepared recently?

Commissioner JONES. We prepared that in the office last week.

Senator JONES, of Arkansas. How many cattle do you own?

Mr. PRIMEAU. About 195.

Senator JONES, of Arkansas. Who is the largest cattle owner among the Sioux?

Mr. PRIMEAU. Mrs. H. S. Parkin.

Senator JONES, of Arkansas. How many cattle has she?

Mr. PRIMEAU. Two hundred and fifty-five.

Senator JONES, of Arkansas. She is the largest owner?

Mr. PRIMEAU. Yes, sir.

Senator JONES, of Arkansas. Are there many cattle grazed by members of the tribe that really belong to other people?

Mr. PRIMEAU. Not any that I know of.

Senator JONES, of Arkansas. There are no cattle brought on the reservation except those which belong in good faith to Indians?

Mr. PRIMEAU. That is all, on our reservation.

Senator McCUMBER. Is this Mrs. Parkin, the wife of the storekeeper on the reservation?

Mr. PRIMEAU. He is dead—H. S. W. S. is the storekeeper.

Senator McCUMBER. This is not his wife?

Mr. PRIMEAU. No, sir.

Senator McCUMBER. Is it the wife of his brother?

Mr. PRIMEAU. Yes, sir.

Senator CLARK, of Montana. Is she a Sioux?

Mr. PRIMEAU. Yes, sir.

Senator GAMBLE. You state, then, that the Indians will be satisfied with the upper lease as well as the Lemon lease, and the substantial objection is against the Walker lease?

Mr. PRIMEAU. Yes, sir.

Senator GAMBLE. Is that the position the Indians take?

Senator HARRIS. What do you mean by the upper lease as well as the Lemon lease?

Senator GAMBLE. I thought there were three leases.

Commissioner JONES. There are only two.

Senator GAMBLE. I thought there were three. I thought the upper tract was leased to another party.

The CHAIRMAN. Mr. Primeau, we will now excuse you.

STATEMENT OF L. M. STOCKTON.

The CHAIRMAN. Mr. Stockton, whom do you represent?

Mr. STOCKTON. I represent the Boston Indian Citizenship Committee. As it appears that the Indians do not consent to this lease, they wish to protest against it. If, however, a lease is to be made of any of the lands, they would suggest that it be made as far as possible from the present settlement. We have very insufficient facts in regard to this matter, but I think Miss Lord, who has been out there with the Indians for some time, can make a statement which will be of interest.

The CHAIRMAN. If she knows the facts, we shall be glad to hear from her.

STATEMENT OF MISS MARY P. LORD.

The CHAIRMAN. Miss Lord, we shall be glad to hear anything you have to say.

Miss LORD. I know nothing of the legal facts in the case.

The CHAIRMAN. Have you been out there?

Miss LORD. I lived between six and seven years on the reservation on Grand River as a missionary among the Indians. I have no personal interest whatever in the matter.

The CHAIRMAN. You say you have been there how many years?

Miss LORD. Between six and seven years. I have lived on Grand River. I have driven from the Missouri River to within a few miles of the western boundary, and from the northern boundary down through the reservation into the Cheyenne Reservation.

The CHAIRMAN. What have you to say as to this lease?

Miss LORD. Will you allow me to state just what are the conditions there?

The CHAIRMAN. State it in your own way.

Miss LORD. What I shall say is from my own observation during a residence of from six to seven years in an Indian village on the Standing Rock Reservation as missionary to the Indians.

Though located on Grand River, I have driven from its northern boundary to its southern, and from its eastern to within a few miles of its western boundary. The one most striking feature of the country is its lack of woodland and of streams. The latter are sometimes from 10 to 15 or 20 miles apart, and some of these dry or nearly so during the late summer and fall. And during the winter, in places where the water is shallow, it freezes throughout its entire depth. Trees grow only along these water courses, with occasionally a stunted growth in some deep ravine.

The climate is not adapted to successful farming, as it is only in exceptionally rainy seasons that crops can be raised, although each spring the Indians plow and plant, hoping for some return, instead of which so often come only drought and heat and scorching winds.

I might add that there are large tracts of land on these reservations where only the cactus, sagebrush, prairie dogs, and rattlesnakes can live and thrive.

The one industry which seems open to these Indians as a possible means of self-support is that of cattle raising. In this progress has been slow, but for this the Indians are not wholly to blame. It is not from indifference, or viciousness, or laziness that their cattle have starved and frozen to death and that the herds have not increased, so much as

it has been through ignorance of the care that was necessary to the well-being of their stock. Nor did they realize what that well-being represented to them in money value.

These things, however, they are learning gradually, and, as a consequence, they are putting up more hay each year, neighbors often vying with each other as to the number of loads. During the haying season it is the one topic of conversation, and for weeks sometimes the village is nearly depopulated, because the Indians are out in their haying camps. Some have purchased their own implements, and therefore do not have to wait their turn for the mowing machines which have been issued by the Government for their use in common. As the putting up of hay is so essential to provide for their stock during the deep snows and fierce blizzards of a Dakota winter, it is necessary that each Indian shall have his hay land reserved, as well as his grazing land. This hay land is sometimes from 5 to 10 miles from the Indian's home—Mr. Primeau has said as far as 15 miles—as the latter must necessarily be along the water course for the wood supply, while the hay land may be back on the high prairie.

I have alluded to some of the external conditions. Still another phase of the question is quite as important. As yet they are like little children in character, untrained and undeveloped, yet with natural traits that are capable of development into a strong, fine manhood and womanhood—natural characteristics of strength and gentleness and reverence, which I trust will never be eliminated by contact with our own less reverent race.

They are now in the most critical transition state. As one of our native pastors wrote me of his flock, "They are like newly plowed ground." They are at the point where they need both precept and example, and both of the very best that can be given them. A parent would not say, "Anybody will do for a kindergarten," and it is equally true that "anybody" will not be a success on a reservation.

If the Indians are really to be helped to become good citizens, they must have among them men and women who in their own lives at least endeavor to keep somewhere near to the ten commandments. If the incoming of cattlemen at this critical time will secure to them this kind of neighbors, then they can afford to make some concessions of land, for this, as we know, has been from the beginning one of the Indians' greatest needs, and from the lack of it have arisen endless complications. The only power, as I believe, which will settle the Indian question and settle it satisfactorily and forever is the power of God. If the cattlemen will bring the Indians this, let them come. "In God we trust."

Senator PLATT, of Connecticut. May I ask a question. Can the Indians themselves, now, or in the future, utilize all this vast reservation for cattle?

Miss LORD. I can not state positively, but I do notice from what has gone before that they have taken into account only the number of cattle the Indians now have. We are hoping for a large increase in that number. We need more cattle to start out with, and we hope certainly for an increase; and for the increase of the herds they surely must need more land than they use at present. But as to the amount of land necessary, I am unable to say.

Senator JONES, of Arkansas. Do the Sioux Indians sell any cattle now?

Miss LORD. Yes, sir.

ADDITIONAL STATEMENT OF LOUIS P. PRIMEAU.

Senator JONES, of Arkansas. Do the Sioux Indians sell any beef cattle?

Mr. PRIMEAU. Yes, sir. The whole reservation sold about 1,800 head.

Senator JONES, of Arkansas. Have all the families cattle?

Mr. PRIMEAU. Yes, sir; almost every family has from 5 to 65 head.

Senator PLATT, of Connecticut. What was the question?

Senator JONES, of Arkansas. I want to know if every family in the reservation has some cattle?

Senator PLATT, of Connecticut. Does he say that?

Senator JONES, of Arkansas. He said almost all.

Mr. PRIMEAU. Almost all families, with the exception of some old women.

The CHAIRMAN. Do they cultivate the land at all?

Mr. PRIMEAU. Not much.

The CHAIRMAN. What do they raise?

Mr. PRIMEAU. The Grand River is not a running stream.

The CHAIRMAN. It is in a deep gorge?

Mr. PRIMEAU. Yes, sir; and through the middle of summer there are just pools of water.

The CHAIRMAN. Are there any streams flowing that can be easily turned?

Mr. PRIMEAU. There are some few nearer the Missouri River and branches of the Grand River.

The CHAIRMAN. Do they now utilize those to any extent?

Mr. PRIMEAU. No, sir.

Senator QUARLES. Would it be the wish of the Indians on the agency that we should take some of their funds and purchase cattle for them?

Mr. PRIMEAU. That is just exactly what they want.

Senator QUARLES. That is what they want?

Mr. PRIMEAU. Yes, sir.

Senator QUARLES. Are they in shape now, if that were done, to profit by it?

Mr. PRIMEAU. Yes, sir.

Senator QUARLES. And to take care of the cattle?

Mr. PRIMEAU. Yes, sir. Since the Government has afforded them a market for their cattle, they have noticed the good that comes from it, and they are all busy taking care of their cattle. They get the herds together, and chop water holes for them, and feed them hay all through the season, in good shape.

Senator GAMBLE. How many cattle would you say are on that part of the reservation covered by the Lemon lease and the Walker lease? How many head of cattle are owned by the families on those tracts?

Mr. PRIMEAU. I could make a guess. We have 5,100 head in this district, but the modified proposed lease makes the line so far west to Bull Head station that it is difficult to say. I think I could safely say 3,500.

Senator GAMBLE. Thirty-five hundred are owned by the 261 families?

Mr. PRIMEAU. Yes, sir.

ADDITIONAL STATEMENT OF WILLIAM A. JONES.

Senator QUARLES. Would there be any objection, if the Indians want it done, to applying the \$40,000 of rent money toward the purchase of cattle and giving them to the Indians?

Commissioner JONES. That is what we propose to do with it.

Senator JONES, of Arkansas. Have they now any funds in the Treasury?

Commissioner JONES. There is paid to the Standing Rock Indians annually \$13,985.50 as their share of the Sioux fund. Out of that we can buy whatever is needed for the support of the old and infirm. It will leave a very small amount that can be applied to the purchase of cattle, but if this land is leased we propose to conserve this fund and buy cattle and distribute them per capita among the Indians for the purpose of increasing their herds.

Senator JONES, of Arkansas. How long is the \$13,000 a year to run?

Commissioner JONES. It is their share of the annual interest on the \$3,000,000 now in the Treasury to their credit.

Senator JONES, of Arkansas. It is the interest on the \$3,000,000?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. There is \$3,000,000 in the Treasury that belongs to them?

Commissioner JONES. The whole Sioux tribe.

Senator GAMBLE. In addition to that ought there not to be credited to the Sioux Nation the amount of money they were to realize from the sale of their reservation in 1889, which became due—

Commissioner JONES. The ceded portion?

Senator GAMBLE. The ceded portion, which became due nearly two years ago?

Commissioner JONES. Yes, sir.

The CHAIRMAN. How much would that be?

Commissioner JONES. They have about 9,000,000 acres in round numbers still unsold, for which the Government agreed to pay them 50 cents an acre, and it would amount to about—

The CHAIRMAN. That is not included in this reservation?

Commissioner JONES. No, sir; that is the surrounding land ceded by them under the treaty of 1889.

Senator GAMBLE. The white part?

Commissioner JONES. The white part; but out of the proceeds of this settlement the \$3,000,000 much be deducted. The \$3,000,000 I understand was advanced by the Government.

The CHAIRMAN. That would be about \$6,000,000?

Senator CLAPP. About \$2,000,000.

Commissioner JONES. There would be a million and a half still due them.

I should like to answer some of the statements made here by Mr. Primeau. The statement was made by Mr. Primeau that the Indians were forced into this leasing proposition for fear of the permit system. Now, there have been statements made all over the country by people who do not understand the conditions or the facts connected with the case that the Indian Office forced the Indians into this situation.

Senator JONES, of Arkansas. Did you write a letter to somebody out there saying the permit system would be inaugurated?

Commissioner JONES. No, sir; nor did anybody else. It has been stated here in the city of Washington and out there that Captain Tonner, my assistant, sent a message out there instructing the agent that if the Indians did not submit to the leasing proposition the permit system would be enforced. I will read you the correspondence, and the only correspondence the office has ever had in connection with the matter.

ADDITIONAL STATEMENT OF LOUIS P. PRIMEAU.

Senator JONES, of Arkansas. I wish to ask the interpreter if he did not say a while ago that he had a letter from the Commissioner to that effect?

Mr. PRIMEAU. I have a copy of the letter dated October 9. I will show it to you.

Senator JONES, of Arkansas. Perhaps that is the same letter you are about to read, Mr. Commissioner.

Senator QUARLES. Is that the date of your letter?

Commissioner JONES. No, sir; this is the first of the correspondence.

Senator JONES, of Arkansas. Mr. Primeau, suppose you read that letter.

Mr. PRIMEAU. I will. It is as follows:

WASHINGTON, October 9, 1901.

GEO. H. BINGENHEIMER,

U. S. Indian Agent, Standing Rock Agency,

Fort Yates, N. Dak.

SIR: You are advised that the Secretary of the Interior, on the 4th instant, granted authority for the inauguration of the permit system of taxation for resident cattle and the permit system of pasturage for outside cattle on the Standing Rock Reservation, subject to the following conditions: The system shall be inaugurated to begin January 1, 1902; the rate for both resident and outside stock (whether horses or cattle) shall be \$1 per head per annum; each family having rights on the reservation shall be exempt from the payment of the tax to the extent of 100 head, and shall be required to pay only for the excess; owners of outside stock shall pay for the full number of stock grazed; payment shall be required semiannually in advance, and nonresident owners shall be required to give bond to secure the deferred payment; permits shall be issued for only one year.

You are accordingly instructed to take immediate steps to inaugurate the permit system of taxation for resident stock, and the permit system of pasturage for nonresident stock, in accordance with the Secretary's authority and the instructions herein contained.

The permit issued to both resident and nonresident owners will be the same in form. In the case of families having rights upon the reservation, they will be exempt from the payment of the tax to the extent of 100 head, and will be required to pay only for the excess at the rate of \$1 per head per annum. Nonresidents will of course pay for the full number of stock grazed upon the reservation. Payment of rent must be required from both classes of permittees semiannually in advance; that is, one-half on January 1 and one-half on July 1. Residents of the reservation need not be required to give bond to secure the deferred payments; nonresidents will be required either to pay the full annual consideration in advance or to give bond with two or more good and sufficient sureties, to be approved by you, to secure the deferred semiannual payment. The grazing year will commence January 1, 1902, and permits should be issued for one year only. A form of permit and bond to be used by you is transmitted herewith. A careful and accurate count should be made by you or under your supervision to determine the number of head of stock held upon the reservation by each resident family, and the number of head brought upon the reservation for grazing purposes by each nonresident. The sum

charged, \$1 per head, will be made for both horses and cattle. You should bear in mind that the system of taxation extends to all families having rights upon the reservation. The head of the family should be required to enter into the grazing permit. No permittee, whether resident or nonresident, should be permitted to monopolize certain portions of the reservation to the detriment of other permittees, but judicious assignments of locations for each permittee should be made by you with a view to giving all permittees, so far as practicable, equal grazing and water privileges.

The permit and bond should be executed in triplicate, and when properly executed should be forwarded to this office for approval. All moneys collected by you under these instructions should be deposited in the Treasury in the usual manner to the credit of the Indians, and should be taken up on your quarterly account as miscellaneous receipts, Class III, proceeds of grazing.

Should you meet with any special difficulty in carrying out these instructions, the same should be promptly reported to this office. The matter should receive immediate attention, that the system shall be in working order on January 1, 1902. Due care should be taken by you not to admit such number of outside stock as to overgraze the lands.

Please acknowledge receipt of these instructions.

Very respectfully,

W. A. JONES, *Commissioner*.

ADDITIONAL STATEMENT OF WILLIAM A. JONES.

Commissioner JONES. I will state that a similar letter was sent to all the agents on the Sioux reservations. Information was received at the office that a large number of cattle were being grazed on these reservations illegally. The office did not have sufficient police to keep them out and no funds to employ more.

At the suggestion of some of the agents it was decided to get what revenue we could from this illegal occupation by charging \$1 per head on all the cattle we could find so grazing.

There was no intention nor desire on my part, nor anyone connected with the office, to force the permit system or the leasing system on these Indians. The agent states that he so informed the Indians when the subject was discussed.

Senator JONES, of Arkansas. This letter did not say that.

Commissioner JONES. What is that?

Senator JONES, of Arkansas. This letter did not make that statement.

Commissioner JONES. I did not see anything in the letter—

Senator JONES, of Arkansas. It seems to be absolute in its terms.

Commissioner JONES. There is nothing absolute in it.

Senator JONES, of Arkansas. I know you could not violate the law, but the question is whether the Indians knew it.

Commissioner JONES. Mr. Bingenheimer told me this morning that he instructed the Indians to that effect, and that the councils held at the several farming districts were so instructed. The letters preliminary to this whole matter are dated last spring, and I would like to read you the message which has been so much harped about, it being alleged that Captain Tonner forced the Indians into this condition. When I was at the letting in New York, he wrote me and told me the Indians were opposed to leasing or to the permit system, and I wrote him back.

Senator JONES, of Arkansas. The agent, you mean?

Commissioner JONES. No; the Assistant Commissioner.

Senator PLATT, of Connecticut. Mr. Tonner is the Assistant Commissioner?

Commissioner JONES. He is the Assistant Commissioner. I wrote him back as follows:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,

Warehouse, Nos. 77 and 79 Wooster Street, New York, May 15, 1901.

Hon. A. C. TONNER,

Acting Commissioner Indian Affairs, Washington, D. C.

DEAR CAPTAIN: I had mislaid your favor of the 10th instant, in relation to the grazing of cattle on the Standing Rock and the Cheyenne River reservations, until this morning. I am sorry the matter has been delayed so long. I do not see that we can do anything as the situation stands unless Agent Hatch—

Who is the agent at Cheyenne River—

Agent Hatch could persuade those Indians to accept the permit system.

That was understood, that the Indians were to accept it or reject it.

I would like very much to have the surplus lands on those reservations used for grazing, but can not do so without the Indians' consent, and it seems at present that we are unable to secure it. I would suggest that you correspond again by wire or mail with Hatch and Bingenheimer—

He is the agent at Standing Rock—

as to whether the Indians have experienced a change of heart in connection with it, and if so, I would issue permits at once.

In relation to the Cheyenne River Reservation, if the Indians prefer to lease their lands rather than to issue permits, I can see no objection whatever to gratifying their request. The agent, of course, would be the proper person to decide as to this. As matters are not settled here, I will not be home until the last of next week.

With kind regards, I am, very respectfully,

W. A. JONES, *Commissioner*.

As a result of that letter, Captain Tonner sent this message to Bingenheimer, agent at Standing Rock:

[Telegram.]

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., May 16, 1901.

BINGENHEIMER, *Indian Agent,*

Fort Yates, via Bismarck, N. Dak.:

The Commissioner, who is in New York, instructs me to again wire you with a view, if possible, of securing consent of Indians for pasturage of 10,000 or 12,000 head of outside cattle south of Grand River, at the rate of \$1 per head. Indian cattle not to be taxed as they now are at Rosebud and Pine Ridge. You should confer with Indians without calling general council, in view of prevalence of smallpox.

Early action very essential. Wire answer.

A. C. TONNER,
Acting Commissioner.

There is no disposition on the part of the office, and I do not think there is on the part of Mr. Bingenheimer, to force these Indians into the permit system, or into the leasing of their lands; at least there is not on my part.

Senator PLATT, of Connecticut. Mr. McLaughlin said in his letter:

"I was upon the Standing Rock Reservation, on leave of absence, several days during the month of October last, during which time a number of Indians called upon me and discussed the question of leasing the reservation for grazing purposes, the majority of whom

expressed themselves as opposed to having cattle brought in under the leasing permit at \$1 per head, they claiming that it would be impossible to keep an exact account of the number of cattle occupying the reservation, but all expressed a willingness to lease the western portion of the reservation at a certain price per acre."

Commissioner JONES. I should like to say a word in regard to one statement Mr. Primeau made, that there are two hundred and some odd Indians on the tract proposed to be leased. I do not remember exactly the number of Indian families he stated were there.

Senator JONES, of Arkansas. He said 261 families.

Mr. PRIMEAU. In that district.

Commissioner JONES. In that district. He submitted to me yesterday a list giving the names of all the Indians living on the Grand River in this proposed leased district, and this list was made up after consultation with the delegation that was here, and the total number on that tract is given at 176.

Senator PLATT, of Connecticut. Who made that up?

Commissioner JONES. Mr. Primeau.

Senator McCUMBER. How many?

Commissioner JONES. One hundred and seventy-six.

Senator McCUMBER. Families?

Commissioner JONES. Yes, sir; families. Those are all the Indian families given on the list as living within the proposed tract—the Walker tract and the Lemon tract.

Senator JONES, of Arkansas. How did he make that up?

Commissioner JONES. I do not know. He gave it to me yesterday.

Mr. PRIMEAU. That is the reason I wanted to know where the line crosses the Grand River, so as to know where to begin.

Senator JONES, of Arkansas. Did you make up this list from memory or have you a memorandum?

Mr. PRIMEAU. That is the memorandum.

Senator JONES. I mean, did you make it up from memory?

Mr. PRIMEAU. With the Indians who live there.

Senator CLARK, of Montana. Did you make it up?

Mr. PRIMEAU. Yes, sir; we knew every Indian there.

The CHAIRMAN. You say you do not know where to begin the line.

Mr. PRIMEAU. There would be 391 families, running the line the way I have indicated, but after getting down here [indicating on map] it was modified. But in this way there are 10 west of it and 21 families east of it not included in that list.

Senator GAMBLE. Thirty-one families not included in that list?

Mr. PRIMEAU. Yes, sir.

Senator PLATT, of Connecticut. Are they included in what is now proposed to be leased?

Mr. PRIMEAU. That is hard for me to tell. I can not get information as to where the line will run.

The CHAIRMAN. None of them can tell where it crosses the river.

Mr. PRIMEAU. If I knew where it crossed I could tell the exact number of families.

Commissioner JONES. This is all I have to go by. It is in writing by this gentleman himself.

Senator JONES, of Arkansas. Mr. McLaughlin stated that there would be how many families embraced within the lease?

Commissioner JONES. Fifty.

Senator McCUMBER. Not to exceed 50.

Senator JONES, of Arkansas. These Indians make it 176.

Commissioner JONES. One hundred and seventy six. Whether some

of these are outside of the boundaries I do not know, but all that the delegation have submitted is 176. Where Mr. Primeau gets the 200 and odd I do not know.

The CHAIRMAN. He says there are 31 about which he can not say yet, because he does not know where the line will run.

Commissioner JONES. He evidently knew where the line was to run when he gave me this list.

Senator JONES, of Arkansas. He says there are 31 more families.

Senator McCUMBER. There would probably be very little difference between you if you could find out exactly where the line is to run.

Senator JONES, of Arkansas. Where will be the line of the lease? Where will it cross Grand River?

Commissioner JONES. I do not know. Major McLaughlin and the Land Office—

Senator JONES, of Arkansas. That seems to be the trouble with Mr. Primeau.

Mr. PRIMEAU. The list shows, when it comes to any creek, the family, and it can not be disputed by McLaughlin or Bingenheimer.

Commissioner JONES. Nobody disputes it.

Senator JONES, of Arkansas. It depends upon where you begin to count. If you begin at one place it is 261, and at another 176, and Mr. Primeau says he does not know where to begin and you say you do not know.

Commissioner JONES. The statement that he made was that within the proposed leased tract there were this many families.

Senator PLATT, of Connecticut. How many?

Commissioner JONES. One hundred and seventy-six.

The CHAIRMAN. But both of you agree that you do not know where the line is to run.

Commissioner JONES. I do not know where he found it.

The CHAIRMAN. Then there is no dispute.

Senator PLATT, of Connecticut. How many does he say this morning?

Commissioner JONES. Two hundred and some odd.

Senator GAMBLE. Two hundred and sixty-one.

Senator JONES, of Arkansas. That is beginning at one place, but there are 40 families up to a certain place, and from there on there would be 260, less 38 or 40.

Senator GAMBLE. In computing the 261 families, at what point on Grand River did you commence?

Mr. PRIMEAU. That is what we call the Bull Head district. Living on Grand River there are 261 families in that district.

Senator GAMBLE. Commencing at Bull Head station?

Mr. PRIMEAU. That was at first, when the proposed line was to run from the southwest corner of the reservation, 56 miles, and it left this 24 miles of space there [indicating], and from that point [indicating] it takes in part of another district. There are 261 families in our district, and then several families—I have a list of them—that belong to the Oak Creek station. Counting that line as just proposed, there would have been 291 families, but I can not tell where to begin to count those families. They do not seem to know just where it is going to cross Grand River. If I knew what house to begin with, I could count up and tell exactly the number of families, but on the list I made it clear by showing the different branches of the creek—so many families on this and so many families on that.

The CHAIRMAN. Do you know the distance east and west across both the proposed leases?

Commissioner JONES. No, sir; I do not.

Senator JONES, of Arkansas. Do you know the width of the proposed leased district now?

Commissioner JONES. No, sir.

Senator McCUMBER. Is it not described by metes and bounds?

Commissioner JONES. Yes, sir; in the proposed lease.

Senator McCUMBER. By references, etc.?

Commissioner JONES. By longitude and latitude.

Senator McCUMBER. Then we can ascertain definitely.

Senator JONES, of Arkansas. Has this reservation ever been surveyed?

Commissioner JONES. I think most of it has been.

Senator GAMBLE. I think nearly all of it has been surveyed.

Senator JONES, of Arkansas. You can count the township lines and easily figure up the width of the proposed tract.

Senator CLAPP. I should like to ask the commissioner a question. Can you tell approximately how much there is now, independent of the proceeds of these leases, which could be used to buy cattle for the Indians who are on the reservation?

Commissioner JONES. It would be, Senator, in round numbers, \$14,000 a year for all purposes except schools.

Senator CLAPP. A million and a half would be left after taking out the three million?

Senator GAMBLE. As I understand it, there are three millions credited already to the Sioux Nation.

Senator CLAPP. That is a loan.

Senator GAMBLE. They are entitled to approximately four and a half million dollars. The three millions of course would be deducted, which would still leave a fund of \$4,500,000.

Commissioner JONES. I do not so understand it.

Senator CLAPP. It would be a million and a half?

Commissioner JONES. The three millions were advanced to them on the cession of the land.

Senator GAMBLE. It would be \$4,500,000. Fifty cents an acre on the 9,000,000 acres unpaid for by the Government would make a fund of \$4,500,000.

Senator CLAPP. But the Government would reimburse itself for the loan of the \$3,000,000. In the end the Indians would get only a million and a half?

Senator GAMBLE. It would be four and a half millions?

Senator PLATT, of Connecticut. The whole Standing Rock Agency would have \$4,500,000 when the matter is closed up.

Commissioner JONES. Not the Standard Rock Agency, but the whole Sioux Nation.

Senator GAMBLE. Out of this fund, by Executive order, a part of the principal may be paid for the benefit of the Indians. Is that true? It is in some of the agencies, I know.

Commissioner JONES. I do not know.

Senator GAMBLE. I know it is true as respects the Sisseton and Wahpeton.

Commissioner JONES. I do not know about the terms.

Senator GAMBLE. I do not remember the provisions so as to be able to say whether, if there was a necessity for stock, it could be taken from the principal, if it was thought wise or whether it would have to be appropriated by Congress.

Commissioner JONES. Congress can do it.

Senator JONES, of Arkansas. Are there any other claims against the Government by these Indians?

Commissioner JONES. Under the treaty of 1889 they were granted certain concessions until they become self-supporting.

Senator PLATT, of Connecticut. Do we pay them something annually?

Commissioner JONES. Yes, sir.

The CHAIRMAN. How much do we pay them annually?

Commissioner JONES. I have here the financial statement of the Sioux tribe. This appropriation is an indefinite appropriation, because we do not know how much we want. Part of them are self-sustaining and part are not. Last year we paid the Sioux nation \$942,347.97 in cash; that is, for employees in agencies and schools. For beef alone we paid them \$485,148.52.

Senator JONES, of Arkansas. Let me understand the first item. You paid that in cash for agency—

Commissioner JONES. For agency employees and school employees; and then we purchased for cash—

Senator JONES, of Arkansas. You paid that for the benefit of the Indians. You did not pay it to the Indians.

Commissioner JONES. No, sir; we expended it for their benefit.

Senator JONES, of Arkansas. For their benefit?

Commissioner JONES. Yes, sir. We paid \$485,148.52 for beef which was issued to them.

The CHAIRMAN. In rations?

Commissioner JONES. In beef rations. For other subsistencies—flour, sugar and coffee, and so on—we paid \$178,656.05, making a total for subsistence, for beef, flour, etc., of \$663,804.54. That is outside of the cash we paid to the Sioux nation for maintenance of agencies and schools and other cash articles.

The CHAIRMAN. And the \$14,000 of interest?

Commissioner JONES. Yes, sir; that is paid them in cash.

Senator JONES, of Arkansas. How; per capita?

Commissioner JONES. The \$13,000?

Senator JONES, of Arkansas. Yes.

Commissioner JONES. Yes, sir.

Senator PLATT, of Connecticut. That is only to the Standing Rock Agency?

Commissioner JONES. Yes, sir; but that is their proportion.

Senator PLATT, of Connecticut. How much do you pay to the whole Sioux tribe?

Commissioner JONES. A hundred and fifty thousand dollars—the interest at 5 per cent on \$3,000,000.

Senator PLATT, of Connecticut. So they get one-tenth, or thereabouts.

Commissioner JONES. We try to divide it in proportion to population as nearly as we can.

So far as I am concerned, I do not care whether there is one foot of this land leased or not, but it seems to me that when the Government is paying out a million and a half to the Sioux people, they themselves ought to contribute something to their maintenance and to reduce the amount of money that the Government is paying out to them every year as a gratuity. If they have lands which they are not using that we can lease, in this case saving about \$40,000 a year to the Government, I think it ought to be done. I have no personal feeling in this matter, but there is a lot of idle land there now which is used neither by them nor by anybody else, and I think it only fair that they should contribute something to their own maintenance.

Senator JONES, of Arkansas. I understand they do not object to that; they are willing to have the tract leased; but they object to leasing the other tract of land on which there are Indian families living, and they say they will have no hay supply if the ranges are run over by great herds of cattle.

Senator PLATT, of Connecticut. It looks as if all the contention here were as to what the boundaries of the lease shall be.

Senator JONES, of Arkansas. Exactly.

Commissioner JONES. I will state as to the families living in the proposed leased tract that we propose to give them all the wire they will need to fence their holdings, both as to their meadow lands and also in whatever other tracts they may want. We insist that they shall do their own fencing where they are able to do so, but we will give them the material.

The CHAIRMAN. Do you not think, Mr. Commissioner, that on consultation with the Indians here you could fix a line?

Commissioner JONES. I could if I were let alone.

The CHAIRMAN. You have been let alone. There is nobody to disturb you.

Commissioner JONES. Yes, sir; there is.

The CHAIRMAN. Suppose you meet with the Indians and settle it. Can you not fix it with the Indians?

Commissioner JONES. I could when they came here first, because we were agreed; but some disturbing element came in and the whole matter was upset. They agreed with me yesterday to lease this tract under certain conditions.

Senator JONES, of Arkansas. Which tract?

Commissioner JONES. Just as it is now.

Senator JONES, of Arkansas. You mean both the Walker tract and the Lemon tract?

Commissioner JONES. Yes, sir.

Senator JONES, of Arkansas. Who agreed to that?

Commissioner JONES. These Indians and Mr. Primeau; and then he suggested that we drop 6 miles east and eliminate the Walker tract entirely.

Senator JONES, of Arkansas. That is what he proposes now.

Commissioner JONES. They do not propose to do that now. They propose to run down in that direction [indicating].

Senator JONES, of Arkansas. He said they were perfectly willing to have that done in case this line [indicating] was dropped back 6 miles and the Walker tract excluded. Was not that what you said?

Mr. PRIMEAU. Yesterday forenoon, speaking to the Commissioner, I said the Indians would never consent under any consideration to give up the Walker tract, and if he would drop that out, I could fix it to the satisfaction of the Indians, because the head authorized me to do it. But it seems they wanted the whole thing and they have gone back and refused.

The CHAIRMAN. Dropping out the Walker tract, would they consent to fix the lines 6 miles farther east and settle it in that way?

Mr. PRIMEAU. Yes, sir; they would.

Commissioner JONES. The proposition was to include the tract just as we marked it out there, but stated they would like to fence the portion along the river which they have taken up; and to that we agreed.

Mr. PRIMEAU. It was not along the river. It was the Walker tract, with the understanding that the Lemon tract—

Commissioner JONES. You told me if you were allowed to fence 3

miles along that river, you would be perfectly willing to let that whole tract go in.

Mr. PRIMEAU. I said there was no show of getting consent if they were shut off from their lowlands.

The CHAIRMAN. Dropping out the Walker tract, the Indians are willing to extend the line 6 miles farther east and let the lease be made.

Mr. PRIMEAU. Yes, sir.

The CHAIRMAN. That will be satisfactory?

Mr. PRIMEAU. It will be all right.

Senator GAMBLE. In regard to fencing along Grand River 3 miles, to which the Commissioner referred, you would be satisfied to lease the Walker tract if it were fenced, say more than 3 miles back, so as to leave sufficient space for hay for the Indians.

Mr. PRIMEAU. Yes; that would be all right, if we could decide upon some plan of giving—

Senator GAMBLE. Six miles each side of the river?

Mr. PRIMEAU. Yes; that would be all right.

Senator GAMBLE. If you fenced it 6 miles each side of the river would that exclude, then, largely all the Indians from the Walker lease?

Mr. PRIMEAU. If there was a fence only on the north side, because a fence on the south side would be dangerous in case of a blizzard, as the cattle would drift and go against the fence and freeze to death. If that was left free, with a fence 6 miles north of Grand River in the Walker tract, we could manage to get along.

Senator GAMBLE. You would be satisfied?

Mr. PRIMEAU. We could get along.

Senator JONES, of Arkansas. Would the 6 miles include sufficient land for hay for the Indians?

Mr. PRIMEAU. Yes, sir; of course we often go farther, but we could manage.

The CHAIRMAN. You exclude from the lease all of the south side of the river and 6 miles north of the river?

Senator GAMBLE. By what authority do you appear here representing the Indians of Standing Rock Agency?

Mr. PRIMEAU. When this proposal was sent out the Indians in council gathered together \$200, and took a vote on it, and the majority of the respective bands and the chiefs signed their names to it, and they had the chairman of the council and the clerk put their names to it.

Senator GAMBLE. I mean were you elected or appointed by the tribe?

Mr. PRIMEAU. Yes, sir.

Senator GAMBLE. To come here and represent them?

Mr. PRIMEAU. Yes, sir.

Senator GAMBLE. You personally?

Mr. PRIMEAU. Yes, sir.

Senator GAMBLE. And then the delegation came with Mr. Bergenheimer?

Mr. PRIMEAU. Yes, sir.

Senator PLATT, of Connecticut. Are the delegation in the city?

Mr. PRIMEAU. Yes, sir.

Senator PLATT, of Connecticut. And Major Bergenheimer?

Mr. PRIMEAU. Yes, sir.

Senator PLATT, of Connecticut. He is here?

Mr. PRIMEAU. Yes, sir.

Senator PLATT, of Connecticut. He is the agent?

Mr. PRIMEAU. Yes, sir.

Senator CLARK, of Montana. How much land do you consider necessary for each head of cattle in that locality?

Mr. PRIMEAU. For grazing?

Senator CLARK, of Montana. For grazing.

Mr. PRIMEAU. The year round?

Senator CLARK, of Montana. Yes, winter and summer.

Mr. PRIMEAU. I should judge about 20 acres.

Senator CLARK, of Montana. You think 20 acres is enough?

Mr. PRIMEAU. It would be; in some seasons perhaps it would not be.

Senator CLARK, of Montana. This lease provides for 40 acres to each head of cattle?

Mr. PRIMEAU. Yes, sir.

Senator PLATT, of Connecticut. Twenty would not be enough. I do not know much about this business.

Senator CLARK, of Montana. It would be in summer time.

Senator PLATT, of Connecticut. Senator Gamble knows more about it than I do, but I never supposed 20 would be enough.

Senator CLARK, of Montana. Twenty would be enough in summer time. It would not be enough in winter. Of course, I do not know exactly the nature of the land, but usually it would be enough in summer.

Senator McCUMBER. Mr. Commissioner, could not yourself, Major Bergenheimer, and these gentlemen representing the Indians get together and make the line of demarcation with such a degree of certainty that you can all agree upon it? Do you not think it is feasible?

Commissioner JONES. It is just as I told you before. If let alone, we can do it.

Senator GAMBLE. You will not be interfered with by the committee.

Commissioner JONES. The details ought not to be brought before the committee. It should not be bothered with them.

Senator JONES, of Arkansas. Speaking for myself, I believe these Indians ought to have land enough to graze all the cattle they have or are likely to have, and they ought to have room enough to get all the hay they need. I believe the reservation was set apart to take care of the Indians. I think any arrangement to have lands leased which the Indians do not need ought to be made; and I believe the Commissioner's step is a right one. The only question is as to the extent. I am pretty doubtful about interfering with the Indians along the river. We ought to encourage those people to increase their herds and make themselves self-sustaining, and the only way to do it is to keep enough room for them to graze their herds on.

Commissioner JONES. We provide for that.

Senator PLATT, of Connecticut. I do not know what the Commissioner means by outside influence, but I think the Indians ought to be reasonable and I think the Government ought to be reasonable, and it seems to me you can get together on what this lease shall include, and if you can not, believing that some lease is for the benefit of the Indians, we shall have to settle it. I think you should try it once more.

Commissioner JONES. If I fail, I shall recommend that no leasing at all be done.

Senator JONES, of Arkansas. I believe the Lemon tract ought to be leased. I do not think anything ought to be done in temper. I think we ought to follow our judgments in what we do. I am satisfied the tract of country which the Indians do not need ought to be leased. The only question is how much do they need; what part of the reservation ought to be reserved to enable the Indians to take care of their cattle. If

they are a little unreasonable about it, it is no reason, I think, why we should not do just what ought to be done; and, so far as I am concerned, I am willing, as a member of the committee, to take the responsibility, with the lights before me, and vote what I think ought to be done. I should be governed by the amount of land that is required for the Indians to take good care of their stock and to give them plenty of room to increase their herds. We ought to induce them to do it, and a good way to induce them to increase their herds is to have a good pasture which is there before their eyes all the time.

Senator PLATT, of Connecticut. I assume that the Commissioner and the Indian agent do not want to do anything to the disadvantage of the Indians, and it seems to me that the thing ought to be adjusted.

The CHAIRMAN. All we can do is to turn it over to them and let them make another trial, and then if they can not adjust it the committee will have to take some action. I suggest that the committee is of opinion that you should try it again. Let outside influence keep away. Let them go to the Indian Department and have a consultation and let it be settled.

At 11 o'clock and 30 minutes a. m. the committee adjourned.

WASHINGTON, D. C., February 4, 1902.

The committee met at 8 o'clock p. m.

Present: Senators Stewart (chairman), Quarles, McCumber, Bard, Clapp, Jones, of Arkansas, Harris, Dubois, and Clark, of Montana.

ADDITIONAL STATEMENT OF WILLIAM A. JONES.

The CHAIRMAN. With reference to the subject of the leasing of Standing Rock Reservation lands, we would like to hear from the Commissioner. What is the matter with that lease? Is it satisfactory to all parties concerned?

Commissioner JONES. No; not entirely. I thought it was until this evening. There is a delegation of Indians out here waiting to see the committee on the subject.

Senator JONES, of Arkansas. Have you a lease?

Commissioner JONES. Yes. One lease is approved.

Senator JONES, of Arkansas. What lease is that?

Commissioner JONES. What is known as the Lemmon lease?

Senator JONES, of Arkansas. Are there any Indians on that tract?

Commissioner JONES. Yes; some.

Senator QUARLES. That is the northern part?

Commissioner JONES. The northwestern.

Senator JONES, of Arkansas. I thought there were no Indians on that at all?

Commissioner JONES. There are some.

Senator JONES, of Arkansas. How many Indians are on that tract?

Commissioner JONES. I do not know.

The CHAIRMAN. How much land will be included in the northwestern part of that tract?

Commissioner JONES. Seven hundred and odd acres—760 acres.

The CHAIRMAN. Now, as to the Walker lease: Have you a copy of that?

Commissioner JONES. No; the Walker lease is in Chicago for the purpose of having the bond perfected.

Senator JONES, of Arkansas. How many Indians live on the land covered by the Lemmon lease?

Commissioner JONES. I could not tell you.

Senator QUARLES. I understand there are very few Indians on the land covered by the Lemmon lease.

Commissioner JONES. They do not seem to know how many there are.

The CHAIRMAN. You say those Indians are here?

Commissioner JONES. Yes.

The CHAIRMAN. Shall we call them in to see what they know about this matter?

Senator QUARLES. I do not think we ought do that. It would take all the evening to hear them.

The CHAIRMAN. Do you think we ought to hear them (addressing the Commissioner)?

Commissioner JONES. It is immaterial to me.

The CHAIRMAN. Do you think they can throw any light upon the subject?

Commissioner JONES. They can not throw any more light upon it than they have heretofore.

The CHAIRMAN. How about the other lease—the Lemmon lease?

Commissioner JONES. The Lemmon lease the Indians do not object to, and never have objected to it very seriously.

The CHAIRMAN. The Walker lease they do object to?

Commissioner JONES. They have not objected to it, as was stated before you the other day. Until this evening, they were satisfied with it. The President discussed the matter with them and understood the situation—the character of the land and also the character of the Indians. They discussed the matter very thoroughly with the President. He asked Mr. Primeau questions in regard to the matter and satisfied himself that it was advisable to lease the land.

The CHAIRMAN. The President did?

Commissioner JONES. Yes.

Senator HARRIS. Has Mr. Primeau raised objections since then?

Commissioner JONES. I understand so. But he is out here now, and can answer for himself.

Senator JONES, of Arkansas. Who is that?

Commissioner JONES. Primeau, who was here the other evening.

The CHAIRMAN. Have Mr. Primeau come in, and we will find out what he has to say.

Commissioner JONES. The agent is out here, and so is Major McLaughlin.

The CHAIRMAN. Have Mr. Primeau and Major McLaughlin come in.

Commissioner JONES. And the agent also?

Senator QUARLES. Who is he?

Commissioner JONES. Mr. Bingenheimer.

STATEMENT OF G. H. BINGENHEIMER, UNITED STATES INDIAN AGENT FOR THE STANDING ROCK AGENCY.

The CHAIRMAN. We want to inquire of you in regard to the matter of the lease of the Standing Rock Reservation land. Are you the agent there?

Mr. BINGENHEIMER. Yes. What is it you wish to know about it?

The CHAIRMAN. We wish to know what land you propose to lease, and what Indians are on it.

Senator McCUMBER. One lease is settled. To which do you refer?

The CHAIRMAN. I refer to the Walker lease.

Mr. BINGENHEIMER. That is very indefinite. We can not determine how many Indians do live on that tract. There is no accurate map of the reservation. But the lease provides that if Bull Head Station should come within this tract the 6 miles square are to be left out, and that would reduce it, I judge, to 75 families at least. But it is very difficult to tell. We can not locate them.

The CHAIRMAN. How are you going to act? We do not recommend the leasing of lands that the Indians want to use.

Mr. BINGENHEIMER. No; we do not propose leasing anything they want to use.

The CHAIRMAN. How are you going to act in the matter?

Mr. BINGENHEIMER. We can get the outside lines by going due north. That will give us the outside limit. To whomever is living within that limit, we purpose allowing 40 acres to each "critter;" that is, 40 acres to each head of cattle or horses.

The CHAIRMAN. How are you going to do that?

Mr. BINGENHEIMER. By fencing in.

The CHAIRMAN. They are going to fence it in?

Mr. BINGENHEIMER. Yes. The Commissioner offers them so much wire, so that they may fence it in.

Senator McCUMBER. The lessee must fence it in?

Mr. BINGENHEIMER. The lessee fences outside and the Indians inside. They will be given wire to fence off their tract.

The CHAIRMAN. Are they protected from the cattlemen?

Mr. BINGENHEIMER. Yes; by such a fence.

The CHAIRMAN. Can you give us some idea from the map what you propose doing?

Mr. BINGENHEIMER. Yes [pointing out on the map]. The Lemmon tract runs this way. Then it takes a jump and comes back here, and W. I. Walker's tract comes in here.

The CHAIRMAN. That is what the Indians complain of.

Mr. BINGENHEIMER. I did not know there was any complaint. I thought it was all settled until this evening.

Senator JONES, of Arkansas. Did they agree to the Walker lease?

Mr. BINGENHEIMER. Yes.

Senator JONES, of Arkansas. You are the agent, and ought to have known.

Mr. BINGENHEIMER. Yes; but I heard nothing about it to the contrary.

Senator JONES, of Arkansas. They have been talking to the committee for the last two or three weeks, and it is strange it has not come to your ears.

Mr. BINGENHEIMER. This matter was before the President, and it was all explained to him, and the Commissioner is doing all he can for the Indians.

Senator JONES, of Arkansas. I understood the Indians were not satisfied with the Walker lease.

Mr. BINGENHEIMER. They were when they took the matter up with the President.

Senator McCUMBER. They were satisfied, but they made a new arrangement. They went all through with it the other day.

Senator JONES, of Arkansas. I understood the agent to say that he heard no objection on the part of the Indians.

Senator McCUMBER. Since they had gotten it fixed up, I think he means.

Mr. BINGENHEIMER. Yes; that is what I mean.

The CHAIRMAN. Is there anybody here representing the Indians?

Mr. BINGENHEIMER. Yes. Mr. Primeau is the interpreter. He is here.

The CHAIRMAN. He understands the subject, is familiar with it. We would like to have him state what the trouble is.

ADDITIONAL STATEMENT OF LOUIS P. PRIMEAU.

Mr. PRIMEAU. The trouble is that the Indians want to know whether they are to be consulted as to the course of the fence to be run there.

The CHAIRMAN. What do you object to in making the lease—what do the Indians object to? You can speak for them, I suppose?

Mr. PRIMEAU. They object because they are not consulted as to the course of that fence.

The CHAIRMAN. What do they object to about the course of the fence?

Senator JONES, of Arkansas. Would they be satisfied with it if they were consulted?

Mr. PRIMEAU. They want to be consulted as to what was the understanding when they signed a certain agreement.

Senator JONES, of Arkansas. If consulted, would they be satisfied?

Mr. PRIMEAU. Yes; if they got certain concessions, if it be within reason—something they wanted at the time they signed the petition to the Commissioner of Indian Affairs.

The CHAIRMAN. Do you know what the Indians want?

Mr. PRIMEAU. Yes; I know.

The CHAIRMAN. Tell us in a short way what it is.

Mr. PRIMEAU (indicating on the map). This up here is the part they wanted formerly. The Lemmon tract of land comes in here where this mark is. It makes an L shape there.

The CHAIRMAN. There is no objection to that now?

Mr. PRIMEAU. No.

The CHAIRMAN. Now, as to the Walker tract. What is the objection to that?

Mr. PRIMEAU. That is thickly settled in here [indicating on map], and they would rather that the cattlemen should be separate from the Indians, and whatever is left to the Indians should be in common.

The CHAIRMAN. They want the fence between the cattlemen and themselves, so that what they have may be in common?

Mr. PRIMEAU. Yes; what is left they want for themselves.

The CHAIRMAN. Is there any difficulty about doing that?

Senator QUARLES (to Mr. Bingenheimer). Is there any objection to doing that?

Mr. BINGENHEIMER. I do not understand.

Senator QUARLES. They want the cattlemen separate from the Indians, so that whatever is left may be to the Indians in common.

Mr. BINGENHEIMER. That is what the Commissioner is proposing to do.

The CHAIRMAN (to Mr. Primeau). Can you state any point for this fence?

Mr. PRIMEAU. They are willing to give 25 miles of the western boundary of the reservation clear through.

Senator JONES, of Arkansas. Will that take in the Indians?

Mr. PRIMEAU. That will take in about fifteen or twenty families.

Senator JONES, of Arkansas. Sioux?

Mr. PRIMEAU. Yes.

Senator JONES, of Arkansas. Do they object to those being included in that lease?

Mr. PRIMEAU. They did in the first place. But all they want is what is halfway right.

The CHAIRMAN. They are willing to give a lease running for how many miles?

Mr. PRIMEAU. Twenty-five miles.

The CHAIRMAN. Running up to what?

Mr. PRIMEAU. The east and west line.

The CHAIRMAN (to Mr. Bingenheimer). Would a lease of that kind be satisfactory?

Mr. BINGENHEIMER. I do not think it would.

The CHAIRMAN. How do you want it?

Mr. BINGENHEIMER. The way I think it ought to be is this: The Indians are continually complaining that they are not getting enough to eat. [Indicating on map.] Here they have a great, vast country, the Grand River running in here, that they are getting nothing from. If it is excluded it would exclude the water, and it would be practically useless.

The CHAIRMAN. What is the lease that you want?

Mr. BINGENHEIMER. The proper lease.

The CHAIRMAN. They say 25 miles. How far would you go?

Mr. BINGENHEIMER. Forty-nine miles.

The CHAIRMAN. And then straight up?

Mr. BINGENHEIMER. Yes. And here is the jump [indicating on map].

The CHAIRMAN. That includes how many families?

Mr. BINGENHEIMER. That would include, possibly, 80 families.

Yes; I do not believe it would include any more than that.

The CHAIRMAN. Eighty families means a good many persons.

Mr. BINGENHEIMER. Yes.

Senator JONES, of Arkansas. I thought Mr. Primeau said it would include 161?

Mr. BINGENHEIMER. Bull Head Station comes out, six miles square, which is very thickly settled.

Senator JONES, of Arkansas. Does not that come in the Walker lease?

Mr. BINGENHEIMER. Six miles square is not intended to be leased. That is cut out.

Senator JONES, of Arkansas. Answer my question. Does the Walker lease cover the Bull Head Station part of the country?

Mr. BINGENHEIMER. We are not sure about that.

Commissioner JONES. The lease provides that if that comes within the boundaries it is to be taken out.

Senator JONES, of Arkansas. I understand that. But I want to know whether it is included in the lines of the Walker lease or not?

Mr. BINGENHEIMER. The surveyor who had a contract to survey it last year figured that from the west line of Standing Rock Reservation to Bull Head Station was 50 miles. If that be correct, it is outside of the lease. But it is not definite; it has not been established.

The CHAIRMAN. What kind of lease are the Indians willing to make?

Mr. PRIMEAU. We are willing to give them 6 miles more.

The CHAIRMAN. There are 18 miles of difference between you?

Mr. PRIMEAU. Which is 18 miles across our reservation.

The CHAIRMAN. The Indians could not throw any light on the subject? That you do not know?

Mr. PRIMEAU. They could not tell you anything more than that. They could simply tell you what they originally wanted when they signed that petition and sent it in here.

Senator JONES, of Arkansas. I would like to ask Commissioner Jones what he purposes doing with the Indians at Bull Head Station, the reservation outside? What is your idea of the way they are to be taken care of? Are they to be included in the fence or separated from the inclosure?

Commissioner JONES. They are to be fenced in the inclosure. Their holdings are to be fenced up.

Senator JONES, of Arkansas. Who is to do the fencing; they or the cattle men?

Commissioner JONES. They are to do the fencing, but we furnish the wire.

The CHAIRMAN. How far would they have to haul the wire? Is it on the land?

Commissioner JONES. I do not know. The agent has it.

The CHAIRMAN. How do you propose that they shall do the fencing to protect themselves from the cattle men? [Addressing Mr. Bingenheimer.]

Mr. BINGENHEIMER. There is no question about that. It is 65 miles from Bismarck, and Fort Yates is 50 miles from the proposed lease; and when they need the wire the Indians will haul it.

Senator JONES, of Arkansas. Are the Indians to get the posts themselves and set them?

Mr. BINGENHEIMER. Yes. The old men are not to do that, but we are to pay the able-bodied Indians to do it.

The CHAIRMAN. The Government will do that?

Mr. BINGENHEIMER. Yes.

Senator JONES, of Arkansas. I thought the Indians were to do that.

Mr. BINGENHEIMER. The able-bodied Indians do that, but the old men do not do it; the Government has it done for them.

Senator JONES, of Arkansas. I want to know whether the Government does it or the Indians?

Mr. BINGENHEIMER. I say the Indians do it. I say, when the Indian is physically able to do that we give him the material out of which he can build his fence. If there be an Indian so old that he can not do it, we hire an able-bodied Indian to build the fence for him.

Senator JONES, of Arkansas. If he be able-bodied he builds the fence himself?

Mr. BINGENHEIMER. Yes.

Senator JONES, of Arkansas. If not able-bodied, you hire somebody to do it for him?

Mr. BINGENHEIMER. Yes.

The CHAIRMAN. You allow the Indians 40 acres for each head of cattle. Are they to fence those lots separately, or are they to fence in common against the cattlemen?

Mr. BINGENHEIMER. If they are close enough together they may fence in one inclosure, and if they are too far apart they may inclose separately.

The CHAIRMAN. If the 80 families are to fence up the given tract, there will be a good deal of fencing.

Mr. BINGENHEIMER. Each one fences his own tract.

Senator HARRIS. The agent says that they fence up their own tract.

Mr. BINGENHEIMER. Ten miles and a half of fence, one man's holding, have been figured on.

Senator CLAPP. How much fencing would it be?

Senator JONES, of Arkansas. Ten miles of fence.

The CHAIRMAN. If they are to fence it in separate tracts before the grazing season comes on this year they will have to work pretty lively.

Senator QUARLES. They can not do that.

The CHAIRMAN. If they fence all in common, and the Government furnish the wire and give them its assistance, it would be possible.

Mr. BINGENHEIMER. They will have the fence up by the 1st of July or earlier than that.

Senator JONES, of Arkansas. The cattle running over the cattle lands will have no grass to feed on in winter, and the guaranty that the Indians would have the fence up the 1st of July would not do much good—it would not keep the cattle fed very long.

The CHAIRMAN (addressing Commissioner Jones). Can you not make a contract with the cattlemen so that they shall make a fence around what they occupy and leave the other out?

Commissioner JONES. What who may occupy?

The CHAIRMAN. What the cattlemen may occupy. They can fence around it. Suppose they occupy three or four townships in there, they can fence right in there and exclude it from the range.

Commissioner JONES. That would shut out all the water.

Senator JONES, of Arkansas. Is there any water except in that one creek?

Commissioner JONES. I understand that is the best part of the lease.

Mr. PRIMEAU. There is plenty of water in there. That is the choice range, where cattle are thickest in winter and summer.

Commissioner JONES. I think that Major McLaughlin can explain that better than anybody else.

STATEMENT OF JAMES M'LAUGHLIN.

Mr. McLAUGHLIN. Mr. Chairman and gentlemen of the committee, I was agent at Standing Rock for fourteen years, and am quite familiar with the country. I located the Indians that are along the Grand River, commencing back in the early eighties. Along on the line indicated, I suppose there are about 50 families. It is fifteen years since I left there, and I suppose a number of families have moved up the river. I was present when this matter was discussed last week in the presence of the President, and, as I understand it, the agent and the interpreter were also there.

The cattlemen should fence along and leave runways for the cattle

to get to the water [indicating on map]. They should shut in that entire tract. That is the best portion of the cattle range. I know that 25 miles on this side would leave three or four families. Mr. Primeau states that there would be ten or fifteen. On the west side of the river, there are no Indians. That is for the protection of cattle. In dry and cold weather this would be valuable. What I understand from Mr. Primeau is, that you should have the Indians here and run fences inclosing 3, 6, 8, or 10 families, and have it so as to leave runways and driveways for the cattle through to the river. There is a good deal of land to the south of the river that would be included in Mr. Walker's lease that would not be occupied at all unless a portion of the river were in it.

The CHAIRMAN. You want runways. Can you put words in that lease whereby the cattlemen will be required to fence their land so as to leave the Indians outside of their fencing—that is, give them the chance to put their runways in and so fence their runways as to separate them from the Indians without compelling the Indians to build fences?

Mr. McLAUGHLIN. I do not think there is a very great change in a portion of that. I know that there are families—8, 10, or 15—in one settlement, and then for 2 or 3 miles there is not one.

The CHAIRMAN. Will the cattlemen make runways down there?

Mr. McLAUGHLIN. Those runways on the range could be a half mile, three-quarters, or a mile to 2 miles long, and direct to the river.

The CHAIRMAN. Why can not the cattlemen make their runways and leave the Indians in possession of the lands they occupy? Can not that be done?

Mr. McLAUGHLIN. I think that could be done.

Senator JONES, of Arkansas. How much of that tract is above the eastern part of the Lemmon tract?

Mr. McLAUGHLIN (indicating on map). Clear up here.

Senator JONES, of Arkansas. Clear through the land included in the Lemmon lease?

Mr. McLAUGHLIN. Yes.

Senator JONES, of Arkansas. What reason is there why they would not have protection for their cattle in getting the water west of that western line?

Mr. McLAUGHLIN [indicating on map]. The lease would extend down here.

Senator JONES, of Arkansas [indicating]. But they would not come down here for water, would they?

Mr. McLAUGHLIN. Yes [indicating on map]. There is Hot Creek and Rock Creek, and several others.

Senator JONES, of Arkansas. The cattle in the winter would not come up here [indicating].

Mr. McLAUGHLIN. No.

Senator JONES, of Arkansas. If they had this place 25 miles wide, it seems to me it would not be very far from here [indicating]; and there is no necessity for having access to this river here [indicating], if they had 25 miles of access there.

Mr. McLAUGHLIN. In the winter that creek usually has water in it. But I have known seasons when there was not a bit of water in it.

Senator JONES, of Arkansas. Why can they not come to this creek here [indicating]?

Mr. McLAUGHLIN. Cattle can not go more than 10 miles to water. Senator JONES, of Arkansas. Is it 10 miles to here [indicating]?

Mr. McLAUGHLIN. That is a creek.

Senator JONES, of Arkansas. If they have creeks, there would be no necessity for going to the runway?

Mr. McLAUGHLIN. If cattle have to walk 10 miles a day back and forth, it walks the flesh off of them.

Senator JONES, of Arkansas. If they have creeks up there [indicating], there is no necessity for going to the water here [indicating].

Mr. McLAUGHLIN. I have known that up here [indicating] to be without a particle of water in it.

Senator JONES, of Arkansas. Then the necessity for having the cattle here [indicating]?

Mr. McLAUGHLIN. The same will apply to the eastern portion of the Lemmon lease.

Senator JONES, of Arkansas. They must have water.

Mr. McLAUGHLIN. Then they could get water in Cedar Creek?

Senator JONES, of Arkansas. They could not occupy the ground unless they could get to Cedar Creek.

The CHAIRMAN. Can you word a lease so that the cattlemen may have a runway to the river and avoid taking in these families?

Mr. McLAUGHLIN. I think the lease is properly worded at the present time. I think the understanding with the contractors and lessees was that the tract is to be fenced with the runways, because Mr. Lemmon talked with me about having runways to the river.

The CHAIRMAN. I do not think the Indians can build the fences in this year.

Mr. McLAUGHLIN. Those Indians are good fence builders. They can build fences to equal the white men, and rapidly. The only trouble is to fence individual holdings, which would take a good deal of posting.

Senator JONES, of Arkansas. In the lease which you have proposed here they are to immediately put fences all around the reservation?

Commissioner JONES. There is no time in which to do it.

Senator JONES, of Arkansas. I supposed it was required as a part of the contract that they should do it.

Mr. McLAUGHLIN. As a part of the contract they are to build a certain fence outside of the boundaries.

Senator JONES, of Arkansas. There is no limit of time as to when that should be done?

Commissioner JONES. No. They usually go to work in the spring when the weather will permit.

Mr. McLAUGHLIN. The cattle drift over there because there is no fencing.

Commissioner JONES. That is the reason why I desire to have the Indians lease their land [indicating on map]. That is a portion that is overrun with other cattle.

Senator JONES, of Arkansas. I can conceive that that would be so. Why is it not practicable for you to provide in the lease for the lessees to put fences around where there is an Indian settlement, a quantity of land needed for these Indians? While they are building those fences, why should not you put fences around to take care of the cattle?

Commissioner JONES. I have no doubt but that they will take care of everything the Indians want.

The CHAIRMAN. You will have to word it so that it can be satisfactorily arranged. Agree upon it with the cattlemen, and word it in your lease.

Senator HARRIS. What is the difference between doing it in that way and doing it as the Commissioner says, so far as the cattlemen are concerned? Let the Indians do the work, and the Government furnish the wire.

The CHAIRMAN. When you fence off separately you treble and quadruple the fences. They would want several in common, but not one for all of them.

Senator QUARLES. There is no objection to building. Suppose five or six of them want it through their land in common, there is nothing to restrain them from doing it, is there?

Commissioner JONES. Nothing whatever.

Senator QUARLES. The Government furnishes the stuff; they do the work. It seems to me there is no hardship upon them.

Commissioner JONES. You have been feeding these Indians for a number of years. Is it a hardship to require an able-bodied Indian to build his own fence?

Senator JONES, of Arkansas. There is no objection to asking an able-bodied Indian to do it. But to ask the men to build miles of fences, would be making a difficult job of it.

Commissioner JONES. There are many families there with five men in them.

Senator JONES, of Arkansas. Not five men?

Commissioner JONES. Usually two or three grown men, and they can do it without any trouble at all. But if any man should be unable to do it, we will do it for him.

Senator CLAPP. I understand they would not want to fence their grazing land; they would only want to fence the lands they want to use for water.

Mr. PRIMEAU. No; they fence each man's holding of 40 acres, unless there be a neighbor nearby, when they may fence in common.

Senator CLAPP. They would be better off not to have any fence.

Senator QUARLES. I understand there is nothing to prevent the doing of that. Suppose six of them in common want their fence, there is nobody to restrain them from doing it.

Senator JONES, of Arkansas. The statement was made that their mowing land was sometimes distant from their pasture land. If they are to fence in 40 acres, they would not have any meadow land at all.

The CHAIRMAN (to Mr. Primeau). If you were to fence in your lands by yourselves, or separately, if you please, and you were to leave runways to go down to the river, could you carry that out?

Mr. PRIMEAU. Yes. That is what they want—the reservation on Bull Head Station—whatever is west of it to themselves, outside the limit.

The CHAIRMAN. Who builds the outside fence?

Mr. PRIMEAU. The cattlemen have to build right around them. If they allow them to take this Walker tract, each man has to fence his holding.

The CHAIRMAN. He may fence it by himself or in common with others?

Mr. PRIMEAU. Yes; if they are together. But they are very well scattered.

The CHAIRMAN. Are you satisfied that each man should fence his own holdings?

Mr. PRIMEAU. They can not dig post holes, and then wagon the steel, and sharpen the post, and set it in the ground. Thunder Hawk says he would not do it. He said he would stay on horseback and keep those cattlemen away before he would do the fencing.

Senator HARRIS. How far would the post holes be apart?

Mr. PRIMEAU. Two rods.

Senator JONES, of Arkansas. It would not be difficult for the cattlemen to build the fences.

Commissioner JONES. The lower portion of lease, below the Grand River, is a large tract. If they take that tract they would have to run up probably 20 miles, including part of this [indicating on map]. There they could fence in the individual holdings or let them run loose. The tract is too large to fence in common.

Senator JONES, of Arkansas. You do not seem to get my idea.

Commissioner JONES. Possibly not. Step to the map, and I will show you what I mean [indicating on map]. The Indians are located on this Grand River.

Senator JONES, of Arkansas. Yes; that is what I understood.

Commissioner JONES (indicating). Here is a portion of pasture land. Here is a portion for the cattlemen. I do not understand what you mean. If they fence up that way they will fence out every tract.

Senator JONES, of Arkansas (indicating). Suppose they build this line around here, then let them come down here, go across there, and then come down here, leaving this part of the reservation out of the pasture altogether.

Commissioner JONES (indicating). Here is a part that nobody is using.

Senator JONES, of Arkansas. There would be no difficulty about that. The chief objection I see about that is the one pointed out by Major McLaughlin, and that is the want of water.

Commissioner JONES. What would you do with this part of the tract?

Senator JONES, of Arkansas. If they want that, they could run the fence on that side [indicating].

Commissioner JONES. But they want access up there [indicating]. This part has 250,000 acres below this river. This whole tract, 460,800 acres, takes in all this square portion.

Senator JONES, of Arkansas. From the river down?

Commissioner JONES. Yes. That river is above the middle section. There are only 200,000 acres north of the river. This part would be practically useless. Most of the Indians live along here [indicating].

Senator JONES, of Arkansas. Is there room enough along here [indicating]? Is there pasture land enough for the Indians?

Commissioner JONES. They do not begin to occupy it.

Senator HARRIS. Would the lessees require that for cattle, or the Indians?

Commissioner JONES. No.

Senator HARRIS. They can let their cattle range with the lessees' cattle?

Commissioner JONES. Yes.

Senator HARRIS. There is no difficulty about that. They can round them up and do away with this fencing altogether.

Commissioner JONES. That is what I suggested.

Senator HARRIS. Let it be for the benefit of the general range.

Commissioner JONES. Yes. That was my suggestion in the first place.

Senator QUARLES. Will the Indians object to that?

Commissioner JONES. That is what they are objecting to. In the Osage country there are hundreds of Indian cattle running along with the lessees' cattle, with a separate brand on them.

The CHAIRMAN (addressing Mr. Primeau). The Indians with you want them separate?

Mr. PRIMEAU. Yes; they want them separate.

Senator HARRIS. What is the objection they make?

Mr. PRIMEAU. It will precipitate trouble if those wild cattle are in with the Indians' cattle. Then they can not have any fencing of the meadows.

Senator HARRIS. The fencing of the meadows will be comparatively little trouble compared with the fencing of the ranges.

Senator QUARLES. There would be little trouble except in the round-up.

Mr. PRIMEAU. That is the trouble. There would be an open trail from the agency to the different towns where they hold United States court if the cattle ran together.

Commissioner JONES. Just south of the Cheyenne River the cattle are running free without paying anything to the Government. It will be but a very little while before the condition on the Standing Rock will be the same as down here [indicating on map], and we will be helpless to protect the Indians. We could not keep them out.

Senator JONES, of Arkansas (indicating on map). Does all that belong to the Indians?

Commissioner JONES. Yes; the Sioux Indians.

Senator JONES, of Arkansas. Are there any Sioux living on it?

Commissioner JONES. Yes. They consented to lease this western portion of that reservation.

Mr. BINGENHEIMER. It would be a considerable matter to the Indians—pretty nearly \$40,000 a year.

Senator HARRIS. Why should there be trouble with the cattle under their proper brand and the owners on the ground to look out for them? I do not see why there should be a trail open to any court.

Mr. PRIMEAU. There is a good deal of trouble over the calves, the maverick, as they are called. The steers will go to the cows, or something of that kind, and different things of that kind will precipitate trouble.

The CHAIRMAN. The Indians are outside and wish to come in. I would be willing to allow two or three of them to come in and occupy about five minutes of the time of the committee.

Mr. McLAUGHLIN (indicating on map). There is a trail 6 miles in width. They pay 25 cents a head for branding the cattle from the ranges and shipping them out in the fall. In this tract on the Grand River there is some of the very best land on the trail, and the cattle would eat the grass off and the Indians would receive nothing for it. I think it very important that this should be off from the other.

The CHAIRMAN. Have the Indians come in for a moment. As we have received several letters from them, it might be well to hear them.

Senator QUARLES. They will be here all winter.

The Sioux Indian delegation appeared before the committee.

STATEMENT OF THUNDER HAWK (THROUGH THE INTERPRETER, LOUIS P. PRIMEAU).

THUNDER HAWK. The first time word was sent out that we wished to lease a certain portion of our reservation, we did not understand; but the second time we decided to lease a certain portion of the reservation.

The CHAIRMAN. What have you to say about the Walker lease?

THUNDER HAWK. We are willing to lease the land, but we want the privilege of designating the boundaries of the piece of land to be leased.

The CHAIRMAN. Which boundaries are you willing to lease?

THUNDER HAWK. I followed down the half-mile posts between the two States, down here [indicating on map], until I got sufficiently far, and then I passed over south into Grand River, and then made a diagonal line to my place. I think that we have been misunderstood in our proposition. This was decided upon in a general council of all the Indians, and there was a committee of three appointed, one of which was myself, Walking Shooter, and the agent, with the interpreter, to see which way that line should go, and we have waited all winter with the understanding that in the spring we should go out and show the agent where the Walker lease would go.

STATEMENT OF AN INDIAN DELEGATE (THROUGH THE INTERPRETER, LOUIS P. PRIMEAU).

The CHAIRMAN. The interpreter will show you where the Walker lease would come. (The boundaries having been pointed out.) I ask you what objection there is to having it come down to where it would, 48 or 50 miles down there. What is the objection to that?

The DELEGATE. My reasons for not wanting to lease that portion of the land are that we want that for ourselves, and we want to leave cattle and other things of that kind for future generations.

The CHAIRMAN. How many Indians are on that part of the reservation?

The DELEGATE. It is hard to tell just where that line crosses.

STATEMENT OF ANOTHER INDIAN DELEGATE (THROUGH THE INTERPRETER, LOUIS P. PRIMEAU).

The CHAIRMAN (the interpreter having pointed out the line referred to). How many Indians are there?

The DELEGATE. From Bull Head Station up to where Thunder Hawk lives there are 172 families.

Senator JONES, of Arkansas. Do any live beyond Thunder Hawk?

THUNDER HAWK. Quite a number beyond me.

Senator JONES, of Arkansas. About how many families?

THUNDER HAWK. I think, counting those living up the river from me, would make 117 families living up the river from me.

Senator JONES, of Arkansas. How many living from Bull Head Station to beyond Thunder Hawk?

Mr. PRIMEAU. One hundred and seventeen.

Senator McCUMBER. Suppose the line to run 2 miles west of Bull Head Station, then how many families would be living there—assuming that your man was correct in his survey?

Mr. PRIMEAU. I judge about 10 families.

The CHAIRMAN. Are there any other questions that it is desired to ask these Indians? If not, we will excuse them.

The delegation retired.

STATEMENT OF MR. WILLIAM M. SPRINGER.

Mr. SPRINGER. Mr. Chairman and gentlemen of the committee, the Indians have stated to me that they were willing to lease their unoccupied land; but that, in agreeing to that, it was understood that they were to designate themselves, by a committee of their own people, the lands that were unoccupied. Instead of that agreement being carried out, they say they have not been allowed to designate such land. They want now simply the privilege of designating the unoccupied portion of the land which they are willing to lease. But they are unwilling to rent those lands they want for their own purposes.

The CHAIRMAN. Is there any way in which you can designate on the map, or by words, in which the lease could be drawn to satisfy the Indians?

Mr. SPRINGER. They explain that they desire a committee of three to go on the ground and stake off, as they say, the lands which they are willing should be leased, and the rest they want for their own purposes. They state that there was an agreement with the agent that they should appoint a committee of three persons to stake off the land.

The CHAIRMAN (addressing Mr. Bingenheimer). Is that true?

Mr. BINGENHEIMER. They were to go with me, and they were to assist me in marking off the entire land.

The CHAIRMAN. Did you do that?

Mr. BINGENHEIMER. We have not had time.

Mr. SPRINGER. These leases cover lands that they want to occupy themselves.

The CHAIRMAN. That was the agreement, then; that they should designate what they wanted to lease and you were to go with them? Has that been done?

Mr. BINGENHEIMER. No.

Mr. SPRINGER. If you take them around into the inclosure, they themselves will designate the land.

The CHAIRMAN. The lessees are to fence their own land?

Mr. SPRINGER. No; they are to fence themselves outside of the reservation.

The CHAIRMAN. The lessees are to fence themselves out and leave the reservation to the Indians?

Mr. SPRINGER. No; the Indians are to be fenced out of their portion.

The CHAIRMAN. Who is to build the fence between the Indians and the lessees?

Mr. PRIMEAU. The cattlemen.

The CHAIRMAN. They are to build the fence?

Mr. PRIMEAU. Yes.

The CHAIRMAN. Then they are to fence themselves out of the reservation?

Mr. PRIMEAU. Yes.

The CHAIRMAN (addressing Mr. Bingenheimer). Was that the understanding?

Mr. BINGENHEIMER. You do not understand Mr. Primeau.

Senator CLAPP. He does not understand you, Mr. Chairman. The Indian is to build the fence around his own particular tract. Is not that the fact?

Mr. SPRINGER. No.

Senator JONES, of Arkansas. The Indians claim that they agreed to lease their unoccupied lands and that there was a committee appointed to designate what was unoccupied land. The agent said that was not done, but that they are leasing the lands that were not marked out, not unoccupied lands.

Mr. SPRINGER. That is correct.

Mr. BINGENHEIMER. In the council the Indians agreed to lease the unoccupied portions of the reservation. Afterwards I went to the office, and the chiefs came in and said, "We want Thunder Hawk and Walking Shooter to go with you and the interpreter to assist you in laying out this land."

Senator JONES, of Arkansas. Did you do it?

Mr. BINGENHEIMER. No.

Senator JONES, of Arkansas. Mr. Commissioner, you said that was not true. Why not?

Commissioner JONES. Simply because the lease provides that occupied lands shall be excluded.

Senator JONES, of Arkansas. The statement was that the unoccupied lands were to be leased, and a committee was to be appointed to mark out the unoccupied land, and that has not been done.

Commissioner JONES. The occupied lands are to be marked out.

Senator CLARK, of Montana. The converse of that is true.

Senator DUBOIS. I would suggest that Mr. Springer state what he understands to be the understanding of the Indians, and then let the agent or Commissioner answer that and eliminate all the balance. Then we will understand what the difference is.

The CHAIRMAN. Very well.

Mr. SPRINGER. The first proposition was to establish what was known as the permit system, a short term of lease. The Indians objected to that very much, and, as a counter proposition, suggested that they were willing to lease their unoccupied lands. The Indians in council wanted to designate what were unoccupied lands, and it was suggested to them that it would take too much time and trouble, and it would not do very well, but that they should make a short-time lease. Then there was to be a committee of three appointed. They were to go with the Indians and mark out, by stakes, the unoccupied portion included in the lease. As a corollary of that, when you mark off one you mark off the other. The committee was willing to do it; but without waiting for the committee to designate the land, the Department has proceeded to lease the land, which the Indians claim embrace some 300,000 or 500,000 acres of land which they have been using for pasturage of their own cattle and stock.

If the Department will withhold this lease and allow the Indians to select three men—allow the committee to go out and stake off the land that the Indians have leased, there will be no trouble. They should be marked off on the ground, as it can not be done on the map. It must be done on the ground. You can not tell where they have pas-

tures. They should go out several miles. They should go along with the agent and stake off, with stakes large enough to be seen, everywhere on the ground the lands which they want to lease. That has not been done, and the Indians are insisting that it should be done before anything else shall be done. They claim that the Lemmon and Walker leases embrace lands which they occupy for their own purposes, and which they never consented, in writing or otherwise, should be embraced in the leases with the cattlemen.

The CHAIRMAN. Who was there when this was done?

Mr. SPRINGER. Mr. Primeau was there, and the agent was there.

Senator QUARLES. There is no difference between these parties.

The CHAIRMAN. The agent will state, if he can, what the agreement was. Let us see if there be any disagreement. It appears to me that there is not much difference between them. What is the agreement? Has it been correctly stated by Mr. Springer? Wherein does he make a mistake?

Mr. BINGENHEIMER. The Indians were told just exactly where it was to begin. They never said there were three Indians, but two.

Senator JONES, of Arkansas. Never mind the number. You named three.

Mr. BINGENHEIMER. No; I did not.

Senator JONES, of Arkansas. You said Thunder Hawk, Walking Shooter, Primeau, and yourself.

Mr. BINGENHEIMER. Mr. Primeau was the interpreter.

The CHAIRMAN. Have you done that yet?

Mr. BINGENHEIMER. No. It was cold weather, and we could not do it in the winter time.

The CHAIRMAN. You and the committee were going to determine that?

Mr. BINGENHEIMER. They told me that after they agreed to sign this lease.

Senator QUARLES. If I understand aright, there is no trouble about it at all. That lease provides that the occupied lands shall be excluded from the lease. Is not that right?

Mr. BINGENHEIMER. Yes.

Senator QUARLES. To make it conclusive, if that has not been done, put in the lease the manner in which that shall be determined. When that shall have been done, there will be no trouble at all.

The CHAIRMAN. Let it determine the limits of the lease.

Senator QUARLES. They have not put in the method; but they say that the occupied lands shall not be within the lease.

Senator CLARK, of Montana. Is there a copy of that lease here? See what the lease itself says.

Senator QUARLES. It is said that that is the way it was understood—that that is the way it was to be marked out; they were to go and lay it out on the ground. You can not do it in any other way, because you have no accurate map. They have agreed to take three men. That is all right. Let them go and lay out their lines.

Senator HARRIS. The Indians were to show them which were occupied and which were unoccupied lands.

The CHAIRMAN. Put it in the lease that the lines shall be determined by these three men.

Mr. J. A. TRUESDELL. The lease is executed so far as it is possible, and these Indians have not been consulted in regard to it.

Commissioner JONES. The exterior boundary of the lease has been

designated in the lease. There is no question about that. I say the interior portions which these Indians want to use for their own purposes has not been designated. But the lease provides for any holding which the Indians want under the lease.

Senator JONES, of Arkansas. But that is not the agreement which these Indians say was the understanding of the lease.

Commissioner JONES. It is the difference between tweedledum and tweedledee.

Senator JONES, of Arkansas. There is a good deal of difference.

Commissioner JONES. What is the difference?

Senator JONES, of Arkansas. The committee was to point out to the agent what was unoccupied land. When you go out, you point out a lot of land they have not designated, and you say if there are some who do not want to stay in it they may fence off their land.

Commissioner JONES. Anything that is not unoccupied is occupied land.

Senator CLARK. It is all designated in this lease by metes and bounds.

Commencing at the southwest corner of the reservation, thence east along the boundary line between the Standing Rock and Cheyenne River reservations about nineteen miles to the range line between ranges twenty and twenty-one; thence north on said range line about twenty-four miles to the township line between townships twenty-one and twenty-two; thence east on township line about thirty miles to the range line between ranges twenty-five and twenty-six; thence north on said range line to the north boundary of South Dakota; thence due north to the township line between townships one hundred and thirty and one hundred and thirty-one, in North Dakota; thence west on said township line to the Cannon Ball (or Cedar) River; thence in a westerly and southwesterly direction along said river to the northwest corner of the reservation; thence south along the west boundary of the reservation to the place of beginning, containing an estimated area of 788,480 acres, more or less.

Mr. SPRINGER. The only difference is whether the Indians are to designate the unoccupied portions of the land or the Department is to do it.

The CHAIRMAN. I believe in keeping faith.

Mr. BINGENHEIMER. I do not contend that the Indians were to tell me which were the unoccupied lands.

Senator JONES, of Arkansas. Who is to do it?

Mr. BINGENHEIMER. I, as the representative of the Government, am to do it under the terms of the lease.

Senator JONES, of Arkansas. What is the use of the Indians pointing it out at all if you are to do it under the terms of the lease?

Mr. SPRINGER. The Indians were to designate by this committee of three the lands which are unoccupied.

The CHAIRMAN. I would like to have the understanding of the Indians.

Mr. SPRINGER. We understood that we were to designate the boundaries unoccupied; always understood that, and we are waiting the opportunity to do it.

Senator JONES, of Arkansas. Did they all understand it so?

Mr. SPRINGER. Yes.

Commissioner JONES. Here is the provision:

It is also expressly agreed that all allotments of land in severalty, and all farms, gardens, and other improved holdings of individual Indians shall at all times be kept free from damage or interference by the stock and employees of the said party of the second part.

Senator JONES, of Arkansas. That lease does not seem to go into the agreement here.

Mr. SPRINGER. It was with the grazing lands in the little inclosure. They wanted the range for their cattle. That is what they wanted excluded.

The CHAIRMAN. The Indians were to lease unoccupied lands, and it was their understanding that there was to be a committee of three appointed to designate them. That should be carried out.

Senator CLAPP. Who is to enforce that under this lease?

Mr. SPRINGER. Who is to enforce it?

Senator CLAPP. The Department?

Mr. SPRINGER. If they will.

Senator JONES, of Arkansas. It was specifically set forth by the agent and by the Indians themselves, and it seems to me there is no consent to anything else.

Senator CLAPP. Under this lease I do not see why they can not go on there and make this designation.

Senator JONES, of Arkansas. This designation; yes.

Senator CLAPP. That is what I say.

Senator JONES, of Arkansas. These boundaries would not be affected by the designation made by them.

Senator CLAPP. Certainly not.

The CHAIRMAN. Put that into the lease, and then there will be no question about it.

Senator CLAPP. That is what I say.

Mr. TRUESDELL. It was not until the Indians came to Washington that they heard what the proposition was—that they were to inclose their lands with a wire fence. The proposition is that the Government shall furnish the wire, and the Indians shall get the posts, dig the holes, and put them down. But we do not know where the wire is, whether at Bismarck or where. We do not know where the posts are. And it puts upon the Indian with 100 head of cattle the necessity of putting up 10½ miles of fence to close them in. I have figured it all out carefully.

Senator CLAPP. Where is the clause relating to Indians doing the fencing?

Commissioner JONES. There is none.

Mr. BINGENHEIMER. When we came here, Mr. Primeau told me if the Indians were given the wire they would be satisfied.

The CHAIRMAN. We want to keep the agreement.

Senator CLAPP. Are the Indians to have any right under this lease to have the limits under fence?

Commissioner JONES. All the holdings are to be inclosed within a fence.

Senator CLAPP. The question is whether that would cover grazing lands.

Commissioner JONES. It covers all the Indian's allotment or selection.

Mr. TRUESDELL. If the Indian's cattle increase above 100 head, he may keep his cattle within this inclosure by paying \$1.20 a year per head. But he must fence his cattle in there.

Commissioner JONES. No; he may have his cattle wherever he wants them.

The CHAIRMAN. Is there any difficulty in wording the lease so that

the designation may be made according to the agreement—that the boundary shall be designated by this committee which you have agreed upon? Is there any difficulty about that?

Mr. SPRINGER. The difficulty is this: They want to preserve their range privilege. If you will allow the Indians to point out the boundary of the unoccupied lands, they will make no objection.

The CHAIRMAN. With that provision in it, the Indians will have no objection?

Mr. SPRINGER. The lease will be made if the designation is made in that way.

The CHAIRMAN. Suppose you make a lease now declaring that the boundaries shall be as designated by that committee?

Senator HARRIS. You can not make a lease until the boundaries shall have been designated.

The CHAIRMAN. Yes; you can make an agreement.

Senator HARRIS. You may give them the power to designate the limits of the land to be leased.

Mr. SPRINGER. Yes; give them the power to designate the limits of the land.

Senator CLARK, of Montana. Has not this lease been already executed?

Commissioner JONES. One of them has been executed—the Lemmon lease.

The CHAIRMAN. The Lemmon lease does not interfere with the positions of the Indians.

Mr. PRIMEAU. It would, but they are willing to concede that if you will fix the Walker tract.

Senator CLARK, of Montana. The Walker lease has not been executed.

The CHAIRMAN. No. Why can you not make the Walker lease read so that the boundaries may be fixed by this committee, letting the other, the Lemmon lease, stand?

Commissioner JONES. It depends on what you call the boundaries. If they be what the Indians may designate, simply the portion they want to lease, and exclude the other, you might exclude the Lemmon lease.

The CHAIRMAN. Have you made an agreement with the Indians?

Commissioner JONES. The agent said there was no agreement.

Senator JONES, of Arkansas. He said there was. The law requires that the consent of these Indians shall be had with regard to whatever shall be done with this land; and the statement was made by the agent that these Indians, in their council, provided that a committee should be appointed to designate what were the unoccupied lands, and there can be nothing else done under the law in regard to this agreement.

Commissioner JONES. There is nothing of that kind on the record.

Senator JONES, of Arkansas. It makes no difference what is on the record.

Commissioner JONES. The agreement was that they should lease the unoccupied lands.

Mr. BINGENHEIMER. We had our council of Indians, and they agreed to lease this land.

The CHAIRMAN. The unoccupied lands?

Mr. BINGENHEIMER. Yes; the unoccupied lands.

The CHAIRMAN. What is your understanding of unoccupied?

Mr. BINGENHEIMER. They came to me and said, "We want Thun-

der Hawk and Walking Shooter to assist you and the interpreter to go out there and stake it out;" and I agreed to it.

The CHAIRMAN. You agreed to it. Then they wanted you and these gentlemen to lay out the unoccupied lands?

Mr. BINGENHEIMER. Yes.

The CHAIRMAN. Why should it not be done now? Why not do just what you agreed to do? Then it would be entirely satisfactory to the committee and everybody else.

Mr. BINGENHEIMER. Let me go home with the Indians and have the outsiders let them alone, and the Indians will be satisfied.

Senator JONES, of Arkansas. So far as I am concerned, I will say that the law requires that these Indians shall consent to whatever lease shall be made, and, according to your statement, they were to point out what were unoccupied lands. That is the understanding. So far as I am concerned, I do not purpose leaving it to you to say that they shall agree to a lease that they have not consented to.

Mr. SPRINGER. You have heard all you desire to hear from the Indians, I presume?

The CHAIRMAN. We have all the information from them we desire.

Mr. TRUESDELL. It ought to be stated here that the Indians will make a statement if you desire it. The Indians did not desire to make any lease whatever. The initiative came from white men. They are opposed to giving up occupied or unoccupied land. It is only under coercion that they want to make any lease at all; it was because of a petition sent here. If you want to ask the Indians about that they will so say.

Commissioner JONES. Before that gentleman leaves, and as Mr. Primeau is here, in justice to the Department and the agent, I wish to say that I have received a communication stating that Mr. Primeau was employed by the St. Paul road to go around among the Indians this fall and persuade them to lease these lands, as the St. Paul road was very anxious that that range should be occupied. Mr. Primeau entered into an agreement with that road, and was to be paid by that road for his services. But now Mr. Primeau comes here and tries to defeat just what he offered to do, and did do, for the St. Paul road.

Mr. PRIMEAU. I never offered to do anything.

Commissioner JONES. The officer told me that the terms proposed by you were that you were to receive \$500 in cash and an annual pass over the road. They told Mr. Primeau that until they heard from their agent who was out there, and whom they had hired to do that work, they could not settle with Mr. Primeau. The understanding was that he was to go and induce these Indians, which he did, to sign this agreement, which was sent to the office by 771 of the Indians consenting to lease their land—the unoccupied portion of the land. Why Mr. Primeau has changed his mind I do not know.

Senator HARRIS. You had that information from the officer of the road?

Commissioner JONES. Yes.

Senator HARRIS. Will you give the name of the officer of the road?

Commissioner JONES. Mr. Calkins.

Senator HARRIS. I think we should have Mr. Calkins before the committee.

Mr. PRIMEAU. I did work to get a lease to have the Indians get a revenue out of the unoccupied portion of the 900 square miles of the north-

west corner of the reservation, and it was on my recommendation and talk that they agreed to do that; but when they came down here it was something else.

Mr. TRUESDELL. Dr. Merrill E. Gates has inquired into this very thing. The Commissioner told me this on Saturday last without giving me his authority. I thought it was not true then, and I have satisfied myself since that it was false.

Commissioner JONES. That is a pretty bold statement.

Mr. TRUESDELL. Bring Mr. Calkins here.

Commissioner JONES. That does not change the fact. The understanding last fall was, when the Indians signed this lease, that they were to lease these unoccupied lands.

Senator JONES, of Arkansas. I have here two letters—one from Mr. William Hayes Ward, editor of The Independent, of New York, and the other from some young woman, Mary C. Collins, explaining what she knows about this subject. I hand them to the stenographer, and ask that they be incorporated in the record.

The committee thereupon (at 10.10 o'clock p. m.) adjourned.

(The letters referred to by Senator Jones are as follows:)

FORT YATES, May 25, 1901—Saturday, p. m.

MY DEAR MISS COOK: I have spent this afternoon attending the big council of the Indians at the Standing Rock Agency, who were all called in to attend a council and act on a proposition of the Chicago and Milwaukee Railroad for the lease of their grazing land to cattlemen. Such a proposition had been made previously, but unanimously rejected. It was reported that this time it was to be put through anyhow. The agent (Bingenheimer) was reported to have said that if they did not agree to it the land would be immediately allotted and the rations all stopped. Dr. Warner and wife, Miss Collins, Mr. Reed and wife were present to hear the proposition.

The agent opened the case by telling the Indians that the proposition of the previous council for right of grazing was rejected, as it had not been fully understood.

"I find, by talking with some of you, that you do not have a fair understanding of the proposition. This time we have had it put in writing—we want you to understand what you are signing. The interpreter will translate and then we will hear what you have to say.

Thereupon he read a telegram which had been received from Washington, from the Indian Bureau. I was afterwards shown it, having asked the agent to let me see it. It was from Washington, signed by Mr. Tonner, Assistant Commissioner, saying that the Commissioner was in New York, but desiring that the Indians would accept the proposition to lease land so as to allow 10,000 or 12,000 cattle to graze on their land, at \$1 a head, the land to be south of the Grand River. The agent told me that the position of the land was immaterial to the Government, and it was not, I understood, this land that was wanted.

Mr. Hunter [said the agent to the Indians] is here and will explain to you the proposition of this railroad company. All safeguards are made in defense of the Indians. Beyond dispute the Indians have more land than they can use. You can ride across the country for days and not see a critter. The Commissioner thinks, and properly, too, that you should make some use of your surplus land to improve your condition.

The agent fairly and fully committed himself and the Indian Bureau for the acceptance of the proposition of the Chicago and Milwaukee

Railroad. After the council I got a copy of the proposition, and here it is. (I must return my copy to him.) There are two alternative propositions:

AGREEMENT.

We, the undersigned Indians of the Standing Rock Agency, do hereby consent and agree, in consideration of the sum of one dollar (\$1.00) per year, or fraction thereof, for each head of cattle brought upon the reservation, and in consideration of the further sum of fifty cents per ton stumpage for all hay cut upon the reservation for such cattle, to lease certain portions of the reservation to cattlemen for grazing purposes; and the said land so leased to be put under fence by the cattlemen.

It is further agreed that the said fence be constructed under contract at the lowest reasonable figures obtainable, and that cost thereof shall be deducted from the amount due the Indians under this agreement for the first year this agreement shall be in force; and the said fence, when so constructed, shall be the property of the Indians of this reservation, and the said cattlemen shall be required to keep it in good order and repair at their own expense during the time that this agreement shall be in force.

It is further agreed that any persons sent upon the reservation to take care of cattle shall be of good moral character, and subject to the approval of the United States Indian agent before being employed upon the reservation.

It is further agreed and understood that the amounts above agreed upon are to be paid over in advance and the net proceeds from the cattle tax and the stumpage for hay shall be distributed annually among the Indians in equal shares in the form of a per capita payment.

And it is further agreed that the agreement shall be of full force and effect from the period of five years from the making hereof, unless sooner dissolved by the mutual consent of the parties hereto.

[Second form.]

We, the undersigned Indians of Standing Rock Agency, do hereby consent and agree to the following:

In consideration of the payment, in advance, of one dollar (\$1.00) per head for each year or fraction thereof, we agree to allow cattle to be brought upon this reservation for the purpose of grazing; provided, that such cattle shall be so herded as not to interfere with the stock, dwellings, cultivated fields, or hay grounds of the Indians; and provided, that for any damage caused to the above by such cattle, their owner or owners shall make full compensation, to be determined by the agent or by some one appointed by him for that purpose.

We further agree, on payment of fifty cents per ton stumpage, said sum to be paid in advance, to allow hay to be cut for such cattle upon the reservation, the quantity so cut to be determined by measurement after the hay has been for thirty days in the stack.

It is provided further that any person sent to the reservation to look after such cattle shall be of good moral character, and approved by the United States Indian agent before being employed upon the reservation.

It is further understood and agreed that the net proceeds from the cattle tax and stumpage for hay as above provided shall be distributed to the Indians annually in equal shares in the form of a per capita payment.

After the interpreter had read the agreement Mr. Hunter spoke, representing the railroad. He said:

This agreement is for your interest and ours. It will give you a dollar a year for every critter and for every calf that is branded. It will give us the hauling of these 10,000 cattle every year. We have extended the road to Evarts. The Department will arrange with the agent here how you will inspect the cattle. The cattlemen will pay you 50 cents a ton for all the hay they cut, and buy from you the hay you cut. At present you will get nothing for this land that lies useless.

The agent spoke again and said the cattlemen would help the Indians keep out the prairie fires.

Mr. Hunter then added that he had been to Washington to see the Commissioner, and—

he is very anxious to have you agree to this and sent me to say this to you. He wanted this settled immediately, for if it was not agreed to in two weeks the Texas cattle would be sent to Montana.

Then the Indians spoke. The first speaker was John Grass, who had been selected to represent the opposition. A number followed. The general reasons were that their reservation is smaller per capita than others; that it is not too large, in view of prospective increase of cattle; that but for the blizzard of four years ago they would now have well-nigh enough; that the Department had assured them that they should hold this land, and they must look out for their children; that their access to water would be endangered; that they were not assured the promises would be kept, and that to divide \$10,000 between 3,700 people would do them much less good than to raise and sell their own cattle. They spoke of dangers of quarrels, etc., and I presume they used much the same arguments as at the previous conference, of which I have a copy. I give it herewith. I understand that it was presented at the first council that was held, on May 3 of this year. The Indians have been summoned to the agency twice this month on this business, to the great injury of their planting, although they have also at the same time received their rations and the distribution of money, something over \$5 apiece.

COPY OF ANSWER AT COUNCIL OF MAY 3, 1901.

Whereas the Indians of this, the Standing Rock Reservation, have been tendered an offer by one Mr. Hunter, representing those who wish to carry into effect this proposition to pay an annual sum of \$1 per head for the privilege of grazing cattle upon this reservation the year around, for a period not to exceed five years, caring for said cattle in a suitable manner, agreeable to the Indians, 10,000 head or more to be placed upon the reservation at the outset.

Therefore, it is resolved that it is the wish of the required majority of the adult male Indians of this reservation that such privileges as sought by the aforementioned Hunter be denied for the following reasons, namely:

First. The ownership of cattle among the Indians is increasing every year, and should money for that purpose be procured from any available funds of the Indians now in hands of Government, through efforts made in the past and representations to be made to the Commission soon to visit the reservation, all such money should be ultimately invested in cattle and equitably distributed to those entitled thereto, thus increasing their stock to such an extent that all surplus grazing lands under present conditions would be utilized.

Second. There are a great many pitfalls open upon the acceptance of such a proposition. All destructions or losses occasioned by the forces of nature might be unloaded upon the innocent Indians, while not in such a manner as to materially affect his rights of person or property, but so as to cast an unwholesome atmosphere around him and militate against his securing liberal treatment at the hands of the authority.

Third. It is put forward by the promoters of this plan "that the Indians are sorely in need, and the money received from the letting of the privileges will be just that many more dollars to be distributed among them, which they would not get otherwise." While admitting the truth of this point at first blush, it may have a deeper significance. If we, the Indians of this reservation, can get additional amounts of money for the purpose of increasing our cattle, thereby enlarging our assets and producing a larger source of income, and that, too, by our own sweat and blood, it will be in conformity with the ideas adhered to by the Department, and will make us as individuals have greater confidence in our capacity to help and maintain ourselves through the medium of our own labor.

Many other reasons could be advanced against accepting this proposition, but it is felt by your committee that the above are sufficient.

It is, I understand, the strong desire of the Indians that a part of their tribal funds be expended for the purchase of heifers, to be distributed among them for breeding purposes.

The only real, or rather apparent, support of the proposals of the Chicago and Milwaukee Railroad came from a number of young men mostly in the employment, I judge, of the agency. Some of them were clerks or policemen. These old Hampton students had met

together and had drawn up a proposal for amendments of the proposal, which would protect the Indians and limit the land taken to the northwest part of the reservation, just what the railroad probably did not want. I have not their written proposal with me, but they and some others seemed to be hedging, really not wishing for an agreement, but not daring to oppose it, as it was fully understood that the agent is determined it shall somehow be put through. At last, after a long succession of speeches, Agent Bingenheimer arose and said that it was evident that the proposition would not be accepted by the Indians; that it was of no use to continue the council; that no vote would be taken, and that they might go home. This was received with delight, as they were so anxious to get away.

I find it difficult to believe that the Commissioner has been correctly represented. I find that the best friends of the Indians here believe it would be against their interests to lease their lands. To be sure, not all the land is now used. One might travel all day and not see any cattle; but that would be because he would see no water. It is largely a question of water in such dry seasons as this. Of course the cattlemen would require the water of a principal river, and that the Indians need. Then there would be inevitable quarrels and murders.

I am told pretty definitely that Mr. Bingenheimer declared that the cattlemen shall get their desire. The Indians are afraid that the Department will somehow yield. I think that Mr. Bingenheimer, whose interests are at Mandan, is chairman of the Republican committee of North Dakota. I have no doubt that he is much more interested for his railroad than he is for the Indians. I would like to know if this is not a fight of the C. and M. Railroad to get the advantage of some other railroad for control of the Texas cattle business. It looks so, and possibly some other railroad would not be pleased to have this privilege granted. Very likely the Northern Pacific has other interests that would conflict with this plan.

I have thought it proper to write you this fully, and you are at liberty to take a copy of this letter and make any use of it you wish.

I am, yours, very truly,

WILLIAM HAYES WARD.

P. S.—As I think you know, I am here with Dr. Lucian C. Warner, of New York, on a visit to the missions among the Dakota Indians, and I found the Indians all called into Fort Yates. I did not know for what, and as it was of no use to try to visit missions where there were no Indians, we turned aside to Fort Yates. We shall go on to the Cannon Ball to-morrow, as the Indians are now all gone, or going, home.

W. H. W.

The Government has now decided that the payment of the debt which they owe the Indian is demoralizing to the Indian. That the \$3 per capita per year is pauperizing in its influence on the Indian.

To rent the land will, according to the Commission's plan, pay to the Indian about \$15 per capita. If \$3 a year is bad for him, is not \$15 a year fivefold worse?

It has been the ambition of our young men to get 50 head of cattle to enable him to sell some each year to help his family. Now

the order comes that if an Indian gets 50 he must have no further right to the money due him from the Government paid in goods instead of money.

When the streams freeze up solid in winter and cattle suffer for water they often die in great numbers, and even the staunchest Indian fears if disease comes among his cattle that he will lose them, and then starvation will come to his household. Instead of encouraging the thrifty Indian to greater perseverance he is discouraged and a premium put upon shiftlessness.

The Indian has to learn by the hardest trying what the white man wants him to do and what are the Great Father's laws. He wants to learn to be a law-abiding man. Yet he sees the Great Father at Washington allowing white men to break a treaty, made with great solemnity by the Government through their representatives and the Indians. He has always felt secure in this treaty because Congress made it, and he has felt that only Congress can change it, and that only with the consent of the Indians themselves.

If his land is leased against his will, where can he put his trust? What can we of the white race, who have told them of the greatness of our country, and our just laws, and our mercy to weaker nations, say to defend the Government? We lay down our lives and our money like water to free Cuba, and we allow our own helpless people to be trodden into the dust and make no attempt to protect them. The very men paid to serve the Indian out of the Indian's own money work against him, and for those seeking to take the ground from under his feet. We should not lease the Indians' land, because, as a nation, we can not afford to wrong a helpless people, however small the tribe; for if we do, God will call us to account. We have had one, and more, centuries of injustice and dishonor.

Let the Indian Department take for the new century the Golden Rule for its motto. The Indians' prayer daily is that God will save the President and fill his heart with mercy. They cry unto the Lord, "Doubtless thou art our Father, tho' Abraham be ignorant of us, and Israel acknowledge us not; thou, O, Lord, art our Father, our Redeemer; thy name is from everlasting." My prayer to God is that my dear country show itself great enough to rule in equity even the Indian far out on the reservation; and while I have breath I hope to speak for him.

MARY C. COLLINS,
Little Eagle School.

WHY THE GOVERNMENT SHOULD NOT LEASE THE LANDS OF THE STANDING ROCK RESERVATION, IN THE DAKOTAS.

The Standing Rock Reservation is a tract of land lying west of the Missouri River, across the line between the two States of North and South Dakota. There are between 3,000 and 4,000 Indians located thereon.

South of the State line live the Hunkpapa band, the Sitting Bull people, as they commonly are called; the greatest warriors of the Sioux Nation; strong and fearless in war. This band is now a band of Christians, eager to learn the white man's way. They have patiently labored for seventeen years to build up little homes and farms, and have scat-

tered out from the thickly settled camps on places remote from each other. We have advised this to break up the communistic habit of living, sleeping, and eating together; to encourage individualism and family rights.

Our argument with the Indian has always been that by and by the land would be allotted and the men who were located on good land would get desirable allotments; those not located must take what was left. The greater part of the families are now located. They have small herds of cattle. The reservation is located in the arid district, the grass is what is termed "buffalo grass," and "alkali grass." Both are good fattening feed for cattle, but of slow growth.

Where cattle feed the grass close this year they can not feed next year. If they are allowed to feed close and run on the same range two years in succession the grass fails and the range grows up to weeds.

Where the Indian cuts hay this year, the same tract can not be cut from next year. Where the prairie fire burns over this year, hay can not be cut therefrom for two years unless an unusual amount of rainfall intervenes. The haying lands near water is scarce, hence the Indian is compelled to cut his hay often 8 or 10 miles from water, hauling water in barrels for use while haying in camp.

The severe winters of this region require a large amount of feed to safely carry the stock through, 2 tons to the animal being the usual allowance. This means many weeks spent in cutting and hauling hay, and large areas must of necessity be cut over to secure what is needed, on account of the short growth of the grass.

To lease this land to cattlemen who may be allowed to overrun the range with cattle would destroy the range inside of two years. Water is exceedingly scarce away from the Missouri River. The Grand River is simply a little stream, which is usually full of water in June, sometimes in September; the rest of the year it is little more than a succession of water holes. Oak Creek, the best stream, is of like nature, but the water is better for household purposes than that of Grand River. In addition, there are small valleys containing deep water holes in alkali beds, which fill up in the spring, and when the flood subsides these holes remain, like wells of water, deep enough to keep fairly good.

These streams, if streams we may call them, are Firesteel Creek, Deer Creek, Highbank Creek, Brush Creek, Black-horse-hill Creek, Hump Creek, and a few others. They are simply water holes and often almost entirely dry. There are a few springs in the bottom of Grand River and Oak Creek, and occasionally one to be found in a deep ravine, but they are small and generally inaccessible.

To turn an unlimited number of cattle on this range would drive the Indians out.

The cattle during the summer's heat would take possession of all accessible water holes and stand in them through the day, thus wholly polluting the water.

Where large numbers of cattle are, the small fly that follows them makes it almost impossible for human beings to live near where the herds are, and since the Indians are located along the streams, they will often be obliged to abandon their homes on this account.

In winter cattle are often stampeded by a blizzard, in summer by prairie fires. No fence will stop a wild herd in either case, and men

on foot would stand but small chance to escape in either case, for these stampeded herds fear nothing and know nothing but men on horse-back, and every cowboy carries a six-shooter to defend himself against a wild animal.

Wood on the reservation is so scarce that an Indian is not allowed to cut a green pole, even, without a written permit from the agent, and this prohibition includes any necessary timber for building or repairing their houses.

Cowboys would need cabins and wood to burn, and corrals for the cattle. Where would the wood be found for these purposes? It is quite evident to anyone familiar with cowboy life that the regulations which are now governing over the Indians in this respect will have no weight with the cattlemen, and it will be a source of irritation to the Indians to see their wood disappearing and they not allowed to use the same without special permission in each instance.

There is a law forbidding Indians to carry firearms; also a law that forbids the introduction of intoxicating liquors within the reservation. It is unreasonable to suppose that this law could be enforced if dozens of cowboys were allowed to come in with the cattle. Would not the Indian be obliged to carry arms to protect his home?

The cowboys would be without their families, and therefore lawless. There is no law to punish a white man for killing and eating an Indian's cattle. Would not the Indian soon have to take the law into his own hands?

WADE, N. DAK., *January 16, 1902.*

Hon. Senator JONES, *Washington, D. C.*

DEAR SIR: Seeing by the papers that you are taking some interest in the wrongs being done the Sioux Indians by the renting of their reservation to a company in which the Commissioner of Indian Affairs is connected, I take the privilege of writing you upon the subject.

I think it is all wrong, for the following reasons:

A true survey of the Standing Rock Indian Reservation has not been made, and the Indian Bureau claim nearly 1,000,000 more acres of land than there really is in the reservation.

The Indians have between 24,000 and 25,000 head of cattle and horses, which have to be grazed during the summer and fed hay during the winter months. And the hay must be cut along the creeks, which will be fed down by the renters' cattle, should the reservation be leased.

Should any Indian family have more than 100 head of cattle and horses, they will have to pay the company leasing the reservation for any excess in amount the lessee has a mind to name.

The Indians owning stock have not been, as a general thing, consulted, and nearly all the Indians who have signed the petition to lease the reservation are young men who have no stock of their own.

The company leasing can do as they have a mind about fencing the reservation. This will make the settlers living along the Cannonball and Cedar rivers all kinds of trouble, as these creeks are the boundary lines between the reservation and the white men. Should any controversy arise over this trouble, the county of Morton will have to stand all expense of all litigation, as there can not be any taxes levied upon stock running upon a Government reservation.

It is understood the Government will build and support reservoirs to water said company's stock. If they do they can easily use the entire amount of rental in so doing and there will be no gain to the Indian.

We have applied to our members in Congress and get no support. But I think a thorough investigation will show up some dark objects only slightly under cover.

I have written you purely in the interest of the Indian and settlers, who are near neighbors and who have interest in common.

Hoping you may meet with success in your undertaking, I remain,
Yours, very truly,

WM. V. WADE.

WASHINGTON, D. C., *February 13, 1902.*

The committee met pursuant to notice.

Present: Senators Stewart (chairman), Platt (of Connecticut), Quarles, McCumber, Bard, Clapp, Gamble, Rawlins, Harris, Dubois, and Clark (of Montana).

The committee proceeded to consider the following resolution:

Be it resolved by the Senate, That the Committee on Indian Affairs is hereby instructed to make inquiry into and report to the Senate upon the following matters:

First. What, if any, title the Indians have to the valuable minerals within their reservations; and what, if any, authority they have to make leases thereof, or in any manner dispose of the same; and what authority, if any, the Secretary of the Interior has to approve such leases.

Second. What leases, if any, have been made by Indians within any reservation; and what, if any, such leases have been approved by the Secretary of the Interior; and what, if any, such leases are now in contemplation or under consideration for approval or disapproval.

Third. What methods have been employed to obtain the consent of the Indians to such leases and the approval thereof by the Secretary of the Interior; and what companies have been organized and combinations formed to obtain such leases; where have the organizations taken place; who are the stockholders and officers thereof; and whether any persons connected with Congress or the Government of the United States, or holding offices thereunder, have been or now are interested in or engaged in the promotion of such companies or combinations in obtaining leases for mineral lands within Indian reservations.

And said committee is authorized, for the purpose of making a full investigation of the foregoing matters, to send for papers and to summon and examine witnesses, and the expense of such investigation shall be paid out of the contingent fund of the Senate.

Whereupon Mr. Rawlins made a brief statement in support of the resolution, and read in connection therewith the following letters:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
OFFICE OF THE ASSISTANT COMMISSIONER,
Washington, November 21, 1898.

MY DEAR JIM: Please pardon my long silence, but you know Miller and I have been so fearfully busy (?) since arriving that we have done nothing. I got your letters. Was quite surprised when I learned that

they had ordered the delegation here. At first I feared it would hurt us, and had they caught me in time, as they tried to, I should have advised against it. However, it was too late and we made the best of it, and it may come out all right.

They are here and are being nicely taken care of. They will see the Secretary to-morrow, and will insist upon it that they desire to lease their lands, and wish the Commissioner to send them a good man to get the lease. We have not been able to do anything definite so far. We are, however, getting things in apparently good shape for action as soon as we can. The Secretary has been away so much that our commission has not even had a chance to confer with him. The outlook is that soon after the Indian conference to-morrow the Secretary will conclude to grant a permit to some one to go ahead and get a lease; then we hope to get our work in and have him approve the lease in advance, and then go on and get ahead of the others, so that there can be no fault found by those being shut out. The Indians will also ask that the Hattenbruck lease be killed forever. Everybody interested is thoroughly aroused to the fact that our fight is worth making, and that victory or defeat is near at hand, so that I do not think any bet will be overlooked.

I wish you were here (Miller says he wishes so more so), but in view of this delay I presume it is just as well that you did not take the time to join us. Should matters so shape themselves that we need your immediate assistance will wire you. Senator Rawlins has wired the Secretary to not sign the elaterite lease, and protests against granting any lease. I am just informed that the Secretary will approve the lease to-morrow. I am glad of that, because it is a strong pull for another lease, and, I hope, ours.

Secretary Meiklejohn has been away, and as he is the one I desire to take your store matter up with, I have not been able to do anything. Will not overlook it, however. General Heath's absence is the cause of my not taking up the post-office matter. Will follow that also.

Miller sends love; I do the same.

HARPER.

WASHINGTON, D. C., *March 8, 1899.*

Mr. S. M. MILLER,
Denver, Colo.

DEAR MILLER: Since last writing you we have had another visit from Judge Thoman, who, together with his associates, made every effort to force us to agree to a combine with the same organization referred to in our last, viz, the Western, or Chicago and Milwaukee, and the Eastern, or New York organizations. He went to New Jersey and incorporated a company for \$3,000,000, then proposed that a division be made as follows: Five per cent to be used by him in such a way as he may deem best; 35 per cent to remain in the treasury for future use, and the balance, or 60 per cent, to be divided equally among the three organizations—20 per cent each. It was the unanimous opinion of our friends that we ought not to consider this for a moment, believing as we do that we have far better chances than any or all of the others at the other end of the line, and equally or better chance here to win out independent of other interests.

If, during your negotiations with the Indians, there appears to you to be great danger for us and there is a prospect that we can not obtain any lease at once unless we combine with some one else, then advise

us at once by telegraph, telling us where the danger lies. We are going to act upon a suggestion made us to-day by one whose suggestions in such a matter are entitled to great respect, not to wait for any permit, but to go right straight ahead and use all our efforts at once to secure a lease. Several applications have been made for permits to go to the reservation to secure a mineral lease.

All the applications now on file will be held up for the present and no permits will be issued. I will write a letter to Myton telling him that you are coming and that at the suggestion of the proper authority no permit is necessary.

Were permits issued to all who have applied you would probably find several persons on the ground with you trying to get the lease.

In that event you would have to proceed boldly but cautiously, and keep a close watch on what the others are doing.

Timms is working from here through Dr. McDonald, the veterinary surgeon at the post. But you need not fear the Doctor, as he will very soon be out of the way. It may be advisable to "lay low" until he gets his orders to leave and had gone away.

We have little fear that he can do us no damage, but he must be watched, and, if he leaves within a few days, as now seems likely, it would be advisable to wait until he is out of the way.

Thoman is the only man we think needs careful looking after.

He, or the Raven Mining Company, has just paid in \$1,000 for the Indians on the elaterite lease. This money has not been earned, but has been paid in as a bluff to catch the Indians so as to get from them a new lease. Thoman has also been trying to get Myton off the reservation so as to get a chance to treat with him and get him away from us if possible. They are desperate, and will go to any length to detach Myton from his fidelity to us. However, Myton is fully aware of their intentions and will not be misled by any proposition they may make to him, realizing that our interests are mutual in every particular.

As it looks now, however, I am very hopeful that you can get on the ground and go to work with the Indians without any interference from the other parties.

After the first council the Indians hold to consider the matter there will be probably an adjournment of a week or two before they take any final action.

When the first council adjourns you can probably tell how the land lies. If you think it advisable or necessary for us to combine with some other interests, wire me at once. If you then need help in the matter, will send somebody out at once. * * *

We inclose herewith blank forms for lease to be used with the necessary acknowledgements and affidavits and certificates at the end. See that all the formulas are carefully and accurately followed.

We think that it is very important that you should start at once and push the thing through as rapidly as possible. We will have a great advantage in being on the ground first, and we hope there will be no one to interfere with you.

Keep me advised in the matter as fully as possible.

Very truly, yours,

E. R. HARPER.

I will send a copy of this to Myton, Mease & McAndrews, so that they will be advised at once of the situation and be prepared to act as soon as you arrive.

WASHINGTON, D. C., *March 13, 1899.*

MY DEAR JIM: I am informed that Timms, the man who claims to have a sure hold on the lease if he can secure a permit to go on the reservation, left here last night ostensibly to go west to look after some other business, but I am quite sure that he expects to make a dive for the agency. He has been working through Dr. McDonald, and we concluded it best to have the Doctor given "a change of base" for his health. I wrote to Myton to wire me when Myton goes. This man Timms has the prior claim for the right to go on the reservation, as his application has been in for a year or two, hence it is embarrassing to the Department to turn him down if he is a responsible party. However, it may be necessary for a permit to be given him first. In that case it will be necessary for us to "knock" him until he is out of the way, hence demonstrating that he can not get the lease. At the same time I am a little afraid of that, and prefer that Miller and you boys go ahead independent of permit and try and get loose, provided you think that best. You are on the ground and know best. If I find the Department gives Timms a permit, I will try and have them grant the same to all applicants.

In that case we will have to fight it out and take our chance. Saturday I will be appointed special allotting agent. From now on I will have nothing to do with the lease matter—publicly (?). However, it may be found essential (?) that I should accompany Mr. Graves to the reservation to assist in determining which of the proposed ditches will be best for the dear Indians. Do you suppose I can judge that matter correctly?

As I understand the matter, nothing further can be done until Mr. Graves makes his report. Then the Secretary will grant the permit as he deems best. I do not know how soon Mr. Graves will go out there, but I presume it will be a month or six weeks before he gets there. In the meantime have the proper papers duly filed with the Land Department and as I wrote you in my last.

Am just in receipt of the following wire from Judge Thoman, Chicago: "I carry a very important private letter to you. Can you meet in New York Wednesday? Answer quick." My reply will be that I can not meet him there. If important, come here. I am not running after the bluffer.

Sincerely,

HARPER.

WASHINGTON, *March 14, 1899.*

MY DEAR MEASE: Fearing something may turn up unexpectedly with Miller, I address this to you.

I know you will conclude that we are wild at this end, the way we are changing our orders and suggestions. That is owing to the fact that matters are changing very rapidly here. To-morrow I will have Colonel McKay wire Miller something like this: "Delay action until you receive my letter of last night," signed N. McKay.

That will mean this letter from me. Owing to the way matters have changed here, and the necessity for me to be kept out of this, I have concluded that it will be best for all wires between you and I, or Miller and I, should be addressed to N. McKay, 1008 Thirteenth street NW., and all wires sent from here be signed by him—even the cipher ones. This will preclude the possibility of it leaking out there that I am associated in the matter. The reason will more clearly develop in the future, I think.

The Timms people have been plugging fearfully hard for the last day or so. I did not look upon them as of much consequence until I learned that, through Curtis, of Kansas, they have undoubtedly secured the assistance, to a degree at least, of Assistant Secretary Ryan—a very important factor. Ryan has been fighting against any lease; but now thinks that one should be granted, but insists that the Timms people be allowed the first chance, owing to their having the first application.

To-day he said he would oppose anyone having a prior chance to them. Under these circumstances we can see that should we proceed as planned and obtain the lease without consent he will head us off at this end, while if the Timms crowd have their chance first and fail then they can have no influence toward stopping us either out there or here. Then, again, we consider the fact that without a permit it will place Myton in a hard place to grant Miller to go ahead when he has refused others.

Taking all these matters into consideration, we came to the conclusion that the only thing to do is to hold back until the Timms crowd have had their chance and failed. Consequently, to-day I wired Appleman, at Denver, and asked if Miller had left, and if so, when. The reply just received is that "He left last night. Can catch him at Price." Still, after consultation we concluded it best to let him go on to the post, where he can confer with you, Myton, and McA., and be the better posted as to the matter of procedure. Then when you get this wire from McKay that you are ready to take care of Timms—that is, head him off when he comes—and if you are ready and sure you can knock him out, we will see that permit is granted him at once, giving him thirty days to make the trial. Just as soon as he gets through, then a permit will be granted Miller, and he can go ahead, thereby getting Timms & Co. out of the road and leaving the way open for us to make arrangements to get his, or rather Ryan's, assistance here.

It is our opinion that it will be best for Miller to be away while he is there, so that they can not make the claim that he interfered with their chances. Miller might run over to Vernal or out to Salt Lake, under which and under all circumstances all expenses will be met by the crowd. However, we leave the question of his staying on the ground to your judgment, only do not forget that we must not put any officer in the hole by anything we may say or do. I know that it will look bad to have to put it off and take a second chance, but we must consider not only the matter of securing the lease, but getting it approved, at the same time protect our good official friends.

It occurs to me that you may wish to use the word "Timms" quite a little, so I have entered it in the cipher code, top of page 86, after word "jaundice." Please make like entry in the code I sent you yesterday, so that in wiring the word "jaundice" will mean "Timms."

I see that the White Rivers are getting ugly, and I presume that they will not be willing to talk lease to anyone until they are given some attention as to their Colorado land. It occurs to me that it might be a good idea to have a contract ready, with some good attorney, to present at the same meeting Miller expects to capture, and by thus showing them that the Department is looking after that matter get them in better spirits to consider and favorably act on our matter.

Let me hear your opinion on that matter, and if you agree with me will try and have it so arranged. There is no doubt but that Major

Bryan will have the sanction of the Department to secure the contract, and if you think best will have him send his contract on for action at time.

As you have the cipher and code, I guess you can pick out quite enough to at least mystify the operators and yet keep matters cleared up with us, and thereby keep in much better touch.

Address Col. N. McKay, and recognize all wires signed by him as the same as signed by me.

Sincerely,

HARPER.

Be sure and have a good conference over all these matters with Myton and McAndrews, so that no move is made without the clear understanding of all.

HARPER.

WASHINGTON, D. C., *March 25, 1899.*

MYTON, MEASE, MCANDREWS and MILLER.

MY DEAR FRIENDS: I send a copy of the following to each of you:

It was decided to-day that it will be best for me not to go to the reservation until after Timms has been there and gone. It is feared that should I go now, as contemplated, it might give grounds for the claims that I was there to influence against favorable action upon Timms's request, and I can not afford to place [me] or my friends in such a position.

The whole situation must rest with you boys, and if you can not prevent Timms or any other party from securing the lease then our plans fall through.

As a final statement of our understanding of the whole matter to-day, I will say:

First. It looks now as though a permit will be granted to Timms the forepart of the week, and he be given thirty days in which to go upon the reservation to attempt to secure the lease. His priority of application precludes our heading him off.

Mr. Myton will undoubtedly be instructed to call the necessary council for the purpose. The sooner that can be done the sooner will the chance come to others to act.

Second. It will devolve upon you boys to see to it that he is not successful. It will no doubt be a difficult task, but it must be done so as not to arouse any suspicions.

Third. After Timms gets through, if unsuccessful, then our chance will come. Then you must plan to surely win.

Fourth. In the meantime do not let any word from any or all other sources mislead you to the belief that they have or can secure any advantage at this end of the line, or that we have agreed or will agree to any combination whatever. We have by far the strongest organization here and will so continue it, and we have not made (nor will we make) any combinations, simply because we can see no possible reason why we should not hold out and push the whole matter through alone.

Finally. Listen to nothing from Thoman or Timms or any of their gang or any other interests. We depend upon you each and all to stand or fall together. With such concerted action we will finally win.

Sincerely, yours,

E. R. HARPER.

After discussion:

The CHAIRMAN. It seems to me that the committee is bound to make an investigation, as the matter has gone so far. I agree with you as to that. But the main part of the resolution has been considered by Senators Clapp and Clark, of Montana, who have been at work on the matter for the last week, and they now have a report to submit to the committee. Mr. Sutherland, of the House, is here and would like to be heard on the subject. I suggest that Mr. Clapp report the result of the subcommittee's investigation, and then we will appoint a committee to take up this personal matter.

Senator QUARLES. That is all I ask, and to have it done right away.

Senator RAWLINS. As the author of the resolution, I desire to lay before the committee these letters, which are the basis of the resolution.

The CHAIRMAN. I presume members of the committee have all read that correspondence.

Senator QUARLES. I do not see the necessity for reading it. The resolution has been passed, and the duty has been imposed upon us to consider the subject.

Senator RAWLINS. These particular letters are not in the record:

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 25, 1898.

MY DEAR JIM: Yours of the 18th just at hand. Nothing new has come up since I last wrote you, with the exception of a general closing up of our plans toward a good fight. I think there is no doubt but that the Secretary will sign the elaterite lease and thereby set a good precedent for ours.

As it looks now, the Akron boys will be here Monday morning and the important conference held at once to finally determine the best plan of action. Very much preliminary consultation has been had, and the conclusion of those here is unanimous, that with the Indians so favorable as they are and so impressed with the advantages to them from leasing, as they have been by the powers that be since here, it will be far the wisest to have Miller go back and secure the lease instead of Miles. I am quite sure that will meet with your and Mc's approval, and will in many ways be the best.

I presume Myton starts back to-morrow, and just as soon as our plans can be matured here the one selected will start. I must not be understood as inferring that there is no question of our winning; there is a good deal of a question, but we are determined, and so far have not met much to discourage us. Am pleased to note your report regarding the gilsonite. I think we can win on that score before we get through.

Miller ran up to Huntington to spend Thanksgiving. Will be back Monday. Guffin and Abbott are still here.

Sincerely,

HARPER.

"The powers that be" are very anxious to have all correspondence destroyed. You will at least be very careful of same.

H.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
OFFICE OF THE ASSISTANT COMMISSIONER,
Washington, December 7, 1898.

MY DEAR JIM: I have your favors of the 29th ultimo and 1st instant and am pleased to hear from you. I have no doubt you conclude, at times, that we are either dead or have forgotten you. Not in the least. Our silence is caused wholly by the fact that we do not know what to say or "where we are at."

Our temperature fluctuates most fearfully. Some days it is 'way up to boiling and the next down below zero. Some days we can see victory and the next everything is black.

The approval of the other lease has, no doubt, helped us some; and we were much in hopes that we would immediately get permission to go ahead. However, Senator Rawlins succeeded in having the Secretary hold up all further work to see what can be done by Congress. Yesterday he introduced a bill or resolution to divide the reservation, giving the Indians sufficient for their allotments and disposing of the balance for their benefit.

At first this "gave us a chill," but I guess we can get through. Still I presume it will cause the Secretary to delay action for a time, at least. I hope we can succeed in getting the Committee on Indian Affairs to report adversely upon it soon, in which case Rawlins will have his wind somewhat knocked out, and we then hope to be able to go ahead. (I have a hell of a time making any of the Government pens work, as you see.)

They are still holding our comish. [commission] here to make additional reports to meet the arguments of the Utah gang. We are now working on one going to show that virtually all the land available for agricultural purposes will be taken up by the Indians when all of both tribes are taken care of. I think old Major would go wild in he imagined that (Tumantookit) Miller and I were trying to work the plans through while here.

I presume you receive the Congressional Record, and can see thereby that Rawlins also introduced a bill to permit the use of surplus water from the Uintah Reservation. This is not as I wished, as it gives anybody the right to go ahead and secure the permit from the Indians and Department. Still, I guess we can handle that about as well as anybody when we get the chance.

I have not seen the full text of the bill, but will look it up as soon as possible and let you know just how to proceed.

This is a splendid statement you make on the post-office matter, and I will gladly push it for all I am worth.

Just as soon as we get any news you will hear from me.

Miller wishes to be remembered.

With kind regards,

HARPER.

I am a little afraid to write Myton fully regarding these matters for fear some of his clerks might accidentally open and read the letter, and have written him to call up you and you will give him more complete information.

HARP.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
OFFICE OF THE ASSISTANT COMMISSIONER,
Washington, December 31, 1898.

MY DEAR JIM: I am just in receipt of your favor of the 26th instant. I do not know as there is any reason for our worrying as to whom the party should be to go out there, especially as the outlook is not the most favorable for anybody having the right granted. Still, as I wrote Myton, if anybody gets the right from the Department, then the chances are very much in favor of Miller, so far as this end is concerned. In fact, the chances in his favor here, it appears to me, much outweigh the objections at that end. The objections have been that everybody asking this favor is some lawyer or promoter, only in it for the scheme.

Then, again, that it is somebody close to the "powers that be," which may result in criticism. Both reasons Miller eliminates. He, being a practical mining man, is looked upon as going into it wholly as a business project; to practically develop the territory and ascertain as soon as possible what, if anything, there is there. Also, he is so far removed from the Administration that no one could charge that it was being worked for the friends. We have no one else associated who can possibly fill these requirements, and, as I say, they are very important factors at this end of the game. I am sure you and the boys can take care of that end, should we be so fortunate as to secure the permit.

Note the irrigation article. It is all right. Before receiving this you will have received my others on that matter.

Miller says: "Tell Jim I wish him a happy New Year." So do I.
HARPER.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
OFFICE OF THE ASSISTANT COMMISSIONER,
Washington, March 21, 1899.

MY DEAR JIM: I received your wire of yesterday as follows: Everything will be arranged all right for Timms. Please send copy of this codex to Miller, Salt Lake; leaves to-morrow. Are you going to remain where you are, and until when? I answered as best I could. I will send the copy of the codex to Miller with the proper additions; and while I think of it I wish you would add, "Javelin-Thoman", "Jealous Miller," "Jealousy," "Permit for lease." I think these expressions may be necessary.

I can not speak definitely about my going. It was first arranged that I would leave here in two or three weeks and meet Graves's superintendent of ditches at your place. However, the White River's howl gives a good excuse for some one being sent at once. Therefore out plan is to have a talk with the Secretary upon his return in a few days, and we expect it will result in my being ordered there at once to represent the Department in trying to quiet (?) them. In that case I expect to be "hitting the high places" the last of this week or fore part of next. Timms has not been granted the permit yet, but now we are assured that you are ready to head him off, I think the permit will be given in a few days. If our plans work I will be there about as soon as he or his representative.

Will keep you fully posted.

Sincerely,

HARPER.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
OFFICE OF THE ASSISTANT COMMISSIONER,
Washington, April 25, 1899.

MY DEAR JIM: I arrived here at the office yesterday (Monday) morning just in time to have a word or two with Mr. Jones before he left for Chicago, to be gone about six weeks. I find things very much mixed. The Secretary was quite mixed as to where I was or what I was trying to do, and felt as though he should have been consulted, and hence ordered me home. He thought I was way down in southern New Mexico with Mr. Graves. I have not got the situation thoroughly straightened out so as to know just what the next move will be.

Old Thoman made his brag that I would be recalled by his request. I wonder if he prefers me at this end now when he receives the report of the fact that to-day the Raven Mining Company's request for a permit to meet the Uintas and White Rivers with (regard) to negotiating a lease from them of all minerals on that part of the reservation south of the Strawberry (same as their elaterite territory) was turned down and refused by the Secretary. Oh, we may not get what we want, but you can rest assured there will be company. There are a few plugs that we can use when we have to. I will inform you just as soon as I find out just what my next move will be. I would not be much surprised to be placed on the "waiting list," as there is nothing here for me to do. Do not let a cog slip on the ditch matter, if possible.

Please give my kind regards to all the splendid post officers and all other kind friends, Lees, etc..

Sincerely,

HARPER.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
OFFICE OF THE ASSISTANT COMMISSIONER,
Washington, June 8, 1899.

MY DEAR JIM: I sincerely regret to learn that Mrs. Mease is so sick, and earnestly hope for her speedy and complete recovery.

This Department had a reply written to the Secretary regarding the ditch matter, which I fear would have killed it. I got "onto it" and have had it held up, and hope to get a favorable one written to-day in its stead. These things go so d—n slow and have to be so carefully watched that I often feel like throwing up the whole thing.

You are mistaken in supposing I expected to succeed White. I never thought of that; in fact, would not take the place if it were offered to me. The only thing I hoped to see done was his displacement by some fair man. Have almost lost hope in that matter, although I have been assured that such would be the result.

Timms called and we had a long talk yesterday for the first time since he returned. He still has hopes, and I rather think it can be arranged for us to pull together if he gets the permit.

Sincerely,

HARPER.

These letters extend through a period of time. The parties claim that they have very influential people connected with them in this matter; that they are holding consultations here in Washington; that

there are two other companies seeking to obtain the same privileges; that among the people thus involved are doubtless people from your city, Milwaukee [referring to Senator Quarles], and New York; that finally, as the letters disclose, the matter culminated by the people in New York and the people in Wisconsin joining together and on February 24, 1899, incorporating what is known as the Florence Mining Company, with a capital of \$3,000,000. That thereupon a representative of the Florence Mining Company approached Harper and proposed a division of that \$3,000,000 (after setting aside a certain sum for working capital) equally between three organizations mentioned; that Harper and his associates refused to entertain that proposition, as he says, because they had such influential backing in the shape of "the powers that be;" that those making the proposition were powerless to win, and it was unnecessary to form this alliance. Finally, the letter—which has not been put in the record—in general discloses that a proposition was finally made, and it was agreed that these three concerns should unite, and thereafter Harper dropped out and the further operations were carried on by the Florence Mining Company.

Mr. Chairman, I have no more interest in this matter than any other Senator. Of course, it involves a very important question, that of mineral lands, and has a peculiar history, but having laid this matter before the committee, all I ask now is that you have Mease and McAndrews, who are on that reservation, and Harper, who is at Akron, and Thoman and others, who seem to be in consultation here in Washington, summoned before the committee that they may be examined.

The CHAIRMAN. We will appoint a subcommittee for that purpose.

Senator QUARLES. I am in favor of a most thorough examination into this matter.

The CHAIRMAN. After Senator Clapp shall have made his report, we will hear Mr. Sutherland, a member of the House of Representatives from Utah, who is here to speak on the subject of title to those lands, and then we will appoint a subcommittee to attend to the other matter.

Senator CLAPP. There evidently has been a misunderstanding. I did not understand that Senator Clark and I were to report on the question of the right to lease these lands, but simply on the question of the right of the Government to deal with these lands without the assent of the Indians, as provided by the Kearns bill.

The CHAIRMAN. We will hear Mr. Kearns on the lease. You may deal with the title.

Senator CLAPP. I ask the clerk to read the report we have prepared on the bill.

The clerk read as follows:

Report to accompany Senate bill 2136.

The Committee on Indian Affairs, to whom the above bill was referred, report the following amendments:

Strike out the word "forty" where it appears on the ninth line on the first page, and insert in lieu thereof the words *one hundred and sixty*.

Strike out the words "be in a single tract" where the same occur on the ninth and tenth lines of the first page of said bill, and insert in lieu thereof the words *consist of contiguous tracts*.

Insert, after the word "provided," on the seventh line of the third page of said bill, the following: *and as fast as any allotments are made under this act, patents therefor shall issue, to be held by the United States in trust for the allottee for the term of twenty-five years.*

And with said amendments the committee report favorably upon said bill and recommend its passage.

MEMORANDA.

To meet the objections to the foregoing bill, that no provision is made for assent to its provisions by the Indians upon the Uintah Reservation, the committee beg leave to submit the following:

The erroneous impression has prevailed that the so-called Uintah Reservation, in the State of Utah, was created by a treaty. It appears, however, from an examination of the records, that no treaty has ever been made with the Uintah Indians. In the Report of the Commissioner on Indian Affairs, 1872, page 56, it appears—

The Uintah Utes, numbering 800, are now residing upon a reservation of 2,039,040 acres in Uintah Valley, in the northeastern corner of the Territory, set apart for the occupancy of the Indians in Utah by Executive order of October 3, 1861, and by act of Congress of May 5, 1864. * * * The Uintah Utes have no treaty with the United States, but an appropriation averaging about \$10,000 has been annually made for their civilization and improvement since 1863.

In 1874, Major Powell, before the Committee on Indian Affairs in the House, made the following statement:

There is no treaty with the Piutes; that is, with all the Indians of southern Nevada, southeastern California, northwestern Arizona, and southern Utah. There is no treaty with the Utes in the Uintah Valley, and none with the Pahvants, near Fillmore. * * * More than three-fourths of all the territory under consideration has never been ceded or bargained away by the Indians to the United States. (Misc. Doc. 86, Forty-third Congress, first session.)

Again, in 1890, the Commissioner of Indian Affairs, on page 30, enters into an exhaustive discussion of the title to the existing reservation; the reservations are classified, those that were established by treaty and those that were established by Executive authority, and among the latter includes the Uintah Valley.

It is doubtful whether anyone would have assumed that a treaty existed with the Uintah Indians, or relating to the Uintah Valley, except from language used in the Strawberry Valley Cattle Company v. Chipman, 45 Pacific Reporter, p. 348, and we can not but think that a careful examination of the records will disclose the fact that the court took certain things for granted which were not and are not supported by the facts. The court, speaking of the Utah Indians, referred to a treaty made in 1849. This treaty is found in the Statutes at Large, Vol. 9, p. 985, and is simply a treaty of amity and peace between what is generally designated as the Utah Indians and the Government of the United States. Section 7 of that treaty provides the said Utahs "bind themselves not to depart from their accustomed homes or localities unless specially permitted by an agent of the aforesaid Government; and so soon as their boundaries are distinctly defined, the said Utahs are further bound to confine themselves to said limits, under such rules as the said Government may prescribe," the Government agreeing to grant to said Indians such donations, presents, and implements, and adopt such humane measures as said Government may deem meet and proper.

October 3, 1861, an Executive order was made. On May 5, 1864, an act of Congress was passed (13 Stats. at Large, chap. 77, p. 63). This act provided for the sale of the several Indian reservations in the Territory of Utah, except Uintah Valley, and authorized the Superintendent of Indian Affairs to collect as many Indians as might be found practicable in the Uintah Valley, which "is hereby set apart for the permanent settlement and exclusive occupation of such tribes of Indians as may be induced to inhabit the same." The first part of this act was subsequently repealed by an act throwing the lands referred to in the first section of the act open to settlement under the general public-land laws. (See 20 Stats. at Large, p. 165). Subsequently, Congress passed two acts (25 Stats. at Large, p. 157, and 13 Stats. at Large, p. 432) for the negotiation of treaties with the Ute Indians in Utah, but the treaties were never completed.

The question then would be whether the act (chapter 77; Statutes at Large, 13) and the making of provision for negotiations created a title to the lands in question. Certainly the act (chapter 77, Thirteenth Statutes at Large) could not be construed to have that effect.

The territory in question was acquired from Mexico, under which Indians, excepting those living in pueblos, have no title whatever to lands; and it is worthy of comment that where treaties have been made with Indians upon Mexican territory acquired by the United States such treaties in the first instance often, if not invariably, provide that nothing in the treaty shall be construed as creating any higher title than that held by them before the acquisition of the territory from Mexico. (See Treaty, ratified October 8, 1864, p. 979, Indian Treaties.) Gain, the mere diminution of Indian territory by act of Congress would not in itself create any higher title in the diminished territory than at first existed in the territory so diminished, unless there was something in the nature of a contract in the proceedings bringing about such diminishing of territory.

Taking then into account the fact that this territory was acquired from Mexico, and the rule that the mere diminution of territory does not in itself establish any higher title to the excepted territory than previously existed as to the territory thus diminished, it is difficult to see how the act referred to created any title. It may be remarked in passing that no boundaries were described.

It seems conclusive that if the people of the United States had a right on May 5, 1864, to throw open the lands in the Territory of Utah without obtaining any assent whatever, they have the same right to provide for the allotment and disposition of the lands excepted from the provisions of that act.

It seems unnecessary to add that the mere act of Congress providing for commissioners to treat could not in itself be construed as any evidence of title.

Senator PLATT. You say that the patents shall issue to the United States?

Senator CLAPP. That is a misprint.

Senator PLATT. The United States issues the patent, but not to itself.

Senator CLAPP. Yes; that may be changed so that it will read, "patents shall issue therefor to be held by the United States," etc.

Senator PLATT. That is all I care about.

Senator CLAPP. Now, Mr. Chairman, as to those three amendments,

I will say that they are made in response to a suggestion from the Secretary of the Interior, the idea of the subcommittee being to free this matter, as far as possible, from outside complications, and to present the one question of the right of Congress to allot these lands and provide for the sale of the other. The Secretary objected to an allotment of 40 acres to Indians not heads of families. That is the first amendment. The second deals with the single tract proposition and provides for contiguous tracts, and the third provides that the lands shall not be disposed of by the Indians for twenty-five years. I take it that there will be no question as to those three amendments as the general proposition covered by the committee's report.

I do not care to say anything further at present; but before acting on this bill, I think it would be well to hear Mr. Sutherland, who, more than anyone else, has investigated the question of title.

STATEMENT OF MR. GEORGE SUTHERLAND, MEMBER OF THE HOUSE OF REPRESENTATIVES FROM UTAH.

Mr. SUTHERLAND. Mr. Chairman, the bill which is now being considered by the committee was introduced in the Senate by Senator Kearns and in the House by myself. It provides, in substance, that in six months after the passage of the act the Secretary shall require the Indians upon the reservation to make selections of lands in quantities that are mentioned in the bill, and that he shall thereupon allot the lands to the Indians, and patents shall issue to them. There is no provision in the bill for the consent of the Indians, and that has occasioned some criticism of it.

It has been generally supposed,—indeed it has been asserted by the Indian Office repeatedly,—that the Indians upon the Uintah Reservation had some title to the lands there in addition to the original Indian title by occupancy. But quite a careful examination of the history of the various transactions and of the acts in reference to it convinces me that the claim is without foundation. I will go very briefly over the situation, because the report just filed by Senator Clapp covers the case very fully.

The supreme court of Utah has held, and the Department itself insists, that the title to the Uintah Reservation is vested in the Utah Indians; that in 1849 there was a treaty made with these Indians, and in pursuance of its provisions this Uintah Reservation was established and is a treaty reservation.

This treaty of 1849, as gentlemen will see if they care to examine it, was made near Santa Fe, N. Mex. I have investigated the history surrounding the treaty, and I find that shortly after the Mexican cession Mr. J. S. Calhoun was sent into that country as Indian agent, and in the Senate executive documents and House executive documents of the Thirty-first Congress you will find various letters from Mr. Calhoun to the Indian Department which bear upon this question. When Mr. Calhoun got there he found that the Indians were wandering about the country committing various acts of depredation, stealing, and the like, and acting on suggestions of the Indian Department, he undertook to negotiate a treaty with them. He first negotiated a treaty with the Navajo Indians, and then with the Utah Indians. The Utah Indians referred to and who took part in that treaty were three tribes, the Mohaaches, Capopes, and Nomenuches. The Utahs were

not in a strict sense a nation, but tribes that were wandering about the country, between what is now the Idaho line and as far down as New Mexico, and in that extensive region, not settled anywhere, but roaming to and fro, there were numerous bands of so-called Utah Indians, not under a common head chief, but with distinct tribal organization. It happened that there were three tribes or bands of these Indians in New Mexico, and this treaty was made with those three bands, and not with the Utah Indians generally or as a nation.

These three bands did not include the Uintah Indians or any of the Indians in what is now the State of Utah. That treaty, as the instrument shows for itself, was simply a treaty of peace. It provides that stolen property should be surrendered; that various American and Mexican captives should be turned over to the officers of the Government, and that the Indians should cease their wandering habits, and that, so soon as their boundaries should be defined by the Government, they should confine themselves to those boundaries.

It is by that thin thread that the supreme court of Utah ties the rights of the Uintah Indians to the Mexican treaty of 1849. It will be seen that the Indian names signed to that treaty are all of Spanish origin. We know that the Indians in Utah did not have Spanish names, but strict Indian names. If you will compare the names of the Indians of Utah with those of the Indians of New Mexico and farther south, the difference will be apparent. Therefore it seems to me that this treaty had nothing to do with the creation of the Uintah Reservation. In 1864 there was no treaty with the Uintah Indians, or any of the Indians of Utah, but the agent down there was directed to negotiate a treaty with the Indians in Utah, upon the express ground that no treaty existed, and negotiations were set on foot with that end in view; but nothing was ever accomplished. A treaty was formulated, but it was never ratified by the Senate and was never in force.

In 1861, I find from some of the documents in the Interior Department, an Executive order was issued by the then President of the United States, setting apart the Uintah Valley, or the valley described as being on both sides of the Uintah River, for the occupation of the Indians. I can not find the order itself, though I looked for it. But in 1864, in 13 Statutes at Large, page 63, you will find the act of Congress which creates the so-called Uintah Reservation. That act first provides that the various reservations then existing in the State (which, by the way, at that time were four—Corn Creek, San Pete, Indian Farm at Spanish Fork, and the Deep Creek reservations) should be appraised and sold to the highest bidder, and that the Uintah Valley should be set aside for the use and occupation of the Indians, and the Secretary, or rather the Indian agent, was directed to gather together as many Indians of the various tribes inhabiting Utah as practicable, and to settle thereon as many as could be induced to inhabit the same.

In passing, allow me to make a suggestion. If it were true that this Uinta Reservation was tied to the Mexican treaty of 1849, would it be expected that in 1864 the Indian agent would be directed to gather together all the Indians of Utah Territory who might be induced to occupy the same and settle them upon that reservation—not the Utahs alone, with whom the treaty had been made, but all the Indians of of Utah—Utahs, Shoshones, Navahos, or any others; to gather them all together and settle them in this valley? In pursuance of that the

Indian agent did gather together as many Indians as he could induce to go there and settled them upon that reservation.

There were, of course, many Indians in the State who were not taken there at all, but who came within the terms of the act. Later, along in 1878, this act of 1864, so far as it provided for the appraisal of reservations and sales to the highest bidder, was repealed, and the Secretary of the Interior was directed to cause them to be restored to the public domain. The Indians held those reservations by as high a title as they held the Uinta Reservation; and if Congress had the power to restore those reservations to the public domain without any price or any treaty or any consent of the Indians it has the power to restore this reservation to the public domain. So that, taking all the acts together, it is apparent that all that was done on the Uinta Reservation was simply to carve out of the large body of lands, the lands which had been theretofore roamed over by the Indians, this small tract of land for the use of the Indians.

The rule is well settled that a mere reservation out of the large body of the Indian lands of a smaller tract does not change the title. I will refer the committee to several cases on that point.

Senator HARRIS. Were there any boundaries defined?

Mr. SUTHERLAND. No.

Senator CLAPP. Cite your authorities, so that the reporter may put them in the record.

Mr. SUTHERLAND. I was going to do that. I have one in 1 McCreary, 238, *Goodfellow v. Joseph Muckey et al.*; 2 McLean, 412, *Doe ex dem R. Godfrey v. Beardsley*; 15 Minn., 380, *The United States ex rel. v. C. K. Davis*, United States district attorney, and 30 Ind., 402, *Wheeler and another v. Me shing go me sia*. Besides there are some decisions of the Supreme Court of the United States where they do upon not expressly pass this question, but where it was necessary to the decision that the principle should be recognized. And I can give the reporter references to other cases.

Now, attention was called to the boundary. The act of 1864 which sets apart this Uinta Valley is singularly indefinite. It simply says that the Uinta Valley shall be set apart for the use and occupation of the Indians, but no boundaries are pointed out.

Senator PLATT. Is there any provision there that when the boundaries shall have been established the Indians shall not go off the limits of those boundaries.

Mr. SUTHERLAND. Not in this act. In the treaty of 1849 there is a provision—that when their territorial, not reservation, boundaries shall have been established they shall not depart from them.

There is another thing which indicates that, by this act, Congress did not intend to confer upon the Indians any title. If such had been intended we would have expected that some tribe or tribes of Indians or individuals or some definite grantee would have been pointed out, but nothing of that kind appears in the act. As I said, the Indian agent is simply directed to gather together in the Territory as many Indians as he can—no particular tribe of Indians—but any Indians or all Indians.

Senator PLATT. Are not the boundaries or the extent of this reservation known now? Did you not say that there are so many acres in it, and do not the reports say there are so many acres in it?

Mr. SUTHERLAND. Yes. But the act was passed some years ago,

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and the Interior Department caused the survey to be made by simply following the tops of the mountains around the watershed.

Senator HARRIS. Do you know what the valley was understood to be?

Mr. SUTHERLAND. It was construed to mean the entire watershed of the Uintah River. But whether that was intended by Congress or not we do not know.

The CHAIRMAN. There is no direction in the act to resurvey?

Mr. SUTHERLAND. No direction in the act.

The CHAIRMAN. The general power of the Administration?

Mr. SUTHERLAND. Although there may be in some of the various appropriation acts some direction to do it.

Senator DUBOIS. That was done, was it not?

Mr. SUTHERLAND. That was done some years ago. They extended it to include all the various branches of the Uintah River. It took in the entire watershed of the Uintah River and all the tributaries of that river, some of them very large—the Strawberry River and the Du Chesne River. The Du Chesne is larger than the Uintah. The Uintah River is really a tributary of the Du Chesne. I find no authority for it, but in making the survey they have taken that entire watershed that goes to make up the river.

Senator GAMBLE. The Uintah River is a tributary of the Du Chesne?

Mr. SUTHERLAND. Yes.

Senator RAWLINS. The original bill really confines it to the watershed of the Uintah River.

Senator CLARK, of Montana. There never was anything more done in the way of boundaries?

Mr. SUTHERLAND. Never by act of Congress, or by treaties, or by Executive order, and there is no act of Congress approving it, so far as I know.

Senator GAMBLE. Is it known how long the Uintah Indians have occupied that valley; how long they have been in possession of it?

Mr. SUTHERLAND. They have occupied it from the time it was created, about 1864.

Senator GAMBLE. Were they in possession of it before that?

Mr. SUTHERLAND. No; I think not. The Uintah band of Indians, like the other Utah Indians, were wandering tribes, had no fixed place of abode.

Senator RAWLINS. Their home is on that river right in that section of the reservation where they wandered.

Senator GAMBLE. They have not occupied it from time immemorial; they simply roamed over it.

Mr. SUTHERLAND. Wandered over it. The treaty of 1849 speaks of this characteristic of the Utes.

Senator QUARLES. Is there more than one tribe or band?

Mr. SUTHERLAND. Yes; there are White River Utes, Uintah Utes, and Colorado Utes.

Senator QUARLES. Whose rights would be as much affected by this bill as would those of the Uintah Indians?

Mr. SUTHERLAND. Precisely.

Senator GAMBLE. How many Uintahs are there?

Mr. SUTHERLAND. Not over 800—at the outside not to exceed a thousand Indians on the reservation altogether.

Senator GAMBLE. How many Uintahs?

Mr. SUTHERLAND. I do not know.

Now, I want to call attention to the fact, to emphasize the idea, that Congress never considered the Uintahs, Utes or any other Indians who gathered there had any greater title than the original title of occupancy. In the nineties some time a treaty was made with the Colorado Indians in which they ceded their reservations to the Government, and without asking the consent of the Indians occupying the Uintah Reservation a large portion of those Colorado Indians were taken over and dumped upon that reservation.

Senator GAMBLE. Which was just as much an invasion of their rights as this would be.

Mr. SUTHERLAND. Yes.

Senator GAMBLE. Was there any resistance on the part of the Uintah Indians to the other tribes coming in?

Mr. SUTHERLAND. No.

Senator QUARLES. We stipulated that they should go.

Mr. SUTHERLAND. I want to speak a word in regard to the question of leasing.

The CHAIRMAN. If you have looked that question up, give us the history of events leading up to the act that authorized leases, by the approval of the Secretary, of lands bought and paid for by the Indians.

Mr. SUTHERLAND. In 1891, as gentlemen know, what was called the "Dawes Indian Act" was passed, which act provided generally for an allotment of lands in severalty to the Indians. That act, as finally passed, contained a proviso to the effect that where lands were occupied by the Indians who had bought and paid for them, and where they were not needed for individual allotments, they might be leased in a certain manner that was pointed out by the act. The bill as originally introduced in the Senate did not contain that proviso in that way. The proviso in the original was that the *Indian lands* not needed for individual allotments should be leased in that manner. The bill passed the Senate in that way and passed the House in that way. Finally, a conference committee was appointed. I think Senator Platt was on the conference committee, and he, perhaps, remembers something about it. When the bill came out of conference it contained the proviso as it now reads in the law.

Under that act the Indian Department has authorized the execution of leases for grazing lands upon this reservation. It seems to me that the act was never intended to apply to a reservation of that character. I find when I go back to the history that led up to the passage of this act that, as early as 1884, people were agitating the question of securing leases of land in the Indian Territory of the Cherokee, the Creek, and one other tribe of Indians. The Indian Department held that there was no authority for the execution of such leases. In 1885 it appears that the Indians had executed some leases in the Indian Territory. The matter was then referred to the then Attorney-General of the United States, Mr. Garland, for an opinion, and Mr. Garland gave it as his opinion (18 Opinions of Attorneys-General) that, irrespective of title, the Indians had no authority to make leases of their lands, and no authority resided in either branch of the Government to make or ratify such leases, whether the Indians held the land in fee simple or by ordinary occupancy—that they had no power to execute or authorize or ratify any lease whatever.

The matter continued to be agitated in the Interior Department until 1890, when the situation appears to have become acute. At that time

the report came to the President, Mr. Harrison, that the cattlemen had secured leases of valuable sections of country there; that cattle were upon these lands, and he was asked to interfere and declare these leases void. The communication was turned over to Attorney-General Miller, who, in an opinion upon the subject, concurred with Mr. Garland, and announced that these leases were absolutely void. Following that, three days afterwards, the President issued a proclamation declaring that these leases were void, and ordering these cattlemen to leave in sixty days, I think; at all events on or before October 1, 1890.

At that time this bill was pending in the Senate. It finally became a law—on February 28, 1891. It seems to me very clear that Congress simply recognized that there were cases where the Indians had the fee-simple title to their lands, where they had actually bought and paid for them. In some instances they had paid money and received patents from the Government of the United States for distinct tracts of land, and it was recognized that in cases of that character it was unjust to say that the Indians should not have the benefit of their lands. And the proviso is so carefully and guardedly worded that it is evident Congress did not intend to announce a general leasing policy, but to confine it to lands bought and paid for. It seems to me that the language was not selected at haphazard. It might have said lands owned by the Indians, and that might have been construed as meaning lands held by ordinary occupancy. But when it says lands "bought and paid for," it implies a bargain and sale transaction—the Government on the one side selling and the Indians on the other buying the lands. I have no doubt that was the intention of Congress.

If the Interior Department is correct about it, instead of there being two classes of lands, as is clearly implied by the act—one bought and paid for and another which has not been bought and paid for—there is only one class, as the Interior Department holds, that the act applies to—a tract of land carved out of a large body of land, where the Indians have given the larger body and taken the smaller. And all reservations are created that way. That there are lands bought and paid for by the Indians is very clear, and I wish to call attention to a case in 17 Wallace, the case of *Holden v. Joy*, pages 211, 238, 241, and 245. In that case the purchase was made by the Cherokees of a large tract of land for \$500,000 in money, which was paid.

Senator RAWLINS. Congress has already decided in regard to the proposition which is here. It passed an act in terms substantially the same, and in that case the reservation was restored to the public domain.

Mr. SUTHERLAND. I did not investigate the title to the Uncompahgre Reservation, but my impression would be that they are the same. The Uncompahgre Reservation, as I understand, was created by an Executive order. I do not think there was any act of Congress in reference to that.

Senator RAWLINS. No; there was an Executive order, as in the case of the Uintah Reservation, and some appropriations by Congress recognizing the existence of the reservation.

Senator PLATT. Upon what principle do you give the allotment anyway? Is it because you recognize their title by occupancy—what is valuable you compensate them for—or is it upon the general ground that we are bound to take care of our wards?

Mr. SUTHERLAND. My own idea is that it is upon the general ground. The Indians have been in occupancy of that reservation for many years, and have come to look upon it as though they had some rights there; and if we are to err on either side, we should err on the side of the Indians. We simply provide for that out of a desire to do justice to them.

Senator PLATT. If it be upon the ground that they have some title for which they are to be compensated, then it seems to me that 160 acres to the head of a family and 40 acres to a person not a head of a family is as much compensation as the Government ought to give them. What the Government has been doing heretofore when allotting lands to the Indians—when deciding on Executive orders—was to give them a certain number of acres of land and something in addition in the way of cash.

Senator CLAPP. The bill provides that the proceeds shall all go to those Indians.

Mr. SUTHERLAND. The bill provides that the other lands shall be sold at \$1.25 an acre, and the mineral lands at \$5 an acre, under the mineral laws, and all the moneys so received shall be covered into the Treasury for the benefit of the Indians, and they are to get the benefit of the entire reservation in that way.

Senator CLAPP. So far as the committee is concerned, if it is thought that is not enough, the committee will not stand on that. We have no pride as to the detail provisions of the bill.

Senator PLATT. If you agree to give them this specific number of acres, and give what each one brings by express sale, I do not see that anything can be objected to on the ground that we are not properly compensating the Indians for any rights they may have there. Then the question is, shall we do it by act of Congress, without negotiating with or securing the consent of the Indians? or whether we are to obtain their consent, and that, I suppose, depends upon whether or not they have title.

Senator RAWLINS. I would like to ask my colleague whether, there being ample land in the northeast corner of the reservation, that part of it which was originally designed for these Indians for their allotments, it would be satisfactory to him to have an amendment to the bill throwing open at once all of the reservation with the exception of that part which is occupied by the Indians? That is just one feature; but it could be offered as an amendment. That would restore all this land here [indicating on map] to the public domain.

Mr. SUTHERLAND. It seems to me that if we pass a measure of that kind we simply postpone to the future the allotment of these lands to the Indians in severalty, for it will have to be done, and it may as well be done now as later.

Senator RAWLINS. You do not apprehend my proposition. Your bill is preferred to my bill. What I desire to call your attention to is, whether or not by this bill we might throw open this part of the reservation at once, and make this other part of the reservation as created by your bill.

Mr. SUTHERLAND. I not only think so, but it would be the better thing to do.

Senator CLARK, of Montana. It would not take in any part of this reservation which you already have.

Mr. SUTHERLAND. The lands are already occupied in that part of the valley by the Indians.

The CHAIRMAN. Could you in any way designate it by description—land not suitable for agriculture, or something of that kind?

Mr. SUTHERLAND. Senator Rawlins's bill designates it as the part of the reservation. He now points it out on the map—I forget what the designation is.

Senator RAWLINS. As soon as this bill becomes a law it would restore to the public domain all that part of the reservation except that which is indicated in the northeast corner of the reservation, and then proceed to deal with that part of the reservation as in the bill?

Mr. SUTHERLAND. Yes.

Senator QUARLES. I want to say at the outset that I am in favor of any measure that will throw open lands and disintegrate tribal relations. But the gentlemen misunderstand the legal importance of this proposition. It applies not only to this reservation, but to all others, and we should be very cautious as persons charged with such responsibility.

I have great respect for the learning and ability of the distinguished Senator who made the report this morning. But I wish to call attention to one proposition of the committee, and that is that that report overruled what appears to be a deliberate opinion of the supreme court of Utah and three opinions of Attorneys-General.

The CHAIRMAN. No; of the assistants.

Senator QUARLES. The various assistants, but all concurred in by Mr. Secretary Bliss.

Now, I do not want to enter upon a discussion of this matter at this time; I only wish to suggest that my learned friend omitted in his report to comment upon the provision of the act in 21 Statutes at Large, page 199. The great fact embodied in that act is the ratification of the agreement between the United States Government and the Ute Indians in Colorado, whereby those Ute Indians transferred to the Government all their lands in Colorado. The Government ratified the agreement and provided for the disposition of the lands. The act says that "the White River Utes agreed to remove to and settle upon agricultural lands on the Uinta Reservation in Utah," and on the next page it is provided that the President of the United States may provide homes for these Indians.

The treaty provided for this, but for some reason the treaty failed. But the President did take these Indians, these several bands of Ute, and put them, pursuant to this provision of law, upon this piece of land. So that the legal question is narrowed, and, as I view it, it is simply this: Whether to make applicable to this case the proposition known as the "bought and sold" provision it is necessary for the intervention of a treaty, or whether the spirit of the law follows this transaction—that where a band of Indians have given up to the Government the title to a piece of land as a consideration for a home and are thereafter put in that home by the United States, their right is not the same as though it had been the subject of a formal treaty. It seems to me that that is the legal question involved, and without desiring to detain the committee at this time, I would respectfully ask, Mr. Chairman, that we be given an opportunity to investigate it, say, until the next meeting.

The CHAIRMAN. There is no hurry about this matter.

Senator CLAPP. I agree with the Senator from Wisconsin. The subcommittee has no pride in this matter. We have brought it before

the full committee and presented it in the light in which it appears to us. If it is not right, we do not want it. But we believed that the act of Congress authorizing these Indians to be taken down on this Uinta Reservation was an assumption on the part of Congress of its right to deal with that reservation, and was an establishment of the principle that in the act of 1864 creating that valley a reservation we did not create in the Indians any additional right, and that we could take the reservation at any time.

Senator QUARLES. This land is taken by agreement, by which agreement they are ceded to the Government.

Senator RAWLINS. I want to call Senator Quarles's attention to one thing, and that is that by that act the lands in Colorado were ceded to the United States, and the Government undertook to plant those Indians in Utah—to provide them homes. That is the only obligation which the Government ever incurred, and that is being fulfilled by the provisions of this bill, because it is proposed to allot those lands to those Indians.

Senator QUARLES. The question is whether my distinguished friend is not sticking in the bark. In consideration of this section of the act referred to, which expressly provides that the White River Utes agreed to remove to and settle upon agricultural lands on the Uinta Reservation in Utah (and they are now concerned in this bill), and in consideration of the further section which provides that the President is authorized to carry that out and settle the Indians there, the question is whether, as matter of law, the relations of those Indians to that title is not precisely the same as though it had been embodied in a formal treaty. If it had been embodied in a treaty and they had been given the right by formal treaty upon the basis of this section there would be no doubt that it was bought and sold under this law.

The CHAIRMAN. I differ with you.

Senator QUARLES. Bought and sold under this law to the several bands of Utes.

Senator RAWLINS. The treaty to which Senator Quarles refers was a treaty with—

Senator QUARLES. Several bands of Utes.

Senator RAWLINS. And the Uncompahgres the same? They have the right to take allotments in there or on a reservation in Colorado. If they did not take in Colorado they had the right to go over into Utah and take lands there. When they did take lands in Utah they should pay for them at the rate of \$1.25 an acre. That treaty referred to the Uncompahgres, and when Congress disposed of that land it did it without making any treaty with the Indians, by reason of the fact that they had no title to those lands. And the same provision that is applicable to the Uncompahgres is applicable to the White River Indians on the reservation.

The CHAIRMAN. Before this matter passes I want to make a single remark. This is a grave question. It involves the prosperity of almost the entire West. In the carving out of these reservations, they include vast mineral regions in all those States. To delegate to the Indians the right to sell or lease those lands would lead to a great many investigations, to constant investigations, because the Indians are incompetent to deal with the question. I am as confident of that as I am that I live. It was never intended that the Indians should lease the lands, practically sell them. If taking away a reservation—

giving a part of it and paying for the remainder is buying—if that be true, then it applies to every reservation in the country, because there is no reservation in existence but what has been carved out of a larger one. So that this is a very serious question, and I am not anxious to have it speedily disposed of. I want every Senator to think of the responsibility to be assumed in throwing away half of the mineral lands of the United States.

Senator RAWLINS. It is a matter of fifty million acres of land.

The CHAIRMAN. Fifty million acres of land. If that policy is to prevail we will have plenty of investigations.

Senator CLAPP. Does not this act of 1871 limit it to agricultural lands?

The CHAIRMAN. That is agricultural land but not mineral land. We can not have the mineral land set aside in that way. No reason can be used, it seems to me, to justify the proposition that the reduction of a reservation by treaty or by statute is the granting of a title to the balance as land bought and paid for.

This case was first decided by the Department, the Commissioner of Indian Affairs, and that was assumed as authority by the Secretary of the Interior, who predicated his decision on it, and then by the supreme court of Utah, which predicated its opinion on the decision of the Secretary of the Interior. But there can be no reason that will sustain such a proposition as that. If it were intended by Congress that fifty million acres of land, which is three-quarters of the mineral lands of the country, were to be disposed of in that way, it would not have gotten a vote.

Thereupon (at 12 o'clock m.) the committee adjourned.

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Indian Rights and Wrongs

On another page will be found a reply from Commissioner Jones, of the Indian Office at Washington, to the charges made by Mr. George Kennan in The Outlook of March 29. The Commissioner's reply is not, in the judgment of The Outlook, complete or adequate. Mr. Kennan has made specific and detailed charges in the Standing Rock case, which he reinforces, in many instances at least, by reference to the official and public documents. These charges he reiterates in a reply to Senator Platt, of Connecticut, which we print together with the letter of Commissioner Jones. Commissioner Jones's letter, as may be seen from the date, was received by The Outlook as this issue was going to press. This, of course, precluded any examination by Mr. Kennan of the answer to his charges; but those readers who are impartially interested in this matter, who desire to see the truth and only the truth come to light, who have no bias against Commissioner Jones or for Mr. Kennan, and who will take the trouble to read again the original charges contained in The Outlook for March 29, together with Commissioner Jones's reply thereto, and Mr. Kennan's

answer to Senator Platt, will agree with The Outlook that Commissioner Jones's statement is neither adequate nor conclusive. Mr. Kennan's original article was not published in The Outlook without due consideration and deliberation. Mr. Kennan has an international reputation for his ability in collecting, weighing, and classifying the evidence which may be adduced from an investigation of official documents, public records, and the reports of Government officials. It is not sufficient to make a generic reply to his specific criticisms. The history of the relations of the United States Government with the Indians has been such that when an accusation is made against the Government in Indian matters its innocence cannot be taken for granted; it must prove its integrity. Mr. Kennan's detailed charges cannot be ignored or evaded, and, in our opinion, Commissioner Jones's own statement of the case makes a thorough investigation necessary. The Outlook has such confidence in the present Administration at Washington that it believes the necessary investigation will be made, the necessary corrective measures will be applied, and the needed reforms will follow.

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The Standing Rock Indian Case¹

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I.—Commissioner Jones's Statement

To the Editors of The Outlook:

My attention has recently been attracted to an article in The Outlook of March 29, under the title "Have Reservation Indians any Vested Rights?" The article relates mainly to the action of this office in leasing the surplus lands of the Standing Rock Reservation. There is in the article such a spirit of unfair criticism, officious complaint, garbled statement of facts, and such a broad insinuation of sinister motives on my part as to induce me to take some notice of it, lest my silence might be construed as a confession of the correctness of the position assumed.

The writer evidently did not know of or has ignored the fact that for years preceding the time when steps were taken by the office to lease the surplus lands,

many thousand head of outside cattle were pastured on the Standing Rock and other Sioux reservations, from which the Indians, as a tribe, derived no benefit whatever.

Three systems of pasturage were in vogue. First, the squaw-men and mixed-bloods grazed their own cattle on the reservation in large numbers; second, these same enterprising classes held many thousand head of outside stock on the reservation, the owners paying them directly for pasturage privileges; third, parties living in that part of the State permitted their stock to trespass upon the reservation, paying no one for the privilege. This latter class were freebooters pure and simple. Under these three systems more than 50,000 head of stock have been yearly pastured upon the adjoining Cheyenne River Reservation alone,

¹ Editorial comment on this subject will be found on another page.

during recent years. Many of the squawmen and mixed-bloods have become comparatively rich by taking in the stock of outside parties and by the pasturage of excessive numbers of their own. It was manifestly unfair and unjust to the tribe, as a body, to permit a few intermarried whites and progressive mixed-bloods to monopolize practically all the common lands of the Reservation to their own advantage and profit, whereas, if the lands were leased for the benefit of the tribe, all would share alike in the financial results derived.

The office had two purposes in view in leasing these lands: First, the overthrow of the illegal and unauthorized systems that had theretofore prevailed; and second, the raising of revenue for the benefit of the tribe as a whole.

Realizing that the Standing Rock Reservation is essentially a grazing country, and in order to encourage *all* the Indians to become stock owners, a clause was inserted in the proposed leases making ample provision for the pasturage of a reasonable number of stock for each family. This clause provides that each *Indian* family residing within the leased district shall be permitted to hold therein, free of rent, cattle and horses which they actually own to an extent not exceeding one hundred head. This clause applies to *all* families having rights upon the reservation—to the families of squawmen, mixed-bloods, and full-bloods alike.

The writer of the article appears to be greatly exercised over the apparent "change of heart" by this office between May and October, 1901, relative to the issuance of grazing permits. During the summer such information reached the office, through the reports of its inspectors, as to induce it to inaugurate a system which would compel all parties that were there grazing stock on the Sioux Reservations to pay the Indian Agents one dollar per head per annum. This has been designated the "permit system" of pasturage. It did not contemplate securing the consent of the tribe for its inauguration, neither did it require such action. There was no proposition nor intention to invite cattlemen to bring in additional numbers of cattle for grazing purposes; it simply provided that a tax of one dollar per head, paid for grazing stock already on the

reservation, should be collected by the Indian Agents for the benefit of the tribe, instead of being paid to enterprising squawmen and mixed-bloods for their individual profit. As an imperative corollary to this it was necessary to inaugurate the permit system for the pasturage of *resident* stock, in excess of a hundred head for each family; otherwise the entire body of stock on the reservation might be claimed by the squawmen and enterprising mixed-bloods (whether they were bona fide owners or not) and thus escape pasturage taxation—at least for the benefit of the tribe, and not to a few intermarried whites and mixed-bloods. The end sought justifies the means, and the same action will be taken with reference to other reservations whenever it is ascertained that the same conditions exist.

From the general tone of the article, one not familiar with the facts would infer that every Indian on the Standing Rock Reservation was opposed to the action of the office in leasing the lands. Such is not the case, however. There is no regularly constituted council of the Standing Rock Sioux, so that it was necessary to call a general council of all the adult male members of the tribe in order to secure tribal consent to the leasing. The action of the Indians in the matter is therefore embodied in the "general council proceedings" of December 26, 1901, which is as follows:

We, the undersigned, Indians of the Standing Rock Reservation, North Dakota, over eighteen years of age, hereby consent to the leasing for a period not to exceed five years, for the purpose of grazing cattle thereon, at a rate of not less than one (\$1) dollar per head per annum for each and every head of cattle so introduced and grazed upon said reservation, the unoccupied portions of said Standing Rock Reservation, the consent hereby given to be subject in each and every instance to the following conditions:

The tract of land assigned under each permit, contract, or lease, must be properly fenced, the cost of such fencing to be paid from the rental which may be due for the first year. At the expiration of such permit, contract, or lease, said fencing shall be and remain the property of the Indians of this reservation, and during the term that cattle are so held upon this reservation such fences must be kept in a proper state of repair at the expense of the owner of the stock.

All persons so introducing and grazing stock

will be required to exercise all possible care and diligence to prevent depredations by their cattle upon the leaseholds of other stockmen or upon lands occupied by Indians of this reservation; and in the event of the appearance of any contagious disease among their herds, every possible step must be taken to prevent the spread of and to stamp out such disease.

[Here follow the signatures of 771 Indians.]

I do hereby certify on honor that I have explained the nature of the above agreement to the Indians whose names are hereto appended, and am satisfied that they fully understand the same.

JOSEPH ARCHAMBAULT,
Interpreter.

We certify on honor that we witnessed the signature of each and every Indian whose name is hereto appended, and that they signed of their own free will and accord.

Witnesses: LOUIS KILLED.
CHARLES RAMSEY.

The proceedings are signed by 771 male adults of the tribe out of a total of 983. This is as nearly unanimous as could be reasonably expected in a council of this kind—considerably more than a two-thirds majority of the male adults. It is therefore not true that anything like a majority of the tribe are opposed to the leasing. The opposition comes from a comparatively few intermarried whites and mixed-bloods whose financial interests are involved. They see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practiced greatly to their own financial advantage. The remainder of the tribes are not only willing that their surplus lands shall be leased but are anxious that such action shall be taken.

It is worthy of note that the "Association of Returned Students," the most intelligent and progressive element of this tribe, are heartily in favor of leasing these lands.

Again, throughout the article, the council proceedings giving the tribal consent to the leasing are spoken of as an "agreement," it being broadly intimated that it was an agreement between this Department and the Indians. It is then pointed out that the terms of the leases as drawn do not agree with the tribal consent, intending to convey the impression that the Department had entered into an *agreement* with the Indians relative to leasing

their lands and had then broken faith with them.

Nothing could be further from the truth. The council proceedings are in no sense an *agreement*—unless it be an agreement among the Indians themselves, to which this Department is in no degree a party. The law provides that surplus tribal lands "may be leased by authority of the council speaking for such Indians . . . in such quantities and upon such terms and conditions as the Agent in charge of such reservation may recommend." The law, therefore, does not contemplate that "the council speaking for such Indians" shall do more than give its consent to the leasing; the quantity of land to be leased, and the terms and conditions, are to be left to the Agent in charge, subject, of course, to the directions of the Department.

It is pointed out that the council proceedings authorized leasing at not less than one dollar per head, while the advertisements invited bids for the grazing privileges by the acre. Even if it should be admitted, for the sake of argument, that the Indians might dictate the conditions upon which the lands might be leased, this discrepancy, if such it can be called, is more apparent than real when all the facts are known. The leases provide that the lessees shall not hold to exceed an average of one head of stock to each forty acres; this at the rate per acre specified makes his grazing privileges cost him a little more than one dollar and twenty cents per head. It serves the double purpose of preventing overstocking the ranges, and at the same time determines what it shall cost the lessee to graze each head of stock.

It is also alleged that the Indians gave their consent to the leasing of the "unoccupied" portion of the reservation, while one of the leases includes some of the best and most thickly settled parts of the reservation, where the Indians have their homes, their little gardens, their winter-hay fields, and their cattle.

This on its face seems to be a serious charge. In the first place, it was not proposed to lease the eastern portion of the reservation, containing over one-half its entire area. Nearly nine-tenths of all the Indians reside upon this portion, east of the line of the grazing districts. The Walker

lease exempts and excludes one township of land in the neighborhood of Bull Head Station, which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families. An inspector of this Department, who was Agent at Standing Rock from 1881 to 1895, and who has frequently visited the reservation since, states that in his judgment not more than fifty families reside upon the portion it is proposed to lease; but, making allowance for misinformation and for changed conditions since he left, there are assuredly not more than seventy families. Again, the lease form in use by this Department makes ample provision for protecting each and every Indian in his individual holdings, whether the same be farms, gardens, or allotments. The clause referred to provides that all allotments of land in severalty and all farms, gardens, and other improved holdings of individual Indians shall at all times be free from damage or interference by the stock or employees of the lessee. The office has always found this clause to afford ample protection to the individual Indians, even on reservations where there are actual allotments and where farming operations are extensively carried on. It has proven effective largely from the fact that all lessees of tribal lands are required to give bond, with two or more good and sufficient sureties, in an amount equal to one year's annual rental, conditioned upon the faithful performance of the terms of the lease. It thus transpires that the families living in the leased area will have ample protection against the stock and employees of the lessees—even far more so than they had prior to the inauguration of the leasing system, for it must be remembered that for the past several years many thousands of cattle have been grazed upon the reservation, whose owners were not under bond and were responsible to no one for any damage or injury their stock might occasion. The leasing system is intended and will remedy these existing evils. The out boundaries of the grazing districts will be fenced so as to prevent trespassing; the lessees are required to protect the individual holdings of the Indians; they are required to give good and sufficient bond conditioned upon the payment

of the rents and the faithful performance of all the terms of the lease; they cannot overstock the ranges, as they are limited as to the number of cattle they can bring upon the lands at any one time. In short, it is the substitution of a legal system under the control of the Department for a system of internal monopoly and external freebooting. Aside from this, and to obviate every possible objection, arrangements have been made to furnish the individual Indians living within the leased area with wire for fencing their homes and hay-fields when they so desire, and when it appears that any Indian is unable for good reason to build the fences himself, the Department proposes to have the work done for him.

My motives are also impugned in the short time given to the advertisements inviting proposals. From the article it would be inferred that it is obligatory upon the office to give notice a long time prior to the acceptance of bids. As a matter of fact, no notice whatever is required. It was competent for the office to solicit and accept informal bids if it felt so disposed, without giving any public notice. Such action has been taken in a number of cases, but in the interest of the Indians, and to silence criticism, public notices of the letting were published in four leading stock journals, the first publication being made seventeen days before the day of the letting. Not only this, two hundred and fifty posters soliciting proposals were sent to all the leading stockmen whose addresses were known to the office. The sufficiency of the advertisement is attested by the number of separate bids received, which was six. In but very few instances have more than six bids been received upon any one body of land in the ten years' experience of the office in soliciting bids by public advertisements. In hundreds of cases there has been but a single bid upon a given grazing district, which the office was forced to accept or readvertise. Any advertisement, therefore, which results in securing six competitive bids is amply sufficient. This, taken in connection with the fact that it was not imperative upon this office to make any advertisement whatever, should silence criticism on this point.

As to the so-called pool referred to in the article, in which it is alleged I was

interested, I will state that the two highest bids upon this land were coupled with conditions wholly inconsistent with the terms of the advertisement soliciting proposals. Neither could have been accepted even if there had been no other bids. The next highest bids—those of Lemmon and Walker—were a "tie." Both had complied with all the provisions of the advertisement and had deposited checks for at least five per centum of the entire amount of the bid. One had no advantage over the other before the office. Under such circumstances it would have been difficult or embarrassing to have decided between them. Both were present in person at the time of the opening of bids, and decision could only have been made between them by lottery or chance. They obviated this difficulty themselves by mutually agreeing to a division of the tract, Mr. Lemmon to take the western and northwestern portion of the reservation and Mr. Walker the central and southern portion. This was entirely satisfactory to the office, especially as it would result in giving the Indians fifty-four miles of additional fence. In no other sense and in no other way, so far as known to this office, was there an agreement or understanding between the bidders or local stockmen.

It is not necessary for me to make any reply to that portion of the article relative to the decisions of the courts as to the nature or extent of the vested rights of Indians in and to their reservation lands. Personally, I have experienced no "change of heart" upon the subject. I have always contended that the consent of the Indians was necessary in order to legally lease their lands and as to its final disposition. I have *not* experienced a change of heart on this subject, but I insist that the consent of the Standing Rock Indians was legally and properly secured in this case, and is now on file in the office.

In answer to the claim of the author of the article that the United States has taken 9,000,000 acres of land from the Sioux, and has given them in return a gold brick, made by thinly gilding a metal called "zinc deceit," a brief statement of what the Sioux tribe has received under their treaties may not be inappropriate.

Under the treaties of 1868 and 1877, the Government has expended for the

benefit of this tribe over \$38,000,000—a sum equal to \$70 annually for every man, woman, and child. Again, under the treaty of 1889, they received as an advance payment on their ceded lands \$3,000,000, which has been drawing interest in the Treasury at the rate of five per cent. per annum; the interest on this payment is spent annually for their benefit, and alone amounts to date to \$1,800,000.

In addition to this vast sum of money, they have received 25,000 head of cattle, which have been issued to them per capita, and the Government issues to each allottee, when he accepts his allotment, two cows, two mares, one set of harness, one plow, one wagon, one harrow, one hoe, one ox, one pitchfork, and \$50 in money. The total value of the deliveries so far made amounts to \$1,149,022; it is estimated that it will take at least \$1,500,000 more to fulfill this part of the treaty stipulation. So that it will be seen that the Sioux nation has received from the Government for their benefit the enormous sum of \$48,000,000, besides retaining in their several reservations [?] acres of land. From the foregoing it will be seen that the "gold brick" did not contain much "zinc deceit," but rather that they received a veritable gold-mine, that has been worked assiduously in their interest for many years; and I submit that it is high time that they consent to the use, for their own benefit, of some of the unoccupied millions of acres of grazing land in the remote parts of their reservation, and so relieve the Government of some of this heavy annual burden.

The gratuitous and slanderous insinuation contained in the article that my action was prompted in the matter by sinister and interested motives, I will not dignify with a denial.

In conclusion, I will state that the action taken by the office was the result of a conference with my superior officers, and meets with their entire approval.

In justice and fairness to myself, it is hoped that you will give this reply in its entirety the same publicity that you did the article to which it refers.

Very respectfully,

W. A. JONES, Commissioner.

Department of the Interior, Office of Indian Affairs,
Washington, April 12, 1902.

[For a statement from Mr. Kennan see the following page.]

II.—A New Statement from Mr. Kennan

In the letter to *The Outlook* which follows, Senator Platt, of Connecticut, says:

To the Editors of The Outlook:

Some one has sent me *The Outlook* for March 29, with a marked article by Mr. Kennan on leases at the Standing Rock Reservation. I regret to say that I do not remember to have ever seen within the same space so much of statement and insinuation calculated to give an entirely erroneous impression as to the facts as in that article. Surely you cannot suppose that the Secretary of the Interior, and the Indian Commissioner, and Committees of Congress are either corruptly or stupidly trying to despoil the Indians of their rights.

Very truly yours,

O. H. PLATT.

Senate of the United States, April 3, 1902.

Every man has a right, of course, to express an opinion with regard to another man's work; and if Senator Platt thinks that my article was untrustworthy and misleading, he is perfectly at liberty to say so. His opinion, however, would perhaps carry more weight if it were based upon—or at least accompanied by—citations and specific references. Does the article contain misstatements in matters of fact? If so, what are they? Are the conclusions drawn from the facts erroneous? If so, in what respect?

It ought not to be difficult to come to close grips in a controversy that relates almost wholly to matters of official record; and if Senator Platt will be good enough to point out to me the statements that he regards as erroneous and misleading, I will either furnish evidence to support them, or admit frankly that I have been mistaken.

Senator Platt seems to think that my article was made up largely of "insinuations." That certainly surprises me, because I had the idea that I was stating facts, and drawing conclusions from such facts, in the clearest, most direct manner possible. In order, however, that there may be no further misconception in this respect, I will now say, as plainly and distinctly as I possibly can, that—

1. The Indians of the Standing Rock Agency, so long as they were permitted to act without coercion, refused absolutely to open their reservation to foreign cattle. They were opposed to the leasing system

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in the beginning, and they are opposed to it now; for reasons set forth in the speech of their leader John Grass, at the council of May 3, 1901, and in the decision of the council on the proposition submitted, at that time, by the agent of the Chicago, Milwaukee, and St. Paul Railway Co. (Senate Document No. 212, 57th Congress, 1st Session, pp. 90 and 92.)

2. In October last they were frightened—and virtually forced—into an agreement to lease their "unoccupied lands" to foreign cattlemen, by an order from the Indian Office threatening them with the "permit system;" that is, the turning in of foreign cattle without their consent, and without limitation as to range. (Sen. Doc. No. 212, p. 61.) This order, if I am correctly informed, was without warrant or sanction of law, and was an arbitrary invasion of the Indians' rights. The Sioux treaty of 1868 expressly "stipulates and agrees that no white person or persons shall be permitted to settle upon or occupy any portion of the reservation, or, without the consent of the Indians first had and obtained, to pass through the same." (Treaty with the Sioux, concluded April 29, 1868, and ratified February 16, 1869; U. S. Statutes at Large, Vol. 15.)

3. When Indian Commissioner Jones was asked, at the hearing before the Senate Committee on Indian Affairs January 23, 1902, "Did you write a letter to somebody out there, saying that the permit system would be inaugurated?" he replied, "No, sir; nor did anybody else." (Sen. Doc. 212, p. 60.) A letter from the Commissioner to Agent Bingenheimer ordering the inauguration of the permit system was then produced and read. (Sen. Doc. No. 212, p. 61.) If I had been in Senator Platt's place, as a member of the Committee, I should have asked Commissioner Jones for an explanation.

4. The agreement into which the Indians were forced by this threat of the permit system provided for the lease of "unoccupied lands" only; and it was expressly stipulated that the eastern boundary of the tract to be leased should be fixed and staked out by a joint com-

mission composed of Agent Bingenheimer and three representative Indians. This was to enable the Indians to protect their own homes and stock ranges from the cattle of the lessees by drawing a line of demarcation around the occupied part of the reservation. They agreed (under compulsion) to surrender a certain tract of land; but they stipulated that they should have the right to stake out its boundary. (Sen. Doc. No. 212, pp. 89 and 90.) When Agent Bingenheimer reduced the agreement to writing, he omitted this important stipulation, but let the Indians suppose that he had put it in. He thus obtained their signatures to a document which did not represent their wishes or their understanding of the case, and a document, moreover, which they would not have signed if they had known its real purport. Upon this feature of the case, Rev. T. L. Riggs (who has just made a careful investigation on the ground) comments as follows:

"The Indians accepted this" (the leasing proposition) "subject to two conditions: that is, that this tract be located on unoccupied lands, so as to not conflict with the rights of Indians, and that this tract be first definitely marked out by a committee of three Indians, chosen by themselves and the Agent. These two conditions were an essential part of the agreement, and separate from them there was no agreement made. On this question there is absolutely no variation in testimony given. It would appear, however; that in the written form submitted for the Indians to sign, these essential conditions were left out; and whereas the Indians supposed this to be the identical agreement they had made in council, it covered only the bare fact of their consent to the leasing of lands." (Report of Rev. T. L. Riggs, dated March 17, 1902.) Agent Bingenheimer admitted, before the Senate Committee, that he *did* agree to the stipulation with regard to the fixing and staking out of the boundary, and that he had not carried it into effect. (Sen. Doc. No. 212, pp. 86 and 90.) If I had been a member of the Committee, I should have asked Mr. Bingenheimer whether he regarded it as fair or honest to take advantage of the Indians' illiteracy by suppressing in the written agreement a provision to which he had

verbally assented. In Eastern communities such practices are called frauds.

5. As soon as this agreement to lease "unoccupied" lands had been obtained, the Indian Office advertised for bids from cattlemen for the grazing privilege on more than two-thirds of the whole reservation; including tens of thousands of acres of land that the Indians were actually occupying. (Sen. Doc. No. 212, pp. 17 and 23.) This was in flagrant violation of the agreement, and if it was not an attempt, on the part of somebody, to "despoil the Indians of their rights," actions have no significance and words have no meaning.

6. The agreement with the Indians stipulated that the lessees should pay a certain price per head for the number of cattle pastured on the leased territory. The Indian Office paid no attention, apparently, to this stipulation, but leased the lands for three cents an acre, irrespective of the number of cattle. This would not be regarded as fair dealing among white men.

7. On the face of the facts, as they appear in the testimony before the Senate Committee, the Indian Office, or its Agent, first forced the Indians into an agreement to lease, by illegally threatening them with the permit system; then disregarded the most important stipulation of the agreement thus obtained; and finally violated the express terms of the agreement by changing the method and rate of payment, and by leasing lands that the Indians were actually occupying. If Senator Platt were in the place of "Thunder Hawk," and lived, by means of cattle-breeding, on the Standing Rock Reservation, I don't think he would regard this as a "square deal." That he himself would be incapable of "despoiling the Indians of their rights" goes without saying; but that Indians *have* been "despoiled of their rights," by Indian Agents and others, in all parts of the West, is a fact well known to all students of Indian affairs.

In a letter to the President of the Senate, written January 13, 1900, Secretary Hitchcock himself admitted that the Indian Agent at Fort Sill, on the Kiowa Reservation, apparently resorted to "willful misrepresentation and false translations," in order to get the Indians' signa-

tures to an agreement in which he was interested, and that even "the Department was misled" as to the number of Indians who signed it. "In view," he says, "of the apparently improper practices in procuring the agreement, and false certification as to the signers thereof, I am of opinion that it should not be ratified." (Sen. Doc. No. 76; 56th Cong. 1st Sess., p. 2.)

In spite of this report from the Secretary, the fraudulent agreement *was* ratified by Act of Congress of June 6, 1900; and if the Supreme Court does not intervene, the deceived Indians will shortly be evicted from their lands. (Appellants' Brief in case of Lone Wolf et al. vs. E. A. Hitchcock, Secretary of the Interior, p. 6.)

If this sort of thing could happen on the Kiowa Reservation in 1900, it might also happen on the Standing Rock Reservation in 1902. I have not looked up the vote in the Senate on this fraudulent Kiowa agreement, and I don't know whether Senator Platt was in favor of ratifying it or not; but many Senators *did* vote for ratification, and I have no doubt that every one of them would indignantly resent any suggestion or "insinuation" that the Indians were "despoiled of their rights." In any case, the Indian Office was not "stupid or corrupt;" the Secretary of the Interior was not stupid or corrupt; and the Senate was not stupid or corrupt; but the unfortunate Indians lost their lands, all the same.

The whole question of Indian rights and Indian treaties was thoroughly considered by the United States Supreme Court in the case of Worcester vs. the State of Georgia. (6 Peters, 581.) Its

opinion in that case was, in part, as follows:

"The language used in treaties with the Indians should never be construed to their prejudice. If words be made use of which are susceptible of a more extended meaning than their plain import, as connected with the tenor of the treaty, they should be considered as used only in the latter sense. . . . How the words of the treaty were understood by this unlettered people, rather than their critical meaning, should form the rule of construction. . . . We have made treaties with them; and are those treaties to be disregarded on our part because they were entered into with an uncivilized people? Does this lessen the obligation of such treaties? By entering into them have we not admitted the power of this people to bind themselves and to impose obligations on us? . . . Nations differ from each other in condition, and that of the same nation may change by the revolutions of time; but the principles of justice are the same. They rest upon a base which will remain beyond the endurance of time."

In view of Senator Platt's remarks in Committee upon the impending necessity for "disregarding the letter of the treaties that we have made, giving such rights as we have given to the Indians," I venture respectfully to call his attention to the words above quoted; and if such old-fashioned notions of justice and honor have not become antiquated and obsolete, it might be well, perhaps, to inscribe them on the wall of the Indian Office, directly in front of the Commissioner's desk.

GEORGE KENNAN.

Washington, D. C.,
April 9, 1902.

at Port Royal. So that, whenever and wherever he thrust out at carriage door his gold-headed malacca and white-stockinged, gouty leg, while the postilion stood at the crested panel profoundly congeeing, something of his bars of gold and the military glory he had won still descended from the chariot with him.

Sir William Phips was angry on the evening of the second of August when he broke the seal of my packet and came on the following letter:

Salem, July 30, 1692.

My dear Sir William:

I despatch these few scrabbled lines by my son to say, that I doubt not but that matters in your absence go beyond what your Excellency would approve. Within the fortnight after your departure, Bridget Bishop was put to death for the nefarious crime, protesting to the very last her innocence; and since that time several. In some cases we see through a glass darkly, and cannot surely say if they were guilty or no. But in the case of a woman this day sentenced, meseems there exists no reasonable ground for doubt. This woman hath ever had the good report of all who know her, as the enclosed signed and sworn depositions testify. 'Tis inconceivable to me how she should have fallen under the accusation of doing the things forbidden, save the Archenemy put it into the hearts of some to say all manner of evil against her falsely. By this circumstance it will be seen to what an excess matters are at present carried, that even my Lady Phips herself is cried out upon for a witch by several witnesses who have appeared before us sitting in the court at Salem. I doubt not that in view of these things your Excellency will see fit to shew mercy unto the unhappy guiltless woman who now lies in jail awaiting the day of her execution. The time set is noon of the sixth of August; and so it will be seen that in case your excellency should see fit to interpose, there is need of the utmost expedition, that the pardon may not arrive too late.

I will say no more than to subscribe myself,
Your Excellency's most humble and
obedient servant,

TIMOTHY TREVELYAN.

*To Sir William Phips, Esq., Governor of
the Province of Massachusetts Bay.*

Sir William brought his clenched fist down on the little pine table so that the candles jotted; and a glittering handful of the artisans' pay that lay on the table hopped jingling to the bearskin tent-rug. Only his blush-faced stripling of an orderly and myself were by.

"By the Lord!" he cried, "I'd ought to ha' known Stoughton would— My Lady Phips, is it? Ha! we'll see if she be a witch or no!— By the King's

beard! I'll write a pardon this minute with my own hand, that there may be no mistaking— You can start with it at daylight— The inkhorn, sirrah!— So; he thinks to play the little Nero, does he, while I'm gone? I care not if I am out of the colony-limits. Tell him, wherever I go, I carry the King of England with me— And when I get back I'll make him feel it!— He shall find out if Sir William Phips be governor or no!— Give me!— The quill's bad, sirrah; can't you see? Another!— Steady the leg of the table, there—this hand trembles so—my Lady Phips a witch, ha!— Stoughton, you— I've broke my nib; fetch me another—'their Majesties'—'defenders of the faith'—'by the authority in me vested'—'wholly acquit, absolve, and pardon'—'witness hereunto my hand and seal, William Phips, Governor'—and by heavens, that's what I am!— So! to-morrow at earliest daylight, sir, you'll take this, and ride hell-bent with it, and spit it in the face of William Stoughton there at Salem; and tell him if he allow one word more to be breathed against my Lady Phips, when I get back again I'll carve him up in little pieces so fine the geese on Boston Common can't find 'em— You'll be needing a fresh horse to-morrow; I'll give orders— What, that little spindle-shanked filly? All this way in three days, and take you back in three more? Impossible!—Not to-night! not to-night! Are you stark mad, man?— It's pitch dark; and the Indians!— You infernal fool!"

For I was out of the tent and mounting the little brown mare.

On the third morning from that time, the little brown mare, a useless cripple, was turned out to pasture for the remainder of her days; and they bore me, though sick of a fever, to the town-house in my mother's sedan-chair, with the writ of pardon clenched in my hot hands; because I had a furious notion it should not be surrendered to any but William Stoughton in his own person. He sent a messenger out of court to fetch it, but I would let no proxy have the precious document; and finally the great man must come himself to the flowered crimson curtains of my chair. And from his face of belluine rage as, finished with reading, he

cried, "We were in a fair way to have cleared the land of these!" it was eight delirious days, I have been told, to the next face that I remember. And when at the end of those eight days I saw that face,

for a moment I thought I was come among the angels; but no! for there are no tears in Heaven. It was the face of Anne, weeping by the bed I had slept in since a child.

Have the Standing Rock Indians been Fairly Treated?

A Reply to Commissioner Jones's Letter¹

By George Kennan

I HAVE read attentively the reply of the Indian Commissioner to my recently published article. I shall refrain from expressing any opinion with regard to its merits as a defense, because I do not wish to be discourteous; but I will take up, in their order, the points that Mr. Jones attempts to make, and briefly consider them.

1. He defends his illegal "permit-system order" of October 9, 1901, by saying that the reservation was overrun by trespassing cattle, and that it was better, in the interest of the Indians, to collect a dollar a head from the owners of such cattle, under the permit system, than to let the "freebooters" get their pasturage for nothing. I am not prepared to admit that illegal action on the part of the trespassers justified the Department in condoning and sanctioning the illegality by accepting payment from the wrong-doers; but it is not necessary to go into the merits of that question, inasmuch as there is very great doubt as to the existence of the alleged evil. The Indians themselves have never complained of "freebooters;" I have not been able to find a single reference to trespassing cattle in the reports of the Standing Rock agents to the Indian Office; trustworthy persons who have just come from the reservation assure me that there are very few, if any, trespassing cattle within its limits. Agent Bingenheimer said, less than a year ago, "You can ride across the country for days and never see a critter" (Sen. Doc. 212, p. 91); and Mr. Jones himself declared, on the 23d of

last January, before the Senate Committee, that "there is a lot of idle land there which is used neither by the Indians nor by anybody else" (Sen. Doc. 215, p. 67). I find complaints of trespassing cattle in the reports of agents on other Sioux reservations—particularly Cheyenne River and Rosebud—but not one from Standing Rock. If the cattle were there, why did not the Indian Office have them removed? Removal, apparently, would not have been difficult. Agent McChesney reports to the Commissioner that his farmers, with the aid of a few Indian police, removed 8,000 trespassing cattle from the Rosebud Reservation in 1899. (Rep. of the Indian Commissioner for 1899, p. 341.) There are nearly 4,000 Indians on the Standing Rock Reservation, and they own 10,000 horses. Is it conceivable that they could not have driven off the trespassing cattle if there were any there? And is it probable that they would have submitted to such a trespass without protest if it had any real existence?

The Commissioner assured the Senate Committee that there have been for years, and are now, more trespassing cattle on the Standing Rock Reservation than it is proposed to put on under the leases. (Sen. Doc. 212, p. 18.) As Lemmon and Walker, under the terms of the leases, are to have a right to put one head of stock on every forty acres, or 30,000 head on the 1,200,000 acres of leased territory (Sen. Doc. 212, p. 46), the Commissioner's statement to the Senate Committee is equivalent to an assertion that there are more than 30,000 trespassing cattle on the reservation now. How does he propose to reconcile this assertion with his other statement that "there is a lot of land there

which is used neither by the Indians nor by anybody else," and with Agent Bingenheimer's assertion that "you can ride across the country for days and never see a critter"?

As a matter of fact, the Standing Rock Reservation is not overrun by trespassing cattle now, and it never has been. This defense of the illegal "permit-system order," therefore, is a breastwork of straw.

2. In a letter from New York to Assistant Commissioner Tonner, written on the 15th of May, 1901, Mr. Jones expressly said that he could not inaugurate the permit system without the Indians' consent, and directed the Assistant Commissioner to ascertain from Agent Bingenheimer, by telegraph, whether the Indians had not "experienced a change of heart" in the matter. If they had—that is, if they would consent—he "would issue permits at once" (Sen. Doc. 212, p. 63). He now says, in reply to my article, that the Indian Office "did not contemplate securing the consent of the tribe" for the inauguration of the permit system, "neither did it require such action." In May last he said he must have the Indians' consent, and now he says that he didn't need it and had no idea of asking for it. Which statement is true? It is hardly possible that both can be true.

But there is another point of that permit-system order upon which Mr. Jones contradicts himself. The last sentence of the order reads as follows: "Due care should be taken by you" (Agent Bingenheimer) "not to admit such number of outside stock as to overgraze the lands." If this means anything, it certainly means that the Commissioner expected the order to result in the bringing in of "outside stock." He now says, however, in reply to my article, that "there was no proposition nor intention to invite cattlemen to bring in additional numbers of cattle for grazing purposes; it" (the order) "simply provided that a tax of \$1 per head should be paid for grazing" (trespassing) "stock already on the reservation." The order says outside cattle are to be brought in; but his reply declares that there was no intention to bring outside cattle in. Which of these statements is true?

If there were no trespassing cattle on the reservation, the permit-system order which frightened and coerced the Indians

into an agreement to lease cannot be justified or excused on that ground. If there was no consent on the part of the Indians, it was in violation of a treaty obligation.

The only other defense set up by the Commissioner is that "the end sought justifies the means." Morally and legally, that is a very shaky proposition in any circumstances, and it is far from constituting a good defense when the "end sought" was the acquirement, in the interest of a cattle syndicate, of lands that the Indians had refused to give up, and the "means" were a broken promise and a violation of a guaranteed right. The testimony given before the Senate Committee shows conclusively that the consent of the Indians to lease their lands was obtained from them by means of the coercive influence of this illegal permit-system order. They consented to lease, not because they wanted to do so, nor because they were willing to do so; but because they were, as they said, "under pressure," and could escape the permit system in no other way. Metaphorically speaking, their consent was obtained with a club. (Sen. Doc. 212, pp. 51-53.)

3. The next point of the Commissioner's reply raises the following question: When the Indians gave a qualified consent to lease—that is, a consent to which certain stipulations and conditions were attached—had the Department discretionary power to ignore all the conditions and still hold the Indians to the consent?

The Commissioner says that "the council proceedings" (the conditions of the consent) "were in no sense an agreement, unless it be an agreement among the Indians themselves, to which the Department is in no sense a party." As a legal proposition, and in a very strict sense, that may be true; but in the circumstances of this case it amounts to an assertion that the Indians have no right or power to attach any stipulation whatever to their consent to lease lands. They may not say that they will lease only unoccupied lands; nor that they will lease only one-third of their reservation; nor that they will lease only a certain specified township. If they once consent to lease a single acre as pasturage for one small foreign calf, the Department, in its discretion, may take away from them a whole million acres, throw that million-acre

¹ The letter of Commissioner Jones to which this article is a reply appeared in The Outlook dated April 29. Mr. Kennan's first article was printed in The Outlook of March 29 last.

tract open to foreign cattlemen, and then say to them (the dissatisfied Indians), "Your council proceedings, by which you attempted to limit the amount of land you would lease, have no binding force as against the Department. It is true that we can't take a single acre of your reservation without the 'authority of your council speaking for you'" (Act of Congress of February 28, 1891), "but if you once consent to lease that single acre, we can throw open to cattlemen as much of your territory as we think best—occupied or unoccupied—and upon such terms as we choose."

That may be good law, but it strikes me as a very dubious proposition from an ethical point of view. The Act of Congress which authorizes the leasing of Indian lands reads as follows:

"Where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior." (Act of Congress of February 28, 1891.)

I do not know whether this law has ever been judicially construed or not; but its intent would seem to be to give the Department a certain supervisory control over the decisions of the Indian councils in the matter of land, with a view to restraining such councils when they show a disposition to lease their lands injudiciously, in too large quantities, or at a foolishly low price. Its object was to protect an inexperienced and naturally improvident people from exploitation by the whites. Congress, apparently, intended to say: "You may lease, for your own benefit, such parts of your lands as you do not need; but you must act in such matters through your council, and its decisions, as to the quantity of land to be leased and the terms of payment therefor, are subject to Departmental supervision and control." It seems to me extremely improbable that Congress intended to give

the Interior Department power to lease two million acres of land that the Indians had "bought and paid for," when the council had agreed to lease only one-third of that amount, and to turn cattlemen and their cattle into the occupied parts of the reservation when the council had consented to lease only the unoccupied parts.

4. But there is another aspect of the case that should have attention in connection with the Commissioner's plea that the conditions of the Indians have no binding force on the Department. After being frightened by the threat of the permit system, the Indians were finally induced to consent to a lease by certain promises and representations made to them by the Department's agent. Mr. Bingenheimer admitted, before the Senate Committee, that the Indians agreed to lease only their *unoccupied* lands; that he "did not propose to lease anything they wanted to use;" that he distinctly promised them that the unoccupied land should be determined and its boundary fixed and staked out by a commission to be composed of three representative Indian chiefs and himself; and that this promise or agreement had not been fulfilled. (Sen. Doc. 212, pp. 84, 85, 89, and 90.) If Mr. Bingenheimer did not report these promises and representations to the Indian Office, and did not inform the Commissioner that the Indians were relying on them, he dealt unfairly not only with the Indians but with the Department whose agent he was. If, on the other hand, he did report them, and they were found objectionable, the Department should have disavowed them and given the Indians a chance to recall their consent. It may have been legal, but it certainly was not fair, to hold the Indians to their consent and at the same time repudiate the Bingenheimer promises by means of which that consent was obtained. This was evidently the view of Senator Jones (of Arkansas), who said before the Senate Committee: "The law requires that the consent of these Indians shall be had with regard to whatever shall be done with this land; and the statement was made by the Agent that the Indians, in their council, provided that a committee should be appointed to designate what were the unoccupied lands; and there can nothing else be done under the law in

regard to this agreement. . . ." The committee was to point out to the Agent what was unoccupied land. "When you go out" (addressing Commissioner Jones), "you point out a lot of land they have *not* designated, and you say if there are some who do not want to stay in it, they may fence off their land." (Sen. Doc. 212, pp. 89 and 87.)

This was evidently the view also of Senator Stewart, the Chairman of the Senate Committee, who said: "The Indians were to lease unoccupied lands, and it was their understanding that there was to be a committee of three appointed to designate them. That should be carried out."

5. The question that now presents itself is, "Why were the promises made by Agent Bingenheimer not fulfilled, and why did he not go out with the Indian committee last fall to fix and stake out the boundary of the 'unoccupied land' as he agreed?" The Commissioner's reply throws no light upon this question, but I can answer it, if he does not. The boundary-lines of the territory to be leased had been fixed in the Indian Office, and the leases had been drawn and printed before the Indians gave any consent whatever to lease any part of their lands. The Commissioner felt so sure, apparently, that the threat of the permit system would bring the Indians to terms that he decided what part of their reservation he would give to the cattlemen, fixed the boundary, drew up the lease or leases, and then ordered Agent Bingenheimer to call a council and get the Indians' consent to a cut-and-dried scheme. This, at least, is the explanation given by Mr. Bingenheimer himself, who now declares that his promises to the Indians were made in good faith, but that he could not fulfill them because the Commissioner took the whole matter out of his hands. With reference to his appearance before the Senate Committee in Washington last February, Mr. Bingenheimer now says: "I could only say what the Commissioner would let me say, and only know what he allowed me to know. If I had been free to speak, I could have told a whole lot." The fact that the interesting and valuable information which Mr. Bingenheimer evidently has with regard to this leasing business was

not drawn out of him by the Senate Committee on Indian Affairs is only another proof that, as I said in my first article, the proceedings of that Committee were "so unsystematic, inconsecutive, and inconclusive as to leave almost everything in doubt."

Senator Platt objects to my statement of this case. He is a man of unimpeachable integrity and honesty of purpose, and he evidently believes that I am misled, if not misleading; but if he had co-operated with Senator Jones, and had asked Agent Bingenheimer a few searching questions, he might have brought out the "whole lot" that the Agent says he could have told, and might thus have furthered the cause of justice and National honor. It was perfectly evident that the Indians were not getting "a square deal" at the hands of Mr. Jones, Mr. Bingenheimer, or both, and it was the duty of the Senate Committee to ascertain why.

The reason for the failure to keep faith with the Indians has been given by Agent Bingenheimer since my first article was written. On the 22d of March Commissioner Jones telegraphed the Agent to let Mr. Lemmon proceed with the building of his fence, on a line that would inclose thirty or forty Indian houses and a considerable part of the Indians' Grand River lands. As soon as the work began, the Indians called a council to protest against the fence-building, and asked Mr. Bingenheimer to be present and explain why he had not kept his agreement to go with them and run the line that this fence should follow. The council was held on the 12th of this month—the very date of Mr. Jones's reply to my article—and was attended by all the leading chiefs and most of the male Indians in the central part of the reservation. The proceedings were, in part, as follows:

Agent Bingenheimer—I have come here, at your request, to hear what you have to say. I am told that you do not want Lemmon to go on building his fence.

Thunder Hawk—Last spring we had two councils. You asked us to lend our land to the railroad. We did not wish to lease. We thought we had a right to refuse. The Commissioner frightened us by threatening to turn cattle loose upon us. Then, in the fall, you called a third meeting. We were helpless. We wanted to do the best we could to protect ourselves, so we agreed to lease thirty miles square on the northwest corner of the reserva-

tion where there were no houses. This council chose three men—Louis Primeau, Antoine De Rockbrain, and myself—to go with you and designate the lines. You said that you would meet us here, at Bull Head Station, and that you would go with us. We waited, but you did not come. We thought that when we had laid out the lines we should have an open council; that you and Lemmon would meet us and read the contract to us, and that we would then, together, come to an agreement like men.

Agent Bingenheimer—You are right, and I fully intended to do as you say. But right now, before all these people, let me say that if it had been left for me, I should have done just as I promised. But it was not left to you nor to me. Before I had submitted a report of that council to the Department, I was told that the Commissioner had made out the leases, and they were printed. I could do nothing. Those lines were run in Washington; your council had nothing to do with it. I did not send the council proceedings [to the Commissioner] until after the leases had been made out and the boundaries settled. I had nothing to do with it. . . . The reason that I did not go out with you to lay out the lines is because it was taken out of my hands by the Commissioner. I could not keep my promise to you.

Weasel Bear—The promise was that we lease only unoccupied land; that no man's homestead should be disturbed; that the leases should run so as not to interfere with the men who have built substantial homes. We do not know where the lines run, or how much land you have given Lemmon; but we do know that at least thirty-five of the Bull Head families are surely in the pasture, who went there to settle on land that they intended to take as allotments. These men do not want to abandon their homes. We forbid Lemmon to build a fence that will inclose these homes. The delegates who went to Washington put our case into the hands of lawyers. As we now understand, there has been no report made to us by these lawyers that we have lost our case. We were told to await the decision of the white man's court. If we can wait patiently for your courts, why should the Commissioner, who is holding such a high office under the President, be permitted to ignore your courts, and order Lemmon to build the corral around our people while the case is pending? We forbid Lemmon to build the fence.

Agent Bingenheimer—How are you going to live? Your rations are now so small that they do not half feed you. You need every dollar you can get. . . . I hope you understand that your rations were cut down last year fifty per cent. They will be cut again the first of July fifty per cent. . . . You have not enough to eat. What are you going to do? See these old people! They will starve if they do not have a full ration. You cannot live on the rations the Government will give you. You will have to work, and you can't find much work to do. This Lemmon lease will pay seven dollars a year per capita. If I tell

the Department that you do not have enough to eat, they will say that you had land to spare and would not lease it, and so I shall not be able to do anything for you. You ought to lease it to get this seven dollars a year. You will need it. Your rations are only half now what they were a year ago, and in July will be cut in two again. How can you live?

Weasel Bear—It is not money nor rations that we are considering. We are standing by our rights as men. This is our land, and we are the ones to decide what part we shall lease, or whether we shall lease anything.

Agent Bingenheimer—You are not leasing this land for nothing. You get big pay—seven dollars per capita yearly. You need this money. You have not enough to eat now. Look at your old people. They will starve on less than full rations.

One Bull—If I am stronger than Weasel Bear, and I go to him and say, "You have a good farm; I want it. You must let me have it," Weasel Bear says, "No, I settled on this farm to make a home for myself and my children. I have gathered property about me, and I am settled for good. In a few years I can support my family comfortably." I insist; I say, "That has nothing to do with the case. I do not want your place for nothing—I will pay you for it." Now, because I am stronger than Weasel Bear, though I will pay him well, would it be just or right or manly for me to drive him off and take his home? I say No! It is wrong! He does not want my pay. He wants his home, because it is his, and it is his right to refuse to sell or lend. We want to be treated like men, not driven like dogs. We came to the courts in Washington. We left our case there. We thought the courts would rule wisely and justly. As the courts had taken our case, we thought we were recognized as men; but now the Commission shows us that the white man's court is no better than his word; and while our case is in court, not yet settled, he orders Lemmon to go ahead and corral us. We are not brutes; we will not submit. Tell Lemmon to stop building the fence. Respect our manhood and we will obey the laws. We will lease the part that we selected. The land is ours. We will lease the northwest corner, and will go with you to make the boundaries, and in open council hear his offer and draw up the contract together. We forbid Lemmon to go on with the fence.

Agent Bingenheimer—I will write at once to the Commissioner, but I am afraid I can do nothing. You may sell fence-posts to Lemmon at six and one-quarter cents apiece, and you may haul the wire which is now at Evarts and will soon be at Fort Yates. You can earn a great deal of money in that way, and you people, not having enough to eat, ought to be glad to earn so much money.

One Bull—We are Indians and cannot live without wood and water. In winter we cannot live upon the high plains and keep our herds. We have to live along the streams, where there are ravines and brush and sheltered spots and wood and water. This lease will deprive a great many people of their shel-

tered homes. Streams and wood are scarce. We will not lease the best of our land. We will never consent to have our brothers corralled like cattle. We are men like you. Take the committee and go out with them and decide where Lemmon shall build his fence; we will agree to that.

After these speeches had been made, as well as short addresses by Grey Eagle, Rosebud, and Wakutemani—all to the same effect—Wakutemani said: "We ought to close this meeting by a rising vote on this protest."

Agent Bingenheimer—All willing for Lemmon to go on, arise. [Not one arose.] All who protest and wish me to write the Commissioner to stop Lemmon, arise. [The whole household arose, without a single exception.]

Rosebud—We desire to have our missionaries see the letter. We have decided, by a unanimous vote, that no more papers, contracts, etc., are to be signed by us until first seen by our missionaries.

Agent Bingenheimer—Who are they?

Rosebud—Father Bernard, Winona, and Mr. Deloria.

Agent Bingenheimer—I cannot do that. I will send just as strong a letter as I can; but I will not submit my letters to anyone. However, I will give you a copy and they can see the copy.

Rosebud—We do not mean that we cannot trust you, but we feel safer if our missionaries see what is said to be our expression; and if they have a copy they cannot say in Washington that we never said it, or that we said something else.

The meeting then closed.

I invite Senator Platt's attention to the proceedings of this Indian council, held only two weeks ago, and would like respectfully to ask whether, in his judgment, they are the reflection of a square, honest deal on the part of the officers of the United States? These Indians are not loafers or idlers. According to the report of Commissioner Jones for 1900, they raised that year 3,491 bushels of oats, barley, and rye; 19,971 bushels of corn; 10,016 bushels of vegetables, and 21,799 tons of hay. They cut 2,376 cords of wood, and transported from distant railway stations 2,332,000 pounds of freight. They owned at that time 10,082 horses and 12,213 cattle. (Report of the Indian Commissioner for 1900, pp. 668-699.)

They seem to have done their level best to earn their own living on a semi-barren, semi-arid reservation where there is little work to be had; where agricultural crops fail two years out of three on account of drought; and where cattle-raising is almost the only possible industry. Instead of recognizing their efforts to do what they

can while they are accumulating enough cattle for self-support, the Indian Office cuts down their rations fifty per cent.; gives them notice of another impending cut of fifty per cent.; threatens them with the permit system in order to force them to consent to a lease; ignores the terms and conditions of the consent thus obtained; turns cattlemen and half-wild Texan cattle into the occupied parts of their reservation; and finally, when they protest, tells them, through its Agent, that they will have to starve if they do not submit, and that they had better keep quiet and sell fence-posts to the lessees at six and a quarter cents apiece!

6. The Commissioner says, in his reply to my article, that the Indians are "willing and anxious" to lease their lands, and that all the opposition there is comes from a few squaw-men and half-breeds, "who see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practiced." I think the council proceedings above set forth are a sufficient answer to this statement. If the Indians are "willing and anxious" to lease, they have a queer way of showing it!

7. The Commissioner says: "The Walker lease exempts and excludes one township of land in the neighborhood of Bull Head Station which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families."

Since the beginning of this controversy between the Indians and the Commissioner—viz., in the early part of March—the Rev. T. L. Riggs, who has been long and favorably known in connection with mission work among the Sioux, made a careful investigation of the Standing Rock leases, at the request of the Indian Rights Association, and sent to that Association a full report upon the subject. Concerning the number of Indian families included within the leased district, he says:

"There appears to be fully as dense ignorance, on the part of those whose business it is to know, with regard to the number of Indians who will be affected by this leasing of land, as in the matter of land limits. Agent Bingenheimer tells the Senate Committee that eighty families

might possibly be included. He certainly knew better—or ought to have known better. Under the original calls for proposals, to include lands lying west of the range line between ranges 26 and 27, there could not possibly be less than four hundred families within the proposed lines. I do not know that any one has taken the trouble to make a careful census. It includes nearly every man, woman, and child on the rolls of Bull Head—a few short of one thousand persons. It also includes the great majority of those enrolled on the Upper Cannonball Station—the exact number of whom I was unable to learn—besides scattering families belonging elsewhere. . . . Under the final proposal, to lease lands extending only to the range line between ranges 25 and 26, there are within the limits of leased lands 232 families, according to Agency-ticket record." The exclusion and exemption of the Bull Head township would reduce this number by only 13. At the rate of four persons to a family, there would consequently be 876 Indians within the boundaries of the leased area.

"The Indians of Grand River," Mr. Riggs says, "owned, in 1901, 5,247 cattle, almost all of them within the limits of the Walker lease. Probably, with their

horses, they now own 11,000 head of stock. It would not appear that there is much land here that is suffering to be leased. The Indian delegate who said to the Senate Committee, 'We want that for ourselves,' evidently knew what he was talking about." (Report of T. L. Riggs to the Indian Rights Association, March 17, 1902.)

If a region that is inhabited by 876 Indians, with 11,000 head of stock, is not an "occupied part of the reservation," I should be glad to know what the Commissioner's definition of "occupied" is. At the rate of one head of stock to every forty acres (the proportion of cattle to land adopted by the Indian Office) these 11,000 horses and cattle would occupy a range of 440,000 acres—almost exactly the amount of land leased in this very region to Mr. Walker.

In view of this and many other discrepancies between the statements of Commissioner Jones on one side and the statements of the Indians and disinterested investigators on the other, there would seem to be urgent and pressing need for a thorough and impartial investigation of the whole subject by some person or persons not connected with the Indian Office.

Washington, D. C.

Notes and Queries

Will some reader give me some information in regard to the following: 1. Refer me to some book that will give a history of the Shawnee Indians; I want to know of their habits and peculiarities, the number of the tribe, their early headquarters, etc. I want this information in regard to them in the early history of the country—say about 1776. 2. To book or source of information concerning the early French trading posts; where they were and all the information I can get, such as would help me in describing one minutely. 3. Something as to the founding and history of Detroit, Michigan. If you will give me some help as to these points it will be greatly appreciated.

R. J. BIRDWELL,
Coleman, Texas.

3. See Cooley's "History of Michigan" (Houghton, Mifflin & Co., Boston, \$1.25); Farmer's "History of Detroit and Michigan" (Farmer, Silas & Co., Detroit, \$1.00); Hamlin's "Legends of Detroit" (Thorndike Nourse, Detroit, \$2).

On page 244 of Dr. Mark Hopkins's "Evidences of Christianity" is the following: "The objections brought by Archbishop Whately against the existence and general history of Napoleon Bonaparte are quite as plausible as any that can be brought against the existence and general history of Christ." I have made search in Whately's works, and am unable to find the passage referred to. Can you or a subscriber inform me as to where I can find it?

W. K. S.

Archbishop Whately published his "Historic Doubts" concerning the existence of Bonaparte in an anonymous pamphlet—anonymous merely to preserve its ironical character. He refers to it very briefly in his "Elements

of Rhetoric," page 118, Harper's edition. Perhaps some reader can tell us more about it.

After reading Dr. White's "Warfare Between Theology and Religion," Shaler's "Individual," and others, I would like to find some man, equally scientific, who would strike a deeper key—some man who, admitting the many myths, inaccuracies, and errors in the Bible, would still point to the divine in it; a man truly scientific, who, believing in our ascent from the lowest forms of organic life, believes just as truly in a divine life which has quickened and sustained this wonderful procession and which assures us of the immortality of our souls. Is there any scientific book written in this spirit?

For the testimony of a naturalist of the highest eminence see Romanes's "Thoughts on Religion" (The Pilgrim Press, Boston, or any bookseller can supply it at \$1.25). For a work done in a thoroughly scientific spirit, though not by a professional naturalist, see Dr. N. Smyth's "Through Science to Truth" (Scribners, \$1.50). Dr. White's work, it should be noticed, is careful to preserve the names of eminent men of science who were also men of Christian faith, as Lyell, Faraday, Asa Gray, and others. The proper title of Dr. White's work is "A History of the Warfare between Science and Theology in Christendom." (D. Appleton & Co., New York.)

By an unfortunate slip, not of the types, but of the mind or memory, we last week referred to Lord Kelvin's early name and title as Sir William Hamilton instead of Sir William Thompson. The latter name is literally "a thing which every school-boy knows."

The Outlook—March 29, 1902

Have Reservation Indians Any Vested Rights?

By George Kennan

Washington Correspondent of The Outlook

JUST west of the Missouri River and south of its tributary the Cannonball, partly in North Dakota and partly in South Dakota, lies an extensive tract of treeless, semi-arid land, known as the Standing Rock Indian Reservation. It is part of a much larger reservation which was made by virtue of a treaty with the Sioux in 1868, and which, twenty years later, was reduced in area by a partial extinguishment of the Indian title and the throwing open of half the land to white settlement. The Standing Rock Reservation is now the home of about thirty-seven hundred Sioux Indians, who live in comfortable houses along the Missouri River and the lower reaches of its tributaries the Grand and Cannonball, and who, with some aid from the Government, support themselves by raising cattle—the only industry for which that high prairie country is suited. These Indians, as described by Mr. James McLaughlin, who was formerly Agent at Standing Rock, "are well disposed and obedient to the will of the Government; are becoming more and more industrious and provident from year to year; and show a steady advance in civilization. A large number of them labor for themselves and others, not to please the Agent in the hope of gaining favors, as formerly, but for the returns that labor brings." Such Indians would seem to be pre-eminently entitled to sympathy, friendly encouragement, and just treatment.

A year or two ago the Chicago, Milwaukee, and St. Paul Railroad Company constructed a branch line from Roscoe to a point on the Missouri River nearly opposite the southeastern corner of the reservation, and, after having had an understanding, apparently, with certain stockmen of the neighborhood, undertook to persuade the Indians to lease a large part of their reservation for cattle-grazing, which would be profitable to the stockmen, and which at the same time would increase the business of the railroad. The Indians, however, objected, and, at

a grand Council summoned by the present Agent, Mr. Bingenheimer, and held on the 3d of May, 1901, they finally refused point blank to lease any part of their reservation, on the ground, primarily, that they already had fifteen thousand head of cattle and half as many horses of their own, and that they hoped soon to increase their herds to such an extent that all available pasturage—at least in the southern and eastern parts of the reservation—would be utilized.

On the 15th of May, 1901, the Indian Commissioner, Mr. W. A. Jones, who was then in New York, wrote to the Assistant Commissioner in Washington as follows: "I do not see that we can do anything as the situation stands, unless Agent Hatch could persuade those Indians to accept the permit system" (turning cattle into the reservation at a certain stipulated price per head for the grazing privilege). "I would like very much to have the surplus lands on those reservations" (Standing Rock and Cheyenne River) "used for grazing, but cannot do so without the Indians' consent, and it seems, at present, that we are unable to secure it. I would suggest that you correspond again by wire with Hatch and Bingenheimer as to whether the Indians have experienced a change of heart in connection with it, and, if so, I would issue permits at once."

Upon receipt of this letter, the Assistant Commissioner telegraphed Mr. Bingenheimer, the Agent at Standing Rock, as follows: "The Commissioner . . . instructs me to again wire you with a view, if possible, of securing consent of Indians for pasturage of 10,000 or 12,000 outside cattle south of Grand River, at the rate of \$1 per head. . . . Early action very essential. Wire answer."

The Indians still refused either to lease their lands or to allow cattle to be turned into their reservation on the permit system, and the negotiations, apparently, were dropped.

Five months later, on the 9th of last

October, the Indian Commissioner, who meanwhile seems himself to have "experienced a change of heart," or at least to have decided upon a different policy, wrote Mr. Bingenheimer, the Agent at Standing Rock, as follows: "You are advised that the Secretary of the Interior, on the 4th inst., granted authority for the permit system . . . of pasturage for outside cattle on the Standing Rock Reservation. . . . The system shall be inaugurated to begin January 1, 1902," and "the rate shall be \$1 per head per annum. . . . The matter should receive immediate attention [so] that the system shall be in working order on January 1st."

It will be observed that, in the interval between May and October, the Interior Department changed—or seemed to change—its view of the legal question involved in the case. In May the Commissioner wrote his assistant that cattle could not legally be turned into the reservation "without the Indians' consent." In October the Department decided to turn them in without reference to the Indians' consent, and without regard, apparently, to equity or law.

The decision and order were promptly communicated by Agent Bingenheimer to the unfortunate Sioux, who were completely taken by surprise and thrown into a panic. If ten or fifteen thousand wild Texan cattle were turned into their reservation, without restriction as to range, such cattle would naturally seek the best pasturage in the more settled region; the unfenced fields from which the Indians obtained their winter supply of hay would be overrun; the Texan cattle would mingle with their own, and the latter would be carried away in the round-ups; there would be disputes and quarrels over water privileges in the dry season; cowboys would be constantly meddling with their women, and there would inevitably be trouble of all sorts.

Conscious of their inability to make any effective resistance, and more afraid of the turning in of cattle on the permit system than of any other form of invasion, the Indians decided—virtually under compulsion—to lease a pasturing privilege in the unoccupied part of their reservation. They had repeatedly refused, before, to agree to this, and were still opposed to it; but, inasmuch as it would

enable them to keep foreign cattle in one place, away from their own homes and fields, while under the permit system such cattle might range anywhere, they decided to consent to it, as the lesser of two evils.

The Agent, Mr. Bingenheimer, thereupon drew up a form of agreement by which the Indians bound themselves to grant, for a period of five years, a pasturing privilege in "the unoccupied portions" of their reservation, payment for such privilege to be made at the rate of not less than one dollar per head for every animal admitted. This agreement contained no stipulation with regard to the area to be leased, and no description of its boundaries; but there was a verbal understanding with the Agent that the lease or leases should cover only the northwestern part of the reservation, which was then unoccupied, and that the boundaries of the leased tracts should be fixed and staked out by a joint commission composed of the Agent and three representative Indian chiefs, including their interpreter, Louis P. Primeau. The agreement was duly signed and forwarded by the Agent to Washington, and the Indian Office at once advertised for bids. The advertisements, however, in open violation and disregard of the written conditions of the Indians' assent, invited bids for grazing lands by the acre, and not for pasturage by the head of stock as stipulated. This was clearly disadvantageous for the Indians, for the reason that, upon lands leased by the acre, the lessees might, without additional expense, put two different lots of cattle in succession every year, while if the lease provided merely for pasturage by the head, payment would have to be made for the first lot, and then in turn for the second lot. It was also disadvantageous for the further reason that land leased by the acre might be overstocked by crowding it with cattle at all seasons of the year, and its value as pasturage be thus permanently impaired.

Disregard for the interests of the Indians was also shown in the shortness of the time given stockmen for action. It is customary, in cases of this kind, to allow a month to elapse between advertisement and the opening of bids, in order that competing stockmen may have ample

time to inquire, investigate, and make their proposals; but in this particular case there seems to have been some reason for unusual haste, inasmuch as the bids were opened only seventeen days after the appearance of the first advertisement. I shall suggest a possible explanation of this haste when I come to the Senatorial investigation of the transaction.

As soon as the bids had been opened, Mr. Bingenheimer, the Agent at Standing Rock, proceeded, in behalf and in the name of the Indians, to draw up leases for more than two-thirds of the whole reservation, including not only the unoccupied northwestern part (731,000 acres), but a large tract of nearly 500,000 acres in the central and southern part, where the Indians live and have their winter-hay fields. No attention whatever was paid to the verbal stipulation that the area to be fenced should be surveyed and staked out by a joint commission, nor to the written agreement that it should include only unoccupied land. On the contrary, the Lemmon lease was made without consultation with the Indians as to boundary, and without survey, while the Walker lease threw open to the stockmen some of the best and most thickly settled parts of the reservation, where the Indians have their homes, their little gardens, their winter-hay fields, and their cattle.

On the 13th of January, 1902, just after the opening of the bids, three of the principal chiefs of the Standing Rock Indians, namely, Thunder Hawk, Walking Shooter, and Weasel Bear, telegraphed Senator Jones, of Arkansas, as follows: "Four hundred families, residing within boundary of proposed lease, oppose leasing to syndicate. Indians on reservation unanimously protest. Our farms will be overrun and trampled upon. Our efforts at home-building and farming will be wasted. We ask you to investigate. Indians desire personal hearing. We are full-blood chiefs."

Upon resolutions offered by Senators Rawlins and Jones, the whole question of leasing lands in the Standing Rock reservation was finally brought before the Senate Committee on Indian Affairs, and was discussed by that Committee at a series of meetings held on the 16th and 23d of January and the 4th of February of the present year. Mr. W. A. Jones,

the Commissioner of Indian Affairs, made a statement of the case from his point of view; a hearing was given to a delegation of Standing Rock Indians who had come to Washington for the purpose of stopping, if possible, the execution of the Walker lease; and a large number of letters, papers, and documents were submitted for perusal and consideration. Although the questions, discussions, and proceedings generally of the Committee were so unsystematic, inconsecutive, and inconclusive as to leave almost everything in doubt, some light was thrown upon the policy of the Interior Department and the methods of the Indian Office in dealing with Indian affairs. When, for example, Senator Jones asked the Indian Commissioner the direct question, "Did you write a letter to somebody out there saying the permit system would be inaugurated?"—a question that it was impossible to misunderstand—the Commissioner replied, "No, sir; nor did anybody else." Senator Jones thereupon requested Mr. Primeau, interpreter for the Indians, to read the letter written by the Commissioner to Agent Bingenheimer on the 9th of October, 1901 (already quoted, in part, above). That letter expressly directed the Agent "to inaugurate the permit system of pasturage for non-resident stock," and to give the matter "immediate attention, so that the system shall be in working order on the 1st of January, 1902."

Inasmuch as this letter, threatening the Indians with the permit system, was the cause and beginning of the whole trouble, one might naturally suppose that the Committee would ask the Commissioner a few pertinent questions about it—why, for example, he did in October a thing that he had declared in May he could not do; why a course of procedure that was clearly illegal and impossible in the spring became legal and possible in the fall; and finally, why, in reply to a direct question, he declared he had not written a letter which was immediately afterward produced and read, and which he was then forced to admit was his own. No such questions, however, were propounded, and when the Commissioner, in what purported to be an explanation of the letter that he at first denied having written, declared, "There was no intention on my part, nor any one in the office, to force

the permit system or the leasing system upon these Indians," Senator Jones merely remarked, "I know you could not violate the law, but the question is whether the *Indians* knew it."

From the statements made before the Committee by the Indians, it is perfectly evident that they did *not* know it; that, as a matter of fact, they *were* forced into a lease of their unoccupied lands; and that they consented to such lease only because they thought it would afford a means of escape from a worse evil in the shape of the permit system, which was about to be "inaugurated" by authority of the Secretary of the Interior, and in obedience to an unconditional and peremptory order from the Commissioner of Indian Affairs.

The provisions and stipulations of the leases that were thus obtained from the Indians by coercion and threat are open to many objections, and they ought to have been made the subject of careful and thorough inquiry when the case came before the Senate Committee.

The Lemmon lease, for example, provides that the lessees shall pay the Indians a certain price per acre for the lands acquired; while the agreement signed by the Indians was that the lessees should pay a certain price per head for the number of cattle pastured in the leased territory. It would be interesting to know why this change was made, and what legal authority there is for getting consent to one form of lease and then substituting another.

The agreement with the Indians was for a lease only of "the unoccupied portions of the reservation;" while the Walker lease throws open to the cattlemen a large tract of occupied land, including both banks of the Grand River for a distance of twenty-five miles and taking in the homes, gardens, winter-hay fields, and stock ranges of hundreds of Indian families. Upon what basis of law or equity can an agreement to lease *unoccupied* land be made to justify the virtual confiscation of thousands of acres of *occupied* lands, where the Indians live and where they have made valuable improvements?

The Lemmon lease provides that the cattlemen shall fence in the leased area "with a good, substantial, cattle-proof,

barbed-wire fence, . . . such fence to be kept in good repair . . . and to revert to the Indians and become their absolute property at the termination of the lease."

The Commissioner was evidently aware of the importance to the Indians of such protection as this, because, in reply to a question from Senator Jones, he said emphatically: "The lessees cannot put a single head on there until they have fenced the land; there is no question about that." At a later period of the investigation, however, it appeared from the Commissioner's admissions that in the *occupied* territory covered by the Walker lease, where protection, of course, was most important and essential, the Indians would be expected to do their own fencing—that is, either protect themselves, at their own expense, from the lessees' cattle, or allow the latter to graze over their pastures and trample upon and ruin their improvements. "I will state," Commissioner Jones says, "as to the families living in the proposed leased tract, that we propose to give them all the wire they will need to fence their holdings, both as to their meadow lands and also whatever other tracts they may want. We insist that they shall do their own fencing, where they are able to do so, but we will give them the material." It is not quite clear whether the word "we" in this statement refers to the Commissioner and the cattlemen conjointly, or whether it is a plural pronoun standing for a single administrative bureau; but the ambiguity is suggestive rather than practically important. The significant feature of the statement is that the Commissioner, after frightening the Indians into an agreement to lease "the *unoccupied* portions" of their reservation, turns the cattle of the stockmen into the *occupied* portions, and then coolly informs the occupiers that if they don't want to have their gardens and hay-fields trampled over and their improvements ruined, they must, at their own expense, put up fences to keep the foreign cattle out. All that "we" can be expected to do—he seems to say—is to furnish barbed wire; and we do that as a concession of grace rather than an obligation of equity! According to a statement made before the Committee by Mr. Truesdell, one of the expert witnesses, an Indian who owned one hundred head of cattle, and who

wanted to keep them apart from the wild Texan cattle of the lessees, would have to build ten and a quarter miles of fencing in order to inclose a sufficient amount of pasturage. This would be a serious and difficult task, even if the wire and posts were on the ground; but the wire would have to be hauled from the nearest railway station, and the posts from the Missouri River—a distance in each case of from thirty to fifty miles. It would manifestly be impossible for any single family to haul fifty thousand feet of barbed wire and seventeen hundred posts a distance of thirty to fifty miles, and then dig seventeen hundred post-holes and nail to the seventeen hundred posts three separate strands of barbed wire. It could not possibly be done in a year, nor probably in two years; and yet, if it were not done, the Indians would have no adequate protection for their holdings and their cattle. It was in view of this apprehended difficulty, among others, that they stipulated, in their written agreement, for a lease of "unoccupied" lands only; but the Indian Office paid no attention to the agreement, and proceeded to give the Walker syndicate the lands that were best suited to its needs, regardless of occupancy, and then to throw on the Indians the burden of fencing.

But the circumstances that attended the awarding of these leases were quite as remarkable and significant as were the leases themselves. It is perfectly clear, from the evidence laid before the Committee, that certain cattlemen in the neighborhood of the reservation knew what was going on, and had formed a "pool" or syndicate to check competition, keep down rates, and, if possible, shut out other bidders. This may be inferred, not only from the shortness of the time allowed between advertisement and award, but from the fact that the bids had a very limited range—viz., from a minimum rate of three cents to a maximum rate of three cents and half a mill per acre; although grazing land in the Cheyenne Reservation, just south of Standing Rock, was leased at that very time for five cents per acre, and land on the other side of the Missouri River for twelve cents per acre.

But the existence of this local "pool" or syndicate of stockmen is not merely a

matter of inference and conjecture; it is a fact of record. In reply to a question from Senator Harris, Commissioner Jones said: "From the records of the Office it appears that they [the local stockmen] have come to some agreement among themselves. The land was divided into two tracts, and those who have cattle near the reservation agreed among themselves to put in a certain number of cattle divided proportionately on some basis. That was an understanding among the lessees." In other words, the local stockmen, who seem to have had early notice of the leasing plan, formed a syndicate and promptly put in their low bids. Then the quick action of the Indian Office in opening these bids protected them from the competition of other stockmen who, perhaps, were not so favorably situated, and who did not have time, after the advertisement and before the award, to get their proposals in. Senator Gamble informed the Committee that he had received complaints, based on this ground, from other stockmen outside the syndicate, and suggested that "the time for the opening of the bids might have been more extended." The Indian Commissioner did not explain why the time was not more extended, and when he was asked by Senator Jones whether three cents an acre was an adequate price for the grazing privilege given to the "pool," he replied, "I do not know anything about it."

Mr. William V. Wade, however, of Wade, North Dakota, seems to know something about it, and in a letter to Senator Jones, which was laid before the Committee, he says: "Seeing by the papers that you are taking some interest in the wrong being done the Sioux Indians by the renting of their reservation to a company with which the Commissioner of Indian Affairs is connected, I take the privilege of writing you upon the subject. I think it is all wrong, for the following reasons." After stating his reasons, Mr. Wade adds in conclusion: "A thorough investigation will show up some dark objects only slightly under cover."

Whether Mr. Wade's charge that the Indian Commissioner was connected with the syndicate to which the leases were made is well founded or not, I have no means of finding out; but that the Indian

Office has yielded in another similar case to a very strong "pull" of some sort is more than indicated in a remarkable series of private letters submitted by Senator Rawlins and printed in the Committee's record of its proceedings. The writer of these letters—a man named Harper—is, or was, interested with others in obtaining from the Uintah Indians of Utah a lease of land for mining purposes; the mining rights, when obtained, to be capitalized at \$3,000,000. He writes letters to his associates—apparently from the office and on the official letter-heads of the Assistant Commissioner of Indian Affairs—and from time to time reports progress in the effort that he is making to procure the desired lease. He more than intimates that he has a very strong secret "pull" in Washington; says that he is "hitting the high places;" boasts that a certain Dr. McDonald—a post-surgeon on the Uintah Reservation who has been opposing their plans—will shortly "be given a change of base for his health" (that is, will be removed, through the efficacy of his—Harper's—"pull"); says that "it may be advisable to lay low until he [the doctor] gets his orders and has gone away;" cautions his associates that "we must protect our good official friends," and "must not get any officer in a hole by anything we may say or do;" declares that "the powers that be" have impressed the Indians with the advantages to them from leasing;" arranges for a secret telegraphic cipher and a fictitious name, or the name of another person, to be signed to his own telegrams, "to preclude the possibility of its leaking out that I am associated in the matter;" and, finally, says to his correspondent "Jim," "The powers that be" are very anxious to have all correspondence destroyed. You will at least be very careful of same."

These letters have no direct bearing, of course, upon the Standing Rock case; but if they are genuine, and if the statements made in them are true, they would seem to show that the Indian Office, in the matter of negotiating leases of Indian lands, is not always actuated wholly and exclusively by a desire to promote the Indians' welfare.

Leaving this doubtful question, however, to be settled by the Senate Committee which is now investigating it, I will bring

as nearly as possible up to date the history of the Standing Rock case.

Frightened and discouraged by the attitude of the Indian Office, the Sioux decided to make no further opposition to the Lemmon lease, and even offered to extend it so as to take in about one hundred and fifty square miles of additional territory, provided the Commissioner would hold up the Walker lease, which covered the homes and holdings of several hundred families. This, however, the Commissioner refused to do, and as no definite action had been taken by the Senate Committee, the Indians finally resolved to carry the case into the courts. Through their counsel, the Hon. William M. Springer, they are now seeking an injunction to restrain the Secretary of the Interior and the Indian Commissioner from proceeding to execute the Walker lease, on the ground that it is in flagrant violation of the written agreement by virtue of which, ostensibly, it was authorized. The questions that will be presented in this particular case are:

1. Whether the Indian Office has any legal right to authorize and order the throwing open of a reservation to foreign cattle without the Indians' consent; and

2. Whether, having obtained their consent to one form of lease, the Commissioner may legally direct the Indian Agent to draw up and execute in their behalf a lease of very different form, for which no consent has been given.

The law under which such leases have hitherto been made is the Act of Congress of February 28, 1891, which provides that leases of Indian lands "may be made by authority of the council speaking for such Indians." The legal presumption would seem to be that Indian leases are not to be made without this specified authority; but, inasmuch as the statute does not expressly forbid the leasing of Indian lands without Indian consent, the Interior Department may now hold that it has power to ignore treaty rights; to regard the Indians as infant, or mentally incompetent, wards of the Government; and to do with their reservations whatever it pleases. That this view is now being taken, not only by officials and legislators, but by the courts, is clearly shown in many recent acts, statements, and decisions. In the dis-

cussion of this very case, for example, Senator Platt, of Connecticut, said: "I do not know but what the time has come . . . when we may have to disregard the letter of the treaties which we have made, giving such title as we have given to these Indians, and to proceed upon your" (Senator Rawlins's) "theory that whatever is best now for the Indians, years having elapsed, we will do."

Senator Rawlins's theory, as stated by himself in explanation of a bill to deprive the Indians of the Uintah Reservation of a part of their lands, without their consent, is as follows: "The legal proposition involved is this: The estates of infants and incompetent persons, incapable of contracting for themselves, are constantly disposed of by the authority of the State, and the proceeds derived are held for their benefit. That is the proposition. These are Indians who cannot intelligently deal with this subject independently. They are wards of the Government. This bill does not take away from them anything. It converts their land into a fund which will be applied to their benefit. That is constantly done in the courts of chancery under an order to sell the land of an infant to which the infant has title in fee simple."

In the case of Lone Wolf and other Indian chiefs against the Secretary of the Interior, which is now pending in the United States Supreme Court, the Court of Appeals of the District of Columbia held last week that "the treaty of 1868"

(the same treaty under which the Standing Rock Sioux hold their reservation) "certainly did not vest in the Indians, either in their individual or tribal capacity, anything more than the right to occupy the lands, as against the United States, *until it was found necessary to make other provision for them*. There was no grant of estates, either of freehold or leasehold—only a mere right to occupy and use the lands; but these rights of the Indians were sacred to them, as against every one, *until Congress made provision for assuming control over the lands and making other disposition thereof*."

If this decision be sustained in the Supreme Court, it will mark the beginning of a new departure in our Indian policy. There will then be no legal bar to the removal of all the American Indians from their reservations and the banishment of every man, woman, and child of them to Alaska or Porto Rico.

The Sioux ceded 9,000,000 acres of their land to the United States, in payment for the reservation they now occupy; but in the light of the decision just rendered by the District Court of Appeals, it appears that they acquired no title, "either of freehold or leasehold." We took their 9,000,000 acres, and gave them in return what now seems to have been a "gold brick," made by thinly gilding a metal that the Siberian miners call "zinc-deceit." We have ended one "Century of Dishonor," and are apparently about to begin another.

Winter in the Adirondacks

By Stephen Henry Thayer

The hills are white and silent. Lo, the lakes—
Immured in crystal tombs—lie still and prone.
The hoary forests, storm-clad, grieve and groan.
Whene'er the frost-spurred tempest, lawless, breaks
From yonder mountain fastnesses, and makes
For cloistered solitudes, you hear it moan
As 'twere in pain: yet, list the lyric tone
Of the brooklet's echo as it awakes
In rocky caves!

"Silent," did I say? Nay,
Nature's never silent. From hollow grotes
To loftiest pinnacle her voices rise:
She, too, like man, is troubled night and day!
But midst the lonely sadness of her notes
Does not her heart dream of its paradise?

Pensioning Street Railway Employees

By H. H. Vreeland

President Metropolitan Traction Company of New York

THE necessity for providing some systematic means of support for men who have become incapacitated for duty by age or other infirmity is being recognized by employers of labor throughout the country. Manufacturers, railroad and other corporations realize the wisdom and justice of such a plan. The present idea of appropriating a fund for pensions is not new. I had it in mind when I took charge of the twenty-odd street railways making up the present Metropolitan system. I then found that there was a regular lack of unity of interests among the men employed on the various lines throughout the city. It was apparent that among men brought together by the recruiting methods then in existence, social intercourse for mutual benefit and improvement was practically impossible on account of the brevity and uncertainty of the tenure of employment, and my first efforts were directed to correcting this instability. I found that men were employed in a majority of instances through political influences, and with very little reference to their capacity or adaptability to the work they were expected to perform, with the natural result that discharges among four thousand men amounted to about three hundred a month. Immediately a reformation in the recruiting methods was inaugurated, and the Metropolitan began to select its labor in the open market, where it secured the best that was offered, making character, health, and intelligence the only qualifications necessary in order to enter the ranks.

Within a year the results of this reform began to manifest themselves in all directions, and, while the number of operatives was rapidly increased, the number of discharges steadily decreased to as many in a month as had previously occurred in a single day.

Coincident with the reform in recruiting, there was developed a system of discipline at once rigid and equal. No man was to be deprived of his employment without a hearing and for reasons

that were explained to him, and the arbitrary power of small officials was curtailed and centralized. My men acquired dignity, responsibility, and efficiency, and the time was ripe for furnishing some means of social amusement and benefit. Then came into existence, through the action of the men themselves, the Metropolitan Street Railway Association, which is justly regarded as the most effective organization of its kind in existence. It is unpatronized by the corporation whose property it operates, it pays its own bills, nurses its own sick, and buries its own dead on a system devised by a Board of Trustees of its own election, and gives in fact the cheapest and promptest known insurance. During the brief term of its existence it has collected, distributed, and invested (in the securities of the properties its members operate) over \$100,000. Its main objects are to secure to its members free medical attendance, one-half of the wages in case of illness, and \$300 in case of death. These purely material benefits, to say nothing of the monthly entertainments, theatrical, athletic, musical, and instructive, are secured to members at an expense of fifty cents a month. It has a library of over fifteen hundred books, and there are pool-tables and other means of recreation, representing an outlay of about \$8,000. This reform in the recruiting methods of the Metropolitan Company, steadying, as it did, the employment in a single community of over fifteen thousand able-bodied wage-earners, was an immense civic service to which very little attention has been paid.

This system provides for voluntary and involuntary retirement of all employees so included between the ages of sixty-five and seventy, after twenty-five years' service in the Metropolitan Street Railway Company or any of its constituent companies. Employees benefited by the system will be of two classes:

First: all employees who have attained the age of seventy years who have been continuously in such service for twenty-five years or more preceding such date

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of maturity; and, second: all employees from sixty-five to sixty-nine years of age who have been employed twenty-five years or more in such service who, in the opinion of the trustees of the pension, have become physically disqualified.

The pension allowance to such retired employees shall be upon the following basis:

(a) If service has been continuous for thirty-five years or more, forty per cent. of the average annual wages for the ten previous years.

(b) If service has been continuous for

thirty years, thirty per cent. of the average annual wages for the ten previous years.

(c) If service has been continuous for twenty-five years, twenty-five per cent. of the average annual wages for the ten previous years.

The fund from which payments will be made will be appropriated each year by the company, and employees will not be required to contribute to it. My object in establishing this department is to preserve the future welfare of aged and infirm employees and to recognize efficient and loyal service.

Immortality: An Easter Sermon

By Lyman Abbott

Why seek ye the living among the dead?—Luke xxiv., 5.

IF one gathers out of the Bible its texts to get its teaching respecting the future state, he will find himself, in my judgment, in a maze of contradictions. He will find some texts which declare almost explicitly that there is no hope in death, and other texts which declare very explicitly that there is hope in death. Nor am I able to see any way in which these apparent contradictions of the Bible can be reconciled except by recognizing the fact that among the Hebrew people, as among all peoples, there was a growth in spiritual consciousness, and that the earlier teachings were those of men who were groping in the darkness, and the later those of men to whom the fullness of light had been vouchsafed.

If we begin with the earliest record, we find in that story of the Garden of Eden immortality dependent apparently upon a certain fruit. So long as men ate of that fruit they would continue to live. But Adam and Eve had sinned, and that they should continue to live forever in sin, this was awful, and therefore they were expelled from the garden lest they should eat of the fruit of the tree of life and live forever like the gods. This death was inflicted on them as a penalty for transgression, and so in all the earlier history of Israel it was regarded. So in a great many Christian households today—and perhaps in some Christian pulpits—it is regarded as a penalty visited

on men for sin, who, if they had not sinned, would have lived immortally on this terrestrial sphere.

If you pass from this earliest record down a little later through the patriarchal age, there is no intimation of hope in death. When Abraham buried his wife, there was no gleam of hope of meeting her beyond the grave—at least none apparent. When Jacob was about to be gathered to his fathers—that was all. It was to be buried in the same grave; it was entering the same company of the sleeping. When Moses came upon the scene and issued laws, he accompanied those laws neither with threatening of penalty beyond the grave nor with promise of reward beyond the grave. He neither suggested a heaven for the virtuous nor a hell for the vicious. He simply indicated penalty and reward in this present life. There is not a suggestion throughout the books of law of a life beyond the grave. When we come down to the time of Samuel, then first appears a belief in spiritual existences after death; but it is a vague and shadowy belief, and the existences are themselves disembodied and shadowy existences. It is from a vague Sheol that the disembodied spirit of Samuel is summoned by Saul; whether we regard that as a real summoning of a spirit, or a trick played upon him by a wizard woman, is immaterial—the fact indicates a belief that had slowly arisen of a disembodied existence beyond the

grave. But that was all. In the earlier prophets there is nothing more than this: men are gathered to their fathers; they fall asleep; they go to the grave. As one of them says, Corruption is my father, and the worms are my mother and my sister. Perhaps as striking an illustration as any is to be found in Hezekiah's psalm. He had been told that he must die; then this edict had been taken back, he had been given a longer lease of life, and he writes a psalm of thanksgiving on this restoration of his life:

I said in the cutting off of my days, I shall go to the gates of the grave: I am deprived of the residue of my years. I said, I shall not see the Lord, even the Lord, in the land of the living: I shall behold man no more with the inhabitants of the world. Mine age is departed, and is removed from me as a shepherd's tent: I have cut off like a weaver my life: he will cut me off with pining sickness: from day even to night wilt thou make an end of me. Like a crane or a swallow, so did I chatter: I did mourn as a dove: mine eyes fail with looking upward: O Lord, I am oppressed; undertake for me. What shall I say? he hath spoken unto me, and himself hath done it: I shall go softly all my years in the bitterness of my soul. O Lord, by these things men live, and in all these things is the life of my spirit: so wilt thou recover me, and make me to live. Behold, for peace I had great bitterness: but thou hast in love to my soul delivered it from the pit of corruption: for thou hast cast all my sins behind thy back. For the grave cannot praise thee, death cannot celebrate thee: they that go down into the pit cannot hope for thy truth. The living, the living, he shall praise thee, as I do this day: the father to the children shall make known thy truth. The Lord was ready to save me: therefore we will sing my songs to the stringed instruments all the days of our life in the house of the Lord.

Turn over to the Book of Revelation and see whether the "dead cannot praise thee," and whether "they that go down into the grave cannot hope for thy truth"—the Book of Revelation, which draws aside the curtain and shows the dead making the whole heavens resound with their rejoicings and their thanksgiving.

Little by little there grows up a better hope, but it appears for the most part—indeed, I am inclined to think exclusively—in the later writers—at least in those whom modern criticism regards as later; now in a late Psalm, now in the utterances of Job, now in one of the conflicting voices which run through the Book of Ecclesiastes. But these notes of hope are like sunshine that strikes through the

clouds of a cold November day—they come for a moment and they are gone again. Perhaps the most striking of them is that exultant shout of Job. He is in despair, indeed. He laments his life; he sees nothing but death before him; to him the grave is the end; and yet out of this very despair his faith in a just God brings forth a hope, and in the midst of his long plaint he strikes one jubilant song: "I know that my redeemer liveth, and though worms destroy this body, yet apart from my flesh shall I see God." And then the clouds gather over again, the sunshine disappears, and he falls back again into the same plaint, the same sad and almost hopeless strain.

This prevalent conception in the Old Testament time is illustrated by the figures which are used in the Old Testament to illustrate death; and very marked is the contrast between the figures in the Old Testament and the figures in the New Testament. My life, says one writer, is like water poured out upon the ground: there is no hope of gathering it again—it is gone, absolutely, hopelessly, entirely gone. My life, says another, is like a shadow: it is here this moment, it has disappeared the next. My life, says another, is like a cloud: it hangs in the heavens for an hour, then the sun rises, blots it out of existence, it disappears—other clouds may come, that cloud will not return again. Life, says one, is like a shepherd's tent: it is taken down—will it be set up again? He does not know, he does not suggest. The tent is gone. Life is like a thread in a weaver's loom: it is broken, it is cut—will some skillful hands gather the ends of these threads and knot them together again and go on with the weaving? He does not know. It is cut—the end has come. These are the figures of the Old Testament. I fail to find one that has in it the hopes which I shall show you, in a moment, run through the figures of the New Testament.

When Jesus Christ came into the world, then, the faith in Judaism was a conflicting faith. There were the Sadducees, who did not believe in any resurrection, any immortality; death ended all for them. There were the Pharisees, who believed in a resurrection, but it was a far-off resurrection; the dead dwelt in a shadow-land; they were disembodied spirits. The

Hebrew conception in this respect was not different from the Greek conception. There was no activity and no life apart from the body. They waited until the resurrection morn. The bodies, therefore, must be preserved, and the greatest pains were taken to preserve them by embalment, that when the time came for the soul to reassume its life it could re-enter the body and begin its life again, in some future resurrection. This was the faith of Palestine when Christ came to the earth; and—I speak with some reserve—Christ was the first one in human history to teach the absolute continuity of life. I do not find that teaching—I do not say that it does not exist, it is never safe to utter a universal negative—but I do not find that teaching either in pagan or Jewish literature prior to that time. This was the message that Christ brought on this subject: Life is continuous; there is not a break; there is not a sleep and a future awakening; there is not a shadow-land from which, by and by, the spirits will be summoned to be reunited to the embalmed corpses; life goes on without a single break. This was the essence of Christ's message. It is true, like all other philosophical statements, it must be gathered from his teaching rather than found explicitly expressed in it, and yet it seems to me to be clear enough. It is expressed by his promises. I give unto you, he said, eternal life; I give it here and now; it is a present possession. The eternal life which the Pharisees thought was to come in some final, far-off resurrection, Christ said, I hand it to you; it is yours from this moment; you *have* eternal life if you believe in the Son of God. It is indicated in what he said to Martha when he came to the tomb of Lazarus. He said, Your brother shall rise. She said, I know he shall rise in the judgment, in the last day. Christ said, No, you are mistaken; he who liveth and believeth in me shall never die; for him who has faith in the Messiah there is no death; I am the resurrection and the life. The believer takes that resurrection, takes that life, lives on with an unbroken life. The thread in the weaver's loom is not cut, it simply goes out of human vision. That is all.

Christ himself is about to die, and what is his message to his disciples? Why, this: You think I am going to disappear,

to be as though I were not. Not at all. I go back to my Father, and yet in going back to my Father I do not go away from you. I live, my Father liveth with me, I live with him, I live with you, I will come again and make my abode with you; my life does not break off, does not carry me away from you, I continue to be in your presence and companionship more than ever before. It is for my advantage that I should go, for I am going to my Father; it is for your advantage that I should go, because I can serve you better, live more with you, be closer to you, than I ever was in the flesh.

This teaching is intimated in the three resurrections which Christ wrought. He comes to the maiden and says, She is not dead, she is sleeping. He takes her by the hand and says, Arise! He puts back the living soul into the tenement. Yes, the tent had fallen down, and he calls the tenant back, re-erects the tent, and puts her in it. He meets the boy borne on the open bier. The two strange processions meet—one with a jubilant throng flocking after the Life-Giver, the other a mourning throng flocking after the bier—the procession of life, the procession of death. He stops them both, and takes the young man by the hand and says, I say, Arise! and calls back the spirit and puts it in the frame again, gives the boy back to the mother. He comes to Lazarus. The message is the same. "There is no death; he is not dead, he is asleep." And then when the disciples do not understand, he says, He is dead. But at his bidding they roll away the stone, and he calls to Lazarus, as though to indicate that Lazarus was not beyond the reach of his voice, and the spirit comes back and fills again the body and animates it. Lazarus not far off, Lazarus not dead, Lazarus living and close at hand.

Finally, he gives it most illustrious exemplification in his own resurrection. He tells them his life will go on, but they cannot believe it. When he rises and returns to the body, or, if you prefer, appears in a spiritual body to the opened eyes of his disciples—it makes very little difference which hypothesis you take—he gives them ocular demonstration that he is a living Christ, that it was not in the power of Pilate to put him to death, that the broken heart did not slay him,

that he lived on. Thrusting away the body did not weaken, impoverish, or destroy his life.

Paul getting his first glimpse of the risen Christ in the heavens is always the apostle of the resurrection, and this is his message from beginning to end: an unbroken, a continuous, life. This is the meaning of that fifteenth chapter of First Corinthians. Not that by and by the grave will open and the dead will come forth. Not at all. Every death is a resurrection, and the life is independent of this earthly body. Paul has argued for immortality, and then he says:

But some one will say, How are the dead raised? and with what manner of body do they come? Thou fool, that which thou sowest is not quickened, except it die: and that which thou sowest, thou sowest not the body that shall be, but a bare grain, it may chance of wheat, or of some other kind; but God giveth it a body even as it pleased him, and to each seed a body of its own. All flesh is not the same flesh: but there is one flesh of men, and another flesh of beasts, and another flesh of birds, and another of fishes. There are also celestial bodies, and bodies terrestrial: but the glory of the celestial is one, and the glory of the terrestrial is another. There is one glory of the sun, and another glory of the moon, and another glory of the stars; for one star differeth from another star in glory. So also is the resurrection of the dead. It is sown in corruption; it is raised in incorruption: it is sown in dishonor; it is raised in glory: it is sown in weakness; it is raised in power: it is sown a natural body; it is raised a spiritual body. There is a natural body, and there is a spiritual body.

To make this meaning still more clear he adds: "Flesh and blood cannot inherit the kingdom of God." If the body were to rise, you would only be back where you were before. If the body were to rise, it would be as if the bird were put back into the egg; as if the butterfly were put back into the chrysalis; as if the full-grown man were put back into the cradle. If it did rise, it would be a harm, not a help. There is a spiritual body; that is, there is a new organism for the new function and the new life and the new condition. If the flesh and blood could rise, there would have to be another death before the soul could come into the kingdom of heaven.

I have spoken of the Old Testament figures. Contrast with them, for a moment, four of the New Testament figures. The first is sleep. The Psalmist had

said, "He giveth His beloved sleep." The New Testament repeats the figure: "Lazareth sleepeth;" "She is not dead, but sleeping." When Stephen falls a martyr under the shower of stones, it is said of him, "He fell asleep." This is the first figure. The child is weary with his toil and sated with his play. The long shadows fall aslant the lawn, and the mother, wiser than her child, goes out and calls him. Fretfully and reluctantly he comes, answering her beckoning. He does not wish to leave his sports, he wishes still to stay, and she takes him to her arms and rocks him to sleep, that she may fit him for new toil and new happiness on the morrow. Death is Christ standing at the door and saying, Children, your work is over and your plays are done, and twilight has come; let me give you rest;—and we, fretfully and reluctantly answering the summons, come weeping to the grave that will give us what he gives his beloved—sleep.

Death is an exodus. It is said that on the Mount of Transfiguration Christ spoke of the exodus which he was about to accomplish at Jerusalem; it was as a going forth from a land of bondage to a land of liberty. The Children of Israel are in Goshen. They are fed, clothed, housed; but they are slaves. And when Moses comes to summon them, they hesitate to respond to his summons. They dread the Red Sea and the long wilderness journey, and the experiences through which they must pass to the Promised Land. But it is a message of emancipation and deliverance, nevertheless. We are here in a land of Goshen; in bondage to our flesh. Who does not sometimes feel the limitations of his own body? Who does not sometimes feel as though he could understand the impatient bird that wishes to spring from the cage and fly away? And death is the voice of Moses coming to men and saying, "You are to be slaves no longer; you are to be bound by your chains no more; the land of liberty is before you." Death is a proclamation of emancipation.

Death is unmooring. "The time of my unmooring," says Paul, "is at hand." The ship is fastened to the wharf; it is lying there to be finished. It stands in the stays, and the workmen are still upon it with hammer and saw. That is what

we are in this life. No man is ever finished. We are here in the making. We are upon the stays, where with tool and implement, with saw and hammer, we are wrought upon—sometimes very much to our discontent—until by a long, slow process a man is made; and then when the time has come and God is ready, he knocks away the underpinning, and the ship breaks from its ways out into the element which we do not understand, but the element for which God is preparing him. In Mrs. Gatty's "Parables from Nature" is a beautiful parable—I wish I could have a congregation of children here a few moments and read it to them—of the grub of the dragon-fly in the water wondering what the world outside is, of which it sometimes hears, and feeling within itself the strange, inexplicable yearning that it cannot understand, and bidding its companion grubs good-by, saying to them, "If there is another world, as they say there is, I will return and tell you all about it;" and finally climbing up out of the water into the sunshine, and emerging from the shell and skimming the surface of the water and sailing about in the upper sphere around the pool, but never able to go back and tell what its emancipation has been. Death is an unmooring; it launches us into our true, real element.

Death is home-coming. "In my Father's house are many mansions." Christ does not mean that in heaven there are many different rooms. What he means is this: in the universe there are a great many dwelling-places; this world is not the only dwelling-place; you are not to imagine that life goes on here merely; in my Father's universe there are a great many different dwelling-places, and I am going to prepare a place for you, that when your time of sleeping, your time of emancipation, your time of unmooring, comes, you may not come to a strange country. Shall we recognize our friends in heaven? I am sometimes asked. Well, we certainly shall, if there is a heaven. Pearly gates and golden streets and magnificent temple and harps do not make heaven. Love makes heaven. And the love of friends, sanctified, consecrated, reaching up to love of God, makes home and will make heaven our home. Death is a home-coming.

So this Easter day my message is the old, old message you have heard so often, but it is worth while to hear it again, at least every Easter. Life is continuous, there is no break; the flower is not cut off by the sirocco; the water is not spilled upon the ground never to be recovered; the weaver's thread is not cut, broken, lost. No! Death is Christ saying, Come, weary one, and I will give you rest; death is Christ saying, Come, enslaved one, I will give you liberty; death is Christ saying, Come, immigrant, I will take you out of the land of your bondage; death is Christ saying, Come, lonely and solitary one, I will take you to your home. There are children waiting for some of you; parents waiting for some of you; friends waiting for some of you; the husband is there waiting for the wife, and the wife is there waiting for the husband, and the pastor is there waiting for many a friend; and when we take the mystic ship and sail across the unknown sea, it will not be on a foreign shore that we shall land, but they that have gone before will troop out to welcome us, and we shall be as at home.

Paul says in the First Corinthians that the last enemy to be destroyed is death. He does not mean that by and by it will be destroyed. What he means is this: Of all the enemies men have dreaded, that which they have dreaded most is death, and Christ has destroyed even that. We dread it no more. "O death, where is thy sting! O grave, where is thy victory! Thanks be to God, through our Lord Jesus Christ, which hath given us the victory." As on a Christmas Day the father attires himself as Santa Claus, and comes in, bringing his hands full of gifts, and the little children do not know him, and are frightened at his coming, and cry and run away, so death is but Christ disguised—coming to bring rest to the weary, liberty to the enslaved, home to the one who is lonely in a foreign country. Death is destroyed; nay, is transformed. Picture him no longer as a skeleton with scythe and hour-glass in hand. That is pagan. See the cross in the one hand and the outstretched palm in the other, and hear from his lips the invitation, "Come unto me, all ye that labor and are heavy laden, and I will give you rest, and I will give you life."

Tuskegee Cotton-Planters in Africa

By J. N. Calloway

A year and a half ago Mr. J. N. Calloway, one of the teachers of agriculture at Tuskegee Institute, in Alabama, was hired, with three graduates of the Institute, by the German Colonial Economic Society to go to the German colony of Togo, in West Africa, to teach cotton culture to the natives there. Mr. Calloway, who had been allowed leave of absence for a month's visit home, has just returned to Togo, taking with him several more young men from Tuskegee, skilled in cotton culture, who are to be located among the natives as model farmers. This is not in any sense an emigration scheme, as all these persons were hired to work at a salary by the Colonial Society. To Americans, and especially to all who have followed Mr. Booker Washington's work at Tuskegee, it is gratifying to note that the Institute is now sending out skilled negroes as instructors in practical knowledge to the land of their fathers. When Tuskegee is endowed, as it should be, its present usefulness will be greatly increased.—THE EDITORS.

OUR voyage from Hamburg to Togo on a coasting steamer was pleasant and uneventful, except that a storm, which shook up the cargo considerably, caused a fire to break out in a number of cases of matches. As a good portion of our load below deck was made up of gunpowder and gin, we did not feel quite comfortable until we were sure that the fire was put out. I speak of this here not so much as an incident of the voyage as because it is an indication of the nature of too much of the trade with some parts of Africa.

The first place at which our steamer stopped so that we could go ashore was a town in Portuguese territory which once was a center of the slave trade. The town is surrounded by a high brick wall, and the gates in this wall are tightly closed at night even yet, on account, we are told, of the ill feeling which the natives still have towards the Portuguese as a result of the slave trade. It seems quite certain that the ancestors of at least two of our party were brought from this part of Africa.

Lomé, the seaport of Togo, is a neat German town with broad streets. Togo is about as large as the State of North Carolina. It lies upon the north coast of the Gulf of Guinea. It was decided to locate our plantation near a German station called Misahohe, sixty miles inland. The natives, under the pay and direction of German officers, have built good roads through much of the colony, and if we had had a buggy and anything to draw it we could have driven easily the whole sixty miles. So far, though, neither horses nor oxen have been able to withstand the effects of the bite of the

tsetze fly there, and it is necessary to depend upon native labor. A company of native carriers was engaged to take our goods inland. Among other things, we had taken out from America two lumber-wagons—one of them made by students in the carriage-shop at Tuskegee—one hundred and fifty bushels of cotton seed, and a quantity of farming tools. We proposed to have the natives put the goods into the two wagons and then draw the wagons, but to this the natives objected. They had never seen such vehicles before, and were afraid that they would get away and run over them. They offered to carry the wagons in on their heads, but we finally decided to leave them until the horses were sent out later. Each native carries sixty pounds of freight upon his head, and the journey of sixty miles is made in two days. The regular pay for a man for this work is five shillings—\$1.25—for the trip, and he boards himself. The young men of our party walked. I was carried in a hammock slung to a pole fastened to two boards borne upon the heads of four men. Some of those who were at the World's Fair at Chicago will remember seeing the man who was in charge of the Dahomey village on the Midway Plaisance being borne about in this same way.

When we arrived at the place where our plantation was to be located, the German official in command of that station sent word to the native chiefs that I wished to engage men to work, and two or three days later they and their headmen assembled to confer with me. They squatted down in a semicircle, and I talked with them through an interpreter. As a result we had plenty of laborers.

We laid off one hundred acres of ground, which, like most of the ground there, was covered with a dense growth of stout grass, in many places twenty feet high. Men cut this grass and then dug up the ground with stout spades. Women and children shook the dirt out of the grass roots and piled the roots up to be burned. The wages paid ranged from ten to twenty cents a day, and the people boarded themselves. The natives seemed to me to be willing to work, considering how little accustomed they have been to steady employment, and how easy it is to exist there with little labor. They seemed interested in the new methods of work which we employed, and I think they will be glad to learn them. As a general thing, they are a happy people, easy to get along with. They are fond of singing, and if there is a hard piece of work to be done, it pays to hire one man to sit down by the field and beat a bass drum. Then the others will sing an accompaniment and work. It seemed to me that I saw a resemblance between their music and the plantation melodies of the colored people in the South.

At first I leased the land we cultivated, but later I bought this and four hundred acres more, so that now we have five hundred acres. I paid about one hundred and fifty dollars for the whole of this, but that was considered a high price. A missionary who had a station very near us occupied a piece of over a hundred acres of land for which he had paid only seven dollars. The land is all owned by the natives unless it has been bought from them by some one, or, as in a few cases, confiscated by the German Government for some misdemeanor. Of course there have been no written records until the Germans occupied the colony in 1884.

The people who live inland are called "Bushmen," but this is simply to distinguish them from those who live on the coast; it does not mean, as I had thought, that they lived by themselves in the forest. Instead of that they live in small villages. Their homes are mud houses usually about six by eight feet square. Their household furniture consists of a mat to sleep on and a few pots to cook in. The men are apt to have more than one wife. It is rare that a Bushman has more than

four wives, but I heard of a trader who had nine. The traders' wives are quite commonly employed in the business of their husband. They do not live in any one place, but are located at various points—sometimes as much as a hundred miles away—where they act as sub-agents and saleswomen. Each Bushman's wife has a house to herself, and her own farm to carry on. The women and children do most of the work of cultivating the fields, although the man of the house—or houses rather—sometimes has a patch of land also that he takes care of when he is at home. His farming is apt to be interrupted by trips to the coast to act as a carrier, since for this work he receives money or its equivalent in goods. As so much more freight comes into the colony than goes out, the rate going to the coast is much lower. A man thinks himself lucky if he can find a load of palm kernels or something of that kind to carry down, and is glad to carry sixty pounds the whole sixty miles out for two shillings, instead of the five shillings which he will get for bringing the same weight back.

The fact that wives are bought makes girl children at a premium, and girl babies are more welcome than boys. A girl is often betrothed or sold by the time she is five years old to the father of a boy for his son's wife when she gets old enough. In such case as this, though, not more than \$1.25 is paid for her, as there is always the danger of death or accident. A good-looking girl of marriageable age is worth as much as seven dollars. If she is a very good-looking girl, or especially desirable for any reason, the father is apt not to be willing to sell her to a Bushman, but to look about for a clerk or trader who will be able to pay as high as fifteen or twenty dollars, or perhaps even more, for a desirable wife. The women do not always get on well together. Not so very long ago a young woman, the wife of a trader, came to our house to sell silk handkerchiefs. She was so unusually good-looking and intelligent that her husband had paid sixty dollars for her. She took quite a fancy to one of the young men who went over with me, and tried to induce him to buy her. She said that the reason she did this was that her husband had several other wives and

she did not like to be one of so many; she wanted to be a man's only wife.

There are German Protestant and Catholic missionaries in the colony, and a considerable number of native missionaries trained by these people, and some of them by English missionaries who were there formerly, I think. The man of whom I have spoken, whose place is near ours, was one of the last-named class. These teachers have not only trained the natives in religion and in books, but also in the trades. For instance, if I want a suit of clothes, I send my "boy" to a town called Kpalime, one hour's journey from our place. By noon the tailor is at my house to take my measure, and in a few days he delivers the clothes. Kpalime is a town of about one thousand inhabitants. There are only two white men in the place, both German traders. The tailor and the other tradesmen either learned their trades of the missionaries or else from some one who did learn of them.

Europeans and Americans wear the thinnest possible underclothing, and then a suit of thin white cloth or of khaki cloth. The native men wear a loin-cloth and another cloth which they wrap about them, something like a Roman toga. When on the road, they take this cloth off, and, rolling it up into a sort of turban, put it on their heads as a cushion on which to rest the burdens which they are carrying. By the time the children are four years old they begin to practice carrying burdens on their heads. Largely as a result of this exercise, I think, they are a superbly straight and muscular people. The women wear a cloth draped about the hips, and sometimes another cloth wrapped just beneath the arms. All go barefooted, unless it is for a sandal. I did not see a pair of stockings worn by a native all the time I was in the colony. This bareness of dress does not mean poverty so much as adaptation to the climate. I have seen many women with only two cotton cloths on, weighted down with heavy chains and bracelets of gold; while frequently, especially on the coast, a barefooted woman will have a piece of beautiful silk wrapped around her body and an elegant India shawl thrown about her waist. When a woman is sold in marriage, the money paid does not go to the father alone, but is divided up among

all the kin, and if, as is often the case, the purchase price includes a portion of gin, the entire family joins in the celebration that follows.

A part of the natives are Mohammedans. These are mostly those who have migrated to this colony from the Niger River country in the north. The Bushmen are pagans. They have two deities—one a supreme being who is good, and who, because he is good, they dare to neglect. The other is half good and half bad. This god seems to take the place of the popular conception of a devil. They try to propitiate him at times, especially if they are in trouble or have met with any misfortune. Each community has a sort of priest to this god. An image of this god is made of mud, in a little thatched hut of branches, and offerings are placed before it. In general, though, the people show how little real respect they have for this god by trying to cheat him with things which they would not eat themselves. When a person dies, he or she is buried and the dirt tramped down until the grave is obliterated. Then, if the dead person has been some one of prominence, or rich enough so that the estate affords it, powder is fired off, cases of gin are bought and opened, and there is a general feasting and celebration. Inheritance of property is from a man to his nephew—his sister's son—and not to his own son.

At the place where our plantation was located, there was only our own house, the establishment of the "Station Master"—which is as near as I can translate the title of the German official—barracks for his soldiers, and two small native villages. The territory over which this officer had jurisdiction was about twenty-five miles square. He had one hundred soldiers. All the soldiers are natives under German officers. The soldiers have good rifles. The natives are allowed to have only old flintlock muskets for firearms. Our house was of mud, built by setting poles up in the ground, weaving palm-branches back and forth between the poles, and then plastering all thickly with mud. The roof was of grass, as this is cooler and cheaper than iron or wood. Although the rains in the summer there are severe, the roof never wets through, nor does it need replacing

at Port Royal. So that, whenever and wherever he thrust out at carriage door his gold-headed malacca and white-stockinged, gouty leg, while the postilion stood at the crested panel profoundly congeeing, something of his bars of gold and the military glory he had won still descended from the chariot with him.

Sir William Phips was angry on the evening of the second of August when he broke the seal of my packet and came on the following letter:

Salem, July 30, 1692.

My dear Sir William:

I despatch these few scabbled lines by my son to say, that I doubt not but that matters in your absence go beyond what your Excellency would approve. Within the fortnight after your departure, Bridget Bishop was put to death for the nefarious crime, protesting to the very last her innocence; and since that time several. In some cases we see through a glass darkly, and cannot surely say if they were guilty or no. But in the case of a woman this day sentenced, meseems there exists no reasonable ground for doubt. This woman hath ever had the good report of all who know her, as the enclosed signed and sworn depositions testify. 'Tis inconceivable to me how she should have fallen under the accusation of doing the things forbidden, save the Archenemy put it into the hearts of some to say all manner of evil against her falsely. By this circumstance it will be seen to what an excess matters are at present carried, that even my Lady Phips herself is cried out upon for a witch by several witnesses who have appeared before us sitting in the court at Salem. I doubt not that in view of these things your Excellency will see fit to shew mercy unto the unhappy guiltless woman who now lies in jail awaiting the day of her execution. The time set is noon of the sixth of August; and so it will be seen that in case your excellency should see fit to interpose, there is need of the utmost expedition, that the pardon may not arrive too late.

I will say no more than to subscribe myself,
Your Excellency's most humble and
obedient servant,

TIMOTHY TREVELYAN.

*To Sir William Phips, Esq., Governor of
the Province of Massachusetts Bay.*

Sir William brought his clenched fist down on the little pine table so that the candles jotted; and a glittering handful of the artisans' pay that lay on the table hopped jingling to the bearskin tent-rug. Only his blush-faced stripling of an orderly and myself were by.

"By the Lord!" he cried, "I'd ought to ha' known Stoughton would—My Lady Phips, is it? Ha! we'll see if she be a witch or no!—By the King's

beard! I'll write a pardon this minute with my own hand, that there may be no mistaking—You can start with it at daylight—The inkhorn, sirrah!—So; he thinks to play the little Nero, does he, while I'm gone? I care not if I am out of the colony-limits. Tell him, wherever I go, I carry the King of England with me—And when I get back I'll make him feel it!—He shall find out if Sir William Phips be governor or no!—Give me!—The quill's bad, sirrah; can't you see? Another!—Steady the leg of the table, there—this hand trembles so—my Lady Phips a witch, ha!—Stoughton, you—I've broke my nib; fetch me another—'their Majesties'—'defenders of the faith'—'by the authority in me vested'—'wholly acquit, absolve, and pardon'—'witness hereunto my hand and seal, William Phips, Governor'—and by heavens, that's what I am!—So! to-morrow at earliest daylight, sir, you'll take this, and ride hell-bent with it, and spit it in the face of William Stoughton there at Salem; and tell him if he allow one word more to be breathed against my Lady Phips, when I get back again I'll carve him up in little pieces so fine the geese on Boston Common can't find 'em—You'll be needing a fresh horse to-morrow; I'll give orders—What, that little spindle-shanked filly? All this way in three days, and take you back in three more? Impossible!—Not to-night! not to-night! Are you stark mad, man?—It's pitch dark; and the Indians!—You infernal fool!"

For I was out of the tent and mounting the little brown mare.

On the third morning from that time, the little brown mare, a useless cripple, was turned out to pasture for the remainder of her days; and they bore me, though sick of a fever, to the town-house in my mother's sedan-chair, with the writ of pardon clenched in my hot hands: because I had a furious notion it should not be surrendered to any but William Stoughton in his own person. He sent a messenger out of court to fetch it, but I would let no proxy have the precious document; and finally the great man must come himself to the flowered crimson curtains of my chair. And from his face of belluine rage as, finished with reading, he

cried, "We were in a fair way to have cleared the land of these!" it was eight delirious days, I have been told, to the next face that I remember. And when at the end of those eight days I saw that face, for a moment I thought I was come among the angels; but no! for there are no tears in Heaven. It was the face of Anne, weeping by the bed I had slept in since a child.

Have the Standing Rock Indians been Fairly Treated?

A Reply to Commissioner Jones's Letter¹

By George Kennan

I HAVE read attentively the reply of the Indian Commissioner to my recently published article. I shall refrain from expressing any opinion with regard to its merits as a defense, because I do not wish to be discourteous; but I will take up, in their order, the points that Mr. Jones attempts to make, and briefly consider them.

1. He defends his illegal "permit-system order" of October 9, 1901, by saying that the reservation was overrun by trespassing cattle, and that it was better, in the interest of the Indians, to collect a dollar a head from the owners of such cattle, under the permit system, than to let the "freebooters" get their pasturage for nothing. I am not prepared to admit that illegal action on the part of the trespassers justified the Department in condoning and sanctioning the illegality by accepting payment from the wrong-doers; but it is not necessary to go into the merits of that question, inasmuch as there is very great doubt as to the existence of the alleged evil. The Indians themselves have never complained of "freebooters;" I have not been able to find a single reference to trespassing cattle in the reports of the Standing Rock agents to the Indian Office; trustworthy persons who have just come from the reservation assure me that there are very few, if any, trespassing cattle within its limits. Agent Bingenheimer said, less than a year ago, "You can ride across the country for days and never see a critter" (Sen. Doc. 212, p. 91); and Mr. Jones himself declared, on the 23d of

last January, before the Senate Committee, that "there is a lot of idle land there which is used neither by the Indians *nor by anybody else*" (Sen. Doc. 215, p. 67). I find complaints of trespassing cattle in the reports of agents on other Sioux reservations—particularly Cheyenne River and Rosebud—but not one from Standing Rock. If the cattle were there, why did not the Indian Office have them removed? Removal, apparently, would not have been difficult. Agent McChesney reports to the Commissioner that his farmers, with the aid of a few Indian police, removed 8,000 trespassing cattle from the Rosebud Reservation in 1899. (Rep. of the Indian Commissioner for 1899, p. 341.) There are nearly 4,000 Indians on the Standing Rock Reservation, and they own 10,000 horses. Is it conceivable that they could not have driven off the trespassing cattle if there were any there? And is it probable that they would have submitted to such a trespass without protest if it had any real existence?

The Commissioner assured the Senate Committee that there have been for years, and are now, more trespassing cattle on the Standing Rock Reservation than it is proposed to put on under the leases. (Sen. Doc. 212, p. 18.) As Lemmon and Walker, under the terms of the leases, are to have a right to put one head of stock on every forty acres, or 30,000 head on the 1,200,000 acres of leased territory (Sen. Doc. 212, p. 46), the Commissioner's statement to the Senate Committee is equivalent to an assertion that there are more than 30,000 trespassing cattle on the reservation now. How does he propose to reconcile this assertion with his other statement that "there is a lot of land there

¹ The letter of Commissioner Jones to which this article is a reply appeared in The Outlook dated April 29. Mr. Kennan's first article was printed in The Outlook of March 29 last.

which is used neither by the Indians nor by anybody else," and with Agent Bingenheimer's assertion that "you can ride across the country for days and never see a critter"?

As a matter of fact, the Standing Rock Reservation is not overrun by trespassing cattle now, and it never has been. This defense of the illegal "permit-system order," therefore, is a breastwork of straw.

2. In a letter from New York to Assistant Commissioner Tonner, written on the 15th of May, 1901, Mr. Jones expressly said that he could not inaugurate the permit system without the Indians' consent, and directed the Assistant Commissioner to ascertain from Agent Bingenheimer, by telegraph, whether the Indians had not "experienced a change of heart" in the matter. If they had—that is, if they would consent—he "would issue permits at once" (Sen. Doc. 212, p. 63). He now says, in reply to my article, that the Indian Office "did not contemplate securing the consent of the tribe" for the inauguration of the permit system, "neither did it require such action." In May last he said he must have the Indians' consent, and now he says that he didn't need it and had no idea of asking for it. Which statement is true? It is hardly possible that both can be true.

But there is another point of that permit-system order upon which Mr. Jones contradicts himself. The last sentence of the order reads as follows: "Due care should be taken by you" (Agent Bingenheimer) "not to admit such number of outside stock as to overgraze the lands." If this means anything, it certainly means that the Commissioner expected the order to result in the bringing in of "outside stock." He now says, however, in reply to my article, that "there was no proposition nor intention to invite cattlemen to bring in additional numbers of cattle for grazing purposes; it" (the order) "simply provided that a tax of \$1 per head should be paid for grazing" (trespassing) "stock already on the reservation." The order says outside cattle are to be brought in; but his reply declares that there was no intention to bring outside cattle in. Which of these statements is true?

If there were no trespassing cattle on the reservation, the permit-system order which frightened and coerced the Indians

into an agreement to lease cannot be justified or excused on that ground. If there was no consent on the part of the Indians, it was in violation of a treaty obligation.

The only other defense set up by the Commissioner is that "the end sought justifies the means." Morally and legally, that is a very shaky proposition in any circumstances, and it is far from constituting a good defense when the "end sought" was the acquirement, in the interest of a cattle syndicate, of lands that the Indians had refused to give up, and the "means" were a broken promise and a violation of a guaranteed right. The testimony given before the Senate Committee shows conclusively that the consent of the Indians to lease their lands was obtained from them by means of the coercive influence of this illegal permit-system order. They consented to lease, not because they wanted to do so, nor because they were willing to do so; but because they were, as they said, "under pressure," and could escape the permit system in no other way. Metaphorically speaking, their consent was obtained with a club. (Sen. Doc. 212, pp. 51-53.)

3. The next point of the Commissioner's reply raises the following question: When the Indians gave a qualified consent to lease—that is, a consent to which certain stipulations and conditions were attached—had the Department discretionary power to ignore all the conditions and still hold the Indians to the consent?

The Commissioner says that "the council proceedings" (the conditions of the consent) "were in no sense an agreement, unless it be an agreement among the Indians themselves, to which the Department is in no sense a party." As a legal proposition, and in a very strict sense, that may be true; but in the circumstances of this case it amounts to an assertion that the Indians have no right or power to attach any stipulation whatever to their consent to lease lands. They may not say that they will lease only unoccupied lands; nor that they will lease only one-third of their reservation; nor that they will lease only a certain specified township. If they once consent to lease a single acre as pasturage for one small foreign calf, the Department, in its discretion, may take away from them a whole million acres, throw that million-acre

tract open to foreign cattlemen, and then say to them (the dissatisfied Indians), "Your council proceedings, by which you attempted to limit the amount of land you would lease, have no binding force as against the Department. It is true that we can't take a single acre of your reservation without the 'authority of your council speaking for you'" (Act of Congress of February 28, 1891), "but if you once consent to lease that single acre, we can throw open to cattlemen as much of your territory as we think best—occupied or unoccupied—and upon such terms as we choose."

That may be good law, but it strikes me as a very dubious proposition from an ethical point of view. The Act of Congress which authorizes the leasing of Indian lands reads as follows:

"Where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior." (Act of Congress of February 28, 1891.)

I do not know whether this law has ever been judicially construed or not; but its intent would seem to be to give the Department a certain supervisory control over the decisions of the Indian councils in the matter of land, with a view to restraining such councils when they show a disposition to lease their lands injudiciously, in too large quantities, or at a foolishly low price. Its object was to protect an inexperienced and naturally improvident people from exploitation by the whites. Congress, apparently, intended to say: "You may lease, for your own benefit, such parts of your lands as you do not need; but you must act in such matters through your council, and its decisions, as to the quantity of land to be leased and the terms of payment therefor, are subject to Departmental supervision and control." It seems to me extremely improbable that Congress intended to give

the Interior Department power to lease two million acres of land that the Indians had "bought and paid for," when the council had agreed to lease only one-third of that amount, and to turn cattlemen and their cattle into the occupied parts of the reservation when the council had consented to lease only the unoccupied parts.

4. But there is another aspect of the case that should have attention in connection with the Commissioner's plea that the conditions of the Indians have no binding force on the Department. After being frightened by the threat of the permit system, the Indians were finally induced to consent to a lease by certain promises and representations made to them by the Department's agent. Mr. Bingenheimer admitted, before the Senate Committee, that the Indians agreed to lease only their *unoccupied* lands; that he "did not propose to lease anything they wanted to use;" that he distinctly promised them that the unoccupied land should be determined and its boundary fixed and staked out by a commission to be composed of three representative Indian chiefs and himself; and that this promise or agreement had not been fulfilled. (Sen. Doc. 212, pp. 84, 85, 89, and 90.) If Mr. Bingenheimer did not report these promises and representations to the Indian Office, and did not inform the Commissioner that the Indians were relying on them, he dealt unfairly not only with the Indians but with the Department whose agent he was. If, on the other hand, he did report them, and they were found objectionable, the Department should have disavowed them and given the Indians a chance to recall their consent. It may have been legal, but it certainly was not fair, to hold the Indians to their consent and at the same time repudiate the Bingenheimer promises by means of which that consent was obtained. This was evidently the view of Senator Jones (of Arkansas), who said before the Senate Committee: "The law requires that the consent of these Indians shall be had with regard to whatever shall be done with this land; and the statement was made by the Agent that the Indians, in their council, provided that a committee should be appointed to designate what were the unoccupied lands; and there can nothing else be done under the law in

regard to this agreement. . . ." The committee was to point out to the Agent what was unoccupied land. "When *you* go out" (addressing Commissioner Jones), "you point out a lot of land they have *not* designated, and you say if there are some who do not want to stay in it, they may fence off their land." (Sen. Doc. 212, pp. 89 and 87.)

This was evidently the view also of Senator Stewart, the Chairman of the Senate Committee, who said: "The Indians were to lease unoccupied lands, and it was their understanding that there was to be a committee of three appointed to designate them. That should be carried out."

5. The question that now presents itself is, "Why were the promises made by Agent Bingenheimer not fulfilled, and why did he not go out with the Indian committee last fall to fix and stake out the boundary of the 'unoccupied land' as he agreed?" The Commissioner's reply throws no light upon this question, but I can answer it, if he does not. The boundary-lines of the territory to be leased had been fixed in the Indian Office, and the leases had been drawn and printed before the Indians gave any consent whatever to lease any part of their lands. The Commissioner felt so sure, apparently, that the threat of the permit system would bring the Indians to terms that he decided what part of their reservation he would give to the cattlemen, fixed the boundary, drew up the lease or leases, and then ordered Agent Bingenheimer to call a council and get the Indians' consent to a cut-and-dried scheme. This, at least, is the explanation given by Mr. Bingenheimer himself, who now declares that his promises to the Indians were made in good faith, but that he could not fulfill them because the Commissioner took the whole matter out of his hands. With reference to his appearance before the Senate Committee in Washington last February, Mr. Bingenheimer now says: "I could only say what the Commissioner would let me say, and only know what he allowed me to know. If I had been free to speak, I could have told a whole lot." The fact that the interesting and valuable information which Mr. Bingenheimer evidently has with regard to this leasing business was

not drawn out of him by the Senate Committee on Indian Affairs is only another proof that, as I said in my first article, the proceedings of that Committee were "so unsystematic, inconsecutive, and inconclusive as to leave almost everything in doubt."

Senator Platt objects to my statement of this case. He is a man of unimpeachable integrity and honesty of purpose, and he evidently believes that I am misled, if not misleading; but if he had co-operated with Senator Jones, and had asked Agent Bingenheimer a few searching questions, he might have brought out the "whole lot" that the Agent says he could have told, and might thus have furthered the cause of justice and National honor. It was perfectly evident that the Indians were not getting "a square deal" at the hands of Mr. Jones, Mr. Bingenheimer, or both, and it was the duty of the Senate Committee to ascertain why.

The reason for the failure to keep faith with the Indians has been given by Agent Bingenheimer since my first article was written. On the 22d of March Commissioner Jones telegraphed the Agent to let Mr. Lemmon proceed with the building of his fence, on a line that would inclose thirty or forty Indian houses and a considerable part of the Indians' Grand River lands. As soon as the work began, the Indians called a council to protest against the fence-building, and asked Mr. Bingenheimer to be present and explain why he had not kept his agreement to go with them and run the line that this fence should follow. The council was held on the 12th of this month—the very date of Mr. Jones's reply to my article—and was attended by all the leading chiefs and most of the male Indians in the central part of the reservation. The proceedings were, in part, as follows:

Agent Bingenheimer—I have come here, at your request, to hear what you have to say. I am told that you do not want Lemmon to go on building his fence.

Thunder Hawk—Last spring we had two councils. You asked us to lend our land to the railroad. We did not wish to lease. We thought we had a right to refuse. The Commissioner frightened us by threatening to turn cattle loose upon us. Then, in the fall, you called a third meeting. We were helpless. We wanted to do the best we could to protect ourselves, so we agreed to lease thirty miles square on the northwest corner of the reserva-

tion where there were no houses. This council chose three men—Louis Primeau, Antoine De Rockbrain, and myself—to go with you and designate the lines. You said that you would meet us here, at Bull Head Station, and that you would go with us. We waited, but you did not come. We thought that when we had laid out the lines we should have an open council; that you and Lemmon would meet us and read the contract to us, and that we would then, together, come to an agreement like men.

Agent Bingenheimer—You are right, and I fully intended to do as you say. But right now, before all these people, let me say that if it had been left for me, I should have done just as I promised. But it was not left to you nor to me. Before I had submitted a report of that council to the Department, I was told that the Commissioner had made out the leases, and they were printed. I could do nothing. Those lines were run in Washington; your council had nothing to do with it. I did not send the council proceedings [to the Commissioner] until after the leases had been made out and the boundaries settled. I had nothing to do with it. . . . The reason that I did not go out with you to lay out the lines is because it was taken out of my hands by the Commissioner. I could not keep my promise to you.

Weasel Bear—The promise was that we lease only unoccupied land; that no man's homestead should be disturbed; that the leases should run so as not to interfere with the men who have built substantial homes. We do not know where the lines run, or how much land you have given Lemmon; but we do know that at least thirty-five of the Bull Head families are surely in the pasture, who went there to settle on land that they intended to take as allotments. These men do not want to abandon their homes. We forbid Lemmon to build a fence that will inclose these homes. The delegates who went to Washington put our case into the hands of lawyers. As we now understand, there has been no report made to us by these lawyers that we have lost our case. We were told to await the decision of the white man's court. If we can wait patiently for your courts, why should the Commissioner, who is holding such a high office under the President, be permitted to ignore your courts, and order Lemmon to build the corral around our people while the case is pending? We forbid Lemmon to build the fence.

Agent Bingenheimer—How are you going to live? Your rations are now so small that they do not half feed you. You need every dollar you can get. . . . I hope you understand that your rations were cut down last year fifty per cent. They will be cut again the first of July fifty per cent. . . . You have not enough to eat. What are you going to do? See these old people! They will starve if they do not have a full ration. You cannot live on the rations the Government will give you. You will have to work, and you can't find much work to do. This Lemmon lease will pay seven dollars a year per capita. If I tell

the Department that you do not have enough to eat, they will say that you had land to spare and would not lease it, and so I shall not be able to do anything for you. You ought to lease it to get this seven dollars a year. You will need it. Your rations are only half now what they were a year ago, and in July will be cut in two again. How can you live?

Weasel Bear—It is not money nor rations that we are considering. We are standing by our rights as men. This is our land, and we are the ones to decide what part we shall lease, or whether we shall lease anything.

Agent Bingenheimer—You are not leasing this land for nothing. You get big pay—seven dollars per capita yearly. You need this money. You have not enough to eat now. Look at your old people. They will starve on less than full rations.

One Bull—If I am stronger than Weasel Bear, and I go to him and say, "You have a good farm; I want it. You must let me have it," Weasel Bear says, "No, I settled on this farm to make a home for myself and my children. I have gathered property about me, and I am settled for good. In a few years I can support my family comfortably." I insist; I say, "That has nothing to do with the case. I do not want your place for nothing—I will pay you for it." Now, because I am stronger than Weasel Bear, though I will pay him well, would it be just or right or manly for me to drive him off and take his home? I say No! It is wrong! He does not want my pay. He wants his home, because it is his, and it is his right to refuse to sell or lend. We want to be treated like men, not driven like dogs. We came to the courts in Washington. We left our case there. We thought the courts would rule wisely and justly. As the courts had taken our case, we thought we were recognized as men; but now the Commissioner shows us that the white man's court is no better than his word; and while our case is in court, not yet settled, he orders Lemmon to go ahead and corral us. We are not brutes; we will not submit. Tell Lemmon to stop building the fence. Respect our manhood and we will obey the laws. We will lease the part that we selected. The land is ours. We will lease the northwest corner, and will go with you to make the boundaries, and in open council hear his offer and draw up the contract together. We forbid Lemmon to go on with the fence.

Agent Bingenheimer—I will write at once to the Commissioner, but I am afraid I can do nothing. You may sell fence-posts to Lemmon at six and one-quarter cents apiece, and you may haul the wire which is now at Evarts and will soon be at Fort Yates. You can earn a great deal of money in that way, and you people, not having enough to eat, ought to be glad to earn so much money.

One Bull—We are Indians and cannot live without wood and water. In winter we cannot live upon the high plains and keep our herds. We have to live along the streams, where there are ravines and brush and sheltered spots and wood and water. This lease will deprive a great many people of their shel-

tered homes. Streams and wood are scarce. We will not lease the best of our land. We will never consent to have our brothers corralled like cattle. We are men like you. Take the committee and go out with them and decide where Lemmon shall build his fence; we will agree to that.

After these speeches had been made, as well as short addresses by Grey Eagle, Rosebud, and Wakutemani—all to the same effect—Wakutemani said: "We ought to close this meeting by a rising vote on this protest."

Agent Bingenheimer—All willing for Lemmon to go on, arise. [Not one arose.] All who protest and wish me to write the Commissioner to stop Lemmon, arise. [The whole houseful arose, without a single exception.]

Rosebud—We desire to have our missionaries see the letter. We have decided, by a unanimous vote, that no more papers, contracts, etc., are to be signed by us until first seen by our missionaries.

Agent Bingenheimer—Who are they?

Rosebud—Father Bernard, Winona, and Mr. Deloria.

Agent Bingenheimer—I cannot do that. I will send just as strong a letter as I can; but I will not submit my letters to any one. However, I will give you a copy and they can see the copy.

Rosebud—We do not mean that we cannot trust you, but we feel safer if our missionaries see what is said to be our expression; and if they have a copy they cannot say in Washington that we never said it, or that we said something else.

The meeting then closed.

I invite Senator Platt's attention to the proceedings of this Indian council, held only two weeks ago, and would like respectfully to ask whether, in his judgment, they are the reflection of a square, honest deal on the part of the officers of the United States? These Indians are not loafers or idlers. According to the report of Commissioner Jones for 1900, they raised that year 3,491 bushels of oats, barley, and rye; 19,971 bushels of corn; 10,016 bushels of vegetables, and 21,799 tons of hay. They cut 2,376 cords of wood, and transported from distant railway stations 2,332,000 pounds of freight. They owned at that time 10,082 horses and 12,213 cattle. (Report of the Indian Commissioner for 1900, pp. 668-699.)

They seem to have done their level best to earn their own living on a semi-barren, semi-arid reservation where there is little work to be had; where agricultural crops fail two years out of three on account of drought; and where cattle-raising is almost the only possible industry. Instead of recognizing their efforts to do what they

can while they are accumulating enough cattle for self-support, the Indian Office cuts down their rations fifty per cent.; gives them notice of another impending cut of fifty per cent.; threatens them with the permit system in order to force them to consent to a lease; ignores the terms and conditions of the consent thus obtained; turns cattlemen and half-wild Texan cattle into the occupied parts of their reservation; and finally, when they protest, tells them, through its Agent, that they will have to starve if they do not submit, and that they had better keep quiet and sell fence-posts to the lessees at six and a quarter cents apiece!

6. The Commissioner says, in his reply to my article, that the Indians are "willing and anxious" to lease their lands, and that all the opposition there is comes from a few squaw-men and half-breeds, "who see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practiced." I think the council proceedings above set forth are a sufficient answer to this statement. If the Indians are "willing and anxious" to lease, they have a queer way of showing it!

7. The Commissioner says: "The Walker lease exempts and excludes one township of land in the neighborhood of Bull Head Station which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families."

Since the beginning of this controversy between the Indians and the Commissioner—viz., in the early part of March—the Rev. T. L. Riggs, who has been long and favorably known in connection with mission work among the Sioux, made a careful investigation of the Standing Rock leases, at the request of the Indian Rights Association, and sent to that Association a full report upon the subject. Concerning the number of Indian families included within the leased district, he says:

"There appears to be fully as dense ignorance, on the part of those whose business it is to know, with regard to the number of Indians who will be affected by this leasing of land, as in the matter of land limits. Agent Bingenheimer tells the Senate Committee that eighty families

might possibly be included. He certainly knew better—or ought to have known better. Under the original calls for proposals, to include lands lying west of the range line between ranges 26 and 27, there could not possibly be less than four hundred families within the proposed lines. I do not know that any one has taken the trouble to make a careful census. It includes nearly every man, woman, and child on the rolls of Bull Head—a few short of one thousand persons. It also includes the great majority of those enrolled on the Upper Cannonball Station—the exact number of whom I was unable to learn—besides scattering families belonging elsewhere. . . . Under the final proposal, to lease lands extending only to the range line between ranges 25 and 26, there are within the limits of leased lands 232 families, according to Agency-ticket record." The exclusion and exemption of the Bull Head township would reduce this number by only 13. At the rate of four persons to a family, there would consequently be 876 Indians within the boundaries of the leased area.

"The Indians of Grand River," Mr. Riggs says, "owned, in 1901, 5,247 cattle, almost all of them within the limits of the Walker lease. Probably, with their

horses, they now own 11,000 head of stock. It would not appear that there is much land here that is suffering to be leased. The Indian delegate who said to the Senate Committee, 'We want that for ourselves,' evidently knew what he was talking about." (Report of T. L. Riggs to the Indian Rights Association, March 17, 1902.)

If a region that is inhabited by 876 Indians, with 11,000 head of stock, is not an "occupied part of the reservation," I should be glad to know what the Commissioner's definition of "occupied" is. At the rate of one head of stock to every forty acres (the proportion of cattle to land adopted by the Indian Office) these 11,000 horses and cattle would occupy a range of 440,000 acres—almost exactly the amount of land leased in this very region to Mr. Walker.

In view of this and many other discrepancies between the statements of Commissioner Jones on one side and the statements of the Indians and disinterested investigators on the other, there would seem to be urgent and pressing need for a thorough and impartial investigation of the whole subject by some person or persons not connected with the Indian Office.

Washington, D. C.

Notes and Queries

Will some reader give me some information in regard to the following: 1. Refer me to some book that will give a history of the Shawnee Indians; I want to know of their habits and peculiarities, the number of the tribe, their early headquarters, etc. I want this information in regard to them in the early history of the country—say about 1776. 2. To book or source of information concerning the early French trading posts; where they were and all the information I can get, such as would help me in describing one minutely. 3. Something as to the founding and history of Detroit, Michigan. If you will give me some help as to these points it will be greatly appreciated.

R. J. BIRDWELL,
Coleman, Texas.

3. See Cooley's "History of Michigan" (Houghton, Mifflin & Co., Boston, \$1.25); Farmer's "History of Detroit and Michigan" (Farmer, Silas & Co., Detroit, \$10); Hamlin's "Legends of Detroit" (Thorndike Nourse, Detroit, \$2).

On page 244 of Dr. Mark Hopkins's "Evidences of Christianity" is the following: "The objections brought by Archbishop Whately against the existence and general history of Napoleon Bonaparte are quite as plausible as any that can be brought against the existence and general history of Christ." I have made search in Whately's works, and am unable to find the passage referred to. Can you or a subscriber inform me as to where I can find it?

W. K. S.

Archbishop Whately published his "Historic Doubts" concerning the existence of Bonaparte in an anonymous pamphlet—anonymous merely to preserve its ironical character. He refers to it very briefly in his "Elements

of Rhetoric," page 118, Harper's edition. Perhaps some reader can tell us more about it.

After reading Dr. White's "Warfare Between Theology and Religion," Shaler's "Individual," and others. I would like to find some man, equally scientific, who would strike a deeper key—some man who, admitting the many myths, inaccuracies, and errors in the Bible, would still point to the divine in it; a man truly scientific, who, believing in our ascent from the lowest forms of organic life, believes just as truly in a divine life which has quickened and sustained this wonderful procession and which assures us of the immortality of our souls. Is there any scientific book written in this spirit? X.

For the testimony of a naturalist of the highest eminence see Romanes's "Thoughts on Religion" (The Pilgrim Press, Boston, or any bookseller can supply it at \$1.25). For a work done in a thoroughly scientific spirit, though not by a professional naturalist, see Dr. N. Smyth's "Through Science to Truth" (Scribners, \$1.50). Dr. White's work, it should be noticed, is careful to preserve the names of eminent men of science who were also men of Christian faith, as Lyell, Faraday, Asa Gray, and others. The proper title of Dr. White's work is "A History of the Warfare between Science and Theology in Christendom." (D. Appleton & Co., New York.)

By an unfortunate slip, not of the types, but of the mind or memory, we last week referred to Lord Kelvin's early name and title as Sir William Hamilton instead of Sir William Thompson. The latter name is literally "a thing which every school-boy knows."

Indian Rights and Wrongs

On another page will be found a reply from Commissioner Jones, of the Indian Office at Washington, to the charges made by Mr. George Kennan in The Outlook of March 29. The Commissioner's reply is not, in the judgment of The Outlook, complete or adequate. Mr. Kennan has made specific and detailed charges in the Standing Rock case, which he reinforces, in many instances at least, by reference to the official and public documents. These charges he reiterates in a reply to Senator Platt, of Connecticut, which we print together with the letter of Commissioner Jones. Commissioner Jones's letter, as may be seen from the date, was received by The Outlook as this issue was going to press. This, of course, precluded any examination by Mr. Kennan of the answer to his charges; but those readers who are impartially interested in this matter, who desire to see the truth and only the truth come to light, who have no bias against Commissioner Jones or for Mr. Kennan, and who will take the trouble to read again the original charges contained in The Outlook for March 29, together with Commissioner Jones's reply thereto, and Mr. Kennan's

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answer to Senator Platt, will agree with The Outlook that Commissioner Jones's statement is neither adequate nor conclusive. Mr. Kennan's original article was not published in The Outlook without due consideration and deliberation. Mr. Kennan has an international reputation for his ability in collecting, weighing, and classifying the evidence which may be adduced from an investigation of official documents, public records, and the reports of Government officials. It is not sufficient to make a generic reply to his specific criticisms. The history of the relations of the United States Government with the Indians has been such that when an accusation is made against the Government in Indian matters its innocence cannot be taken for granted; it must prove its integrity. Mr. Kennan's detailed charges cannot be ignored or evaded, and, in our opinion, Commissioner Jones's own statement of the case makes a thorough investigation necessary. The Outlook has such confidence in the present Administration at Washington that it believes the necessary investigation will be made, the necessary corrective measures will be applied, and the needed reforms will follow.

The Standing Rock Indian Case¹

I.—Commissioner Jones's Statement

To the Editors of The Outlook:

My attention has recently been attracted to an article in The Outlook of March 29, under the title "Have Reservation Indians any Vested Rights?" The article relates mainly to the action of this office in leasing the surplus lands of the Standing Rock Reservation. There is in the article such a spirit of unfair criticism, officious complaint, garbled statement of facts, and such a broad insinuation of sinister motives on my part as to induce me to take some notice of it, lest my silence might be construed as a confession of the correctness of the position assumed.

The writer evidently did not know of or has ignored the fact that for years preceding the time when steps were taken by the office to lease the surplus lands,

many thousand head of outside cattle were pastured on the Standing Rock and other Sioux reservations, from which the Indians, as a tribe, derived no benefit whatever.

Three systems of pasturage were in vogue. First, the squaw-men and mixed-bloods grazed their own cattle on the reservation in large numbers; second, these same enterprising classes held many thousand head of outside stock on the reservation, the owners paying them directly for pasturage privileges; third, parties living in that part of the State permitted their stock to trespass upon the reservation, paying no one for the privilege. This latter class were freebooters pure and simple. Under these three systems more than 50,000 head of stock have been yearly pastured upon the adjoining Cheyenne River Reservation alone,

¹ Editorial comment on this subject will be found on another page.

during recent years. Many of the squaw-men and mixed-bloods have become comparatively rich by taking in the stock of outside parties and by the pasturage of excessive numbers of their own. It was manifestly unfair and unjust to the tribe, as a body, to permit a few intermarried whites and progressive mixed-bloods to monopolize practically all the common lands of the Reservation to their own advantage and profit, whereas, if the lands were leased for the benefit of the tribe, all would share alike in the financial results derived.

The office had two purposes in view in leasing these lands: First, the overthrow of the illegal and unauthorized systems that had theretofore prevailed; and second, the raising of revenue for the benefit of the tribe as a whole.

Realizing that the Standing Rock Reservation is essentially a grazing country, and in order to encourage *all* the Indians to become stock owners, a clause was inserted in the proposed leases making ample provision for the pasturage of a reasonable number of stock for each family. This clause provides that each *Indian* family residing within the leased district shall be permitted to hold therein, free of rent, cattle and horses which they actually own to an extent not exceeding one hundred head. This clause applies to *all* families having rights upon the reservation—to the families of squaw-men, mixed-bloods, and full-bloods alike.

The writer of the article appears to be greatly exercised over the apparent "change of heart" by this office between May and October, 1901, relative to the issuance of grazing permits. During the summer such information reached the office, through the reports of its inspectors, as to induce it to inaugurate a system which would compel all parties that were there grazing stock on the Sioux Reservations to pay the Indian Agents one dollar per head per annum. This has been designated the "permit system" of pasturage. It did not contemplate securing the consent of the tribe for its inauguration, neither did it require such action. There was no proposition nor intention to invite cattle-men to bring in additional numbers of cattle for grazing purposes; it simply provided that a tax of one dollar per head, paid for grazing stock already on the

reservation, should be collected by the Indian Agents for the benefit of the tribe, instead of being paid to enterprising squaw-men and mixed-bloods for their individual profit. As an imperative corollary to this it was necessary to inaugurate the permit system for the pasturage of *resident* stock, in excess of a hundred head for each family; otherwise the entire body of stock on the reservation might be claimed by the squaw-men and enterprising mixed-bloods (whether they were bona fide owners or not) and thus escape pasturage taxation—at least for the benefit of the tribe, and not to a few intermarried whites and mixed-bloods. The end sought justifies the means, and the same action will be taken with reference to other reservations whenever it is ascertained that the same conditions exist.

From the general tone of the article, one not familiar with the facts would infer that every Indian on the Standing Rock Reservation was opposed to the action of the office in leasing the lands. Such is not the case, however. There is no regularly constituted council of the Standing Rock Sioux, so that it was necessary to call a general council of all the adult male members of the tribe in order to secure tribal consent to the leasing. The action of the Indians in the matter is therefore embodied in the "general council proceedings" of December 26, 1901, which is as follows:

We, the undersigned, Indians of the Standing Rock Reservation, North Dakota, over eighteen years of age, hereby consent to the leasing for a period not to exceed five years, for the purpose of grazing cattle thereon, at a rate of not less than one (\$1) dollar per head per annum for each and every head of cattle so introduced and grazed upon said reservation, the unoccupied portions of said Standing Rock Reservation, the consent hereby given to be subject in each and every instance to the following conditions:

The tract of land assigned under each permit, contract, or lease, must be properly fenced, the cost of such fencing to be paid from the rental which may be due for the first year. At the expiration of such permit, contract, or lease, said fencing shall be and remain the property of the Indians of this reservation, and during the term that cattle are so held upon this reservation such fences must be kept in a proper state of repair at the expense of the owner of the stock.

All persons so introducing and grazing stock

will be required to exercise all possible care and diligence to prevent depredations by their cattle upon the leaseholds of other stockmen or upon lands occupied by Indians of this reservation; and in the event of the appearance of any contagious disease among their herds, every possible step must be taken to prevent the spread of and to stamp out such disease.

[Here follow the signatures of 771 Indians.]

I do hereby certify on honor that I have explained the nature of the above agreement to the Indians whose names are hereto appended, and am satisfied that they fully understand the same.

JOSEPH ARCHAMBAULT,
Interpreter.

We certify on honor that we witnessed the signature of each and every Indian whose name is hereto appended, and that they signed of their own free will and accord.

Witnesses: LOUIS KILLED.
CHARLES RAMSEY.

The proceedings are signed by 771 male adults of the tribe out of a total of 983. This is as nearly unanimous as could be reasonably expected in a council of this kind—considerably more than a two-thirds majority of the male adults. It is therefore not true that anything like a majority of the tribe are opposed to the leasing. The opposition comes from a comparatively few intermarried whites and mixed-bloods whose financial interests are involved. They see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practiced greatly to their own financial advantage. The remainder of the tribes are not only willing that their surplus lands shall be leased but are anxious that such action shall be taken.

It is worthy of note that the "Association of Returned Students," the most intelligent and progressive element of this tribe, are heartily in favor of leasing these lands.

Again, throughout the article, the council proceedings giving the tribal consent to the leasing are spoken of as an "agreement," it being broadly intimated that it was an agreement between this Department and the Indians. It is then pointed out that the terms of the leases as drawn do not agree with the tribal consent, intending to convey the impression that the Department had entered into an *agreement* with the Indians relative to leasing

their lands and had then broken faith with them.

Nothing could be further from the truth. The council proceedings are in no sense an *agreement*—unless it be an agreement among the Indians themselves, to which this Department is in no degree a party. The law provides that surplus tribal lands "may be leased by authority of the council speaking for such Indians . . . in such quantities and upon such terms and conditions as the Agent in charge of such reservation may recommend." The law, therefore, does not contemplate that "the council speaking for such Indians" shall do more than give its consent to the leasing; the quantity of land to be leased, and the terms and conditions, are to be left to the Agent in charge, subject, of course, to the directions of the Department.

It is pointed out that the council proceedings authorized leasing at not less than one dollar per head, while the advertisements invited bids for the grazing privileges by the acre. Even if it should be admitted, for the sake of argument, that the Indians might dictate the conditions upon which the lands might be leased, this discrepancy, if such it can be called, is more apparent than real when all the facts are known. The leases provide that the lessees shall not hold to exceed an average of one head of stock to each forty acres; this at the rate per acre specified makes his grazing privileges cost him a little more than one dollar and twenty cents per head. It serves the double purpose of preventing overstocking the ranges, and at the same time determines what it shall cost the lessee to graze each head of stock.

It is also alleged that the Indians gave their consent to the leasing of the "unoccupied" portion of the reservation, while one of the leases includes some of the best and most thickly settled parts of the reservation, where the Indians have their homes, their little gardens, their winter-hay fields, and their cattle.

This on its face seems to be a serious charge. In the first place, it was not proposed to lease the eastern portion of the reservation, containing over one-half its entire area. Nearly nine-tenths of all the Indians reside upon this portion, east of the line of the grazing districts. The Walker

lease exempts and excludes one township of land in the neighborhood of Bull Head Station, which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families. An inspector of this Department, who was Agent at Standing Rock from 1881 to 1895, and who has frequently visited the reservation since, states that in his judgment not more than fifty families reside upon the portion it is proposed to lease; but, making allowance for misinformation and for changed conditions since he left, there are assuredly not more than seventy families. Again, the lease form in use by this Department makes ample provision for protecting each and every Indian in his individual holdings, whether the same be farms, gardens, or allotments. The clause referred to provides that all allotments of land in severalty and all farms, gardens, and other improved holdings of individual Indians shall at all times be free from damage or interference by the stock or employees of the lessee. The office has always found this clause to afford ample protection to the individual Indians, even on reservations where there are actual allotments and where farming operations are extensively carried on. It has proven effective largely from the fact that all lessees of tribal lands are required to give bond, with two or more good and sufficient sureties, in an amount equal to one year's annual rental, conditioned upon the faithful performance of the terms of the lease. It thus transpires that the families living in the leased area will have ample protection against the stock and employees of the lessees—even far more so than they had prior to the inauguration of the leasing system, for it must be remembered that for the past several years many thousands of cattle have been grazed upon the reservation, whose owners were not under bond and were responsible to no one for any damage or injury their stock might occasion. The leasing system is intended and will remedy these existing evils. The out boundaries of the grazing districts will be fenced so as to prevent trespassing; the lessees are required to protect the individual holdings of the Indians; they are required to give good and sufficient bond conditioned upon the payment

of the rents and the faithful performance of all the terms of the lease; they cannot overstock the ranges, as they are limited as to the number of cattle they can bring upon the lands at any one time. In short, it is the substitution of a legal system under the control of the Department for a system of internal monopoly and external freebooting. Aside from this, and to obviate every possible objection, arrangements have been made to furnish the individual Indians living within the leased area with wire for fencing their homes and hay-fields when they so desire, and when it appears that any Indian is unable for good reason to build the fences himself, the Department proposes to have the work done for him.

My motives are also impugned in the short time given to the advertisements inviting proposals. From the article it would be inferred that it is obligatory upon the office to give notice a long time prior to the acceptance of bids. As a matter of fact, no notice whatever is required. It was competent for the office to solicit and accept informal bids if it felt so disposed, without giving any public notice. Such action has been taken in a number of cases, but in the interest of the Indians, and to silence criticism, public notices of the letting were published in four leading stock journals, the first publication being made seventeen days before the day of the letting. Not only this, two hundred and fifty posters soliciting proposals were sent to all the leading stockmen whose addresses were known to the office. The sufficiency of the advertisement is attested by the number of separate bids received, which was six. In but very few instances have more than six bids been received upon any one body of land in the ten years' experience of the office in soliciting bids by public advertisements. In hundreds of cases there has been but a single bid upon a given grazing district, which the office was forced to accept or readvertise. Any advertisement, therefore, which results in securing six competitive bids is amply sufficient. This, taken in connection with the fact that it was not imperative upon this office to make any advertisement whatever, should silence criticism on this point.

As to the so-called pool referred to in the article, in which it is alleged I was

interested, I will state that the two highest bids upon this land were coupled with conditions wholly inconsistent with the terms of the advertisement soliciting proposals. Neither could have been accepted even if there had been no other bids. The next highest bids—those of Lemmon and Walker—were a "tie." Both had complied with all the provisions of the advertisement and had deposited checks for at least five per centum of the entire amount of the bid. One had no advantage over the other before the office. Under such circumstances it would have been difficult or embarrassing to have decided between them. Both were present in person at the time of the opening of bids, and decision could only have been made between them by lottery or chance. They obviated this difficulty themselves by mutually agreeing to a division of the tract, Mr. Lemmon to take the western and northwestern portion of the reservation and Mr. Walker the central and southern portion. This was entirely satisfactory to the office, especially as it would result in giving the Indians fifty-four miles of additional fence. In no other sense and in no other way, so far as known to this office, was there an agreement or understanding between the bidders or local stockmen.

It is not necessary for me to make any reply to that portion of the article relative to the decisions of the courts as to the nature or extent of the vested rights of Indians in and to their reservation lands. Personally, I have experienced no "change of heart" upon the subject. I have always contended that the consent of the Indians was necessary in order to legally lease their lands and as to its final disposition. I have *not* experienced a change of heart on this subject, but I insist that the consent of the Standing Rock Indians was legally and properly secured in this case, and is now on file in the office.

In answer to the claim of the author of the article that the United States has taken 9,000,000 acres of land from the Sioux, and has given them in return a gold brick, made by thinly gilding a metal called "zinc deceit," a brief statement of what the Sioux tribe has received under their treaties may not be inappropriate.

Under the treaties of 1868 and 1877, the Government has expended for the

benefit of this tribe over \$38,000,000—a sum equal to \$70 annually for every man, woman, and child. Again, under the treaty of 1889, they received as an advance payment on their ceded lands \$3,000,000, which has been drawing interest in the Treasury at the rate of five per cent. per annum; the interest on this payment is spent annually for their benefit, and alone amounts to date to \$1,800,000.

In addition to this vast sum of money, they have received 25,000 head of cattle, which have been issued to them per capita, and the Government issues to each allottee, when he accepts his allotment, two cows, two mares, one set of harness, one plow, one wagon, one harrow, one hoe, one ox, one pitchfork, and \$50 in money. The total value of the deliveries so far made amounts to \$1,149,022; it is estimated that it will take at least \$1,500,000 more to fulfill this part of the treaty stipulation. So that it will be seen that the Sioux nation has received from the Government for their benefit the enormous sum of \$48,000,000, besides retaining in their several reservations [?] acres of land. From the foregoing it will be seen that the "gold brick" did not contain much "zinc deceit," but rather that they received a veritable gold-mine, that has been worked assiduously in their interest for many years; and I submit that it is high time that they consent to the use, for their own benefit, of some of the unoccupied millions of acres of grazing land in the remote parts of their reservation, and so relieve the Government of some of this heavy annual burden.

The gratuitous and slanderous insinuation contained in the article that my action was prompted in the matter by sinister and interested motives, I will not dignify with a denial.

In conclusion, I will state that the action taken by the office was the result of a conference with my superior officers, and meets with their entire approval.

In justice and fairness to myself, it is hoped that you will give this reply in its entirety the same publicity that you did the article to which it refers.

Very respectfully,

W. A. JONES, Commissioner.

Department of the Interior, Office of Indian Affairs,
Washington, April 12, 1902.

[For a statement from Mr. Kennan see the following page.]

II.—A New Statement from Mr. Kennan

In the letter to The Outlook which follows, Senator Platt, of Connecticut, says:

To the Editors of The Outlook:

Some one has sent me The Outlook for March 29, with a marked article by Mr. Kennan on leases at the Standing Rock Reservation. I regret to say that I do not remember to have ever seen within the same space so much of statement and insinuation calculated to give an entirely erroneous impression as to the facts as in that article. Surely you cannot suppose that the Secretary of the Interior, and the Indian Commissioner, and Committees of Congress are either corruptly or stupidly trying to despoil the Indians of their rights.

Very truly yours,

O. H. PLATT.

Senate of the United States, April 3, 1902.

Every man has a right, of course, to express an opinion with regard to another man's work; and if Senator Platt thinks that my article was untrustworthy and misleading, he is perfectly at liberty to say so. His opinion, however, would perhaps carry more weight if it were based upon—or at least accompanied by—citations and specific references. Does the article contain misstatements in matters of fact? If so, what are they? Are the conclusions drawn from the facts erroneous? If so, in what respect?

It ought not to be difficult to come to close grips in a controversy that relates almost wholly to matters of official record; and if Senator Platt will be good enough to point out to me the statements that he regards as erroneous and misleading, I will either furnish evidence to support them, or admit frankly that I have been mistaken.

Senator Platt seems to think that my article was made up largely of "insinuations." That certainly surprises me, because I had the idea that I was stating facts, and drawing conclusions from such facts, in the clearest, most direct manner possible. In order, however, that there may be no further misconception in this respect, I will now say, as plainly and distinctly as I possibly can, that—

1. The Indians of the Standing Rock Agency, so long as they were permitted to act without coercion, refused absolutely to open their reservation to foreign cattle. They were opposed to the leasing system

in the beginning, and they are opposed to it now; for reasons set forth in the speech of their leader John Grass, at the council of May 3, 1901, and in the decision of the council on the proposition submitted, at that time, by the agent of the Chicago, Milwaukee, and St. Paul Railway Co. (Senate Document No. 212, 57th Congress, 1st Session, pp. 90 and 92.)

2. In October last they were frightened—and virtually forced—into an agreement to lease their "unoccupied lands" to foreign cattlemen, by an order from the Indian Office threatening them with the "permit system;" that is, the turning in of foreign cattle without their consent, and without limitation as to range. (Sen. Doc. No. 212, p. 61.) This order, if I am correctly informed, was without warrant or sanction of law, and was an arbitrary invasion of the Indians' rights. The Sioux treaty of 1868 expressly "stipulates and agrees that no white person or persons shall be permitted to settle upon or occupy any portion of the reservation, or, without the consent of the Indians first had and obtained, to pass through the same." (Treaty with the Sioux, concluded April 29, 1868, and ratified February 16, 1869; U. S. Statutes at Large, Vol. 15.)

3. When Indian Commissioner Jones was asked, at the hearing before the Senate Committee on Indian Affairs January 23, 1902, "Did you write a letter to somebody out there, saying that the permit system would be inaugurated?" he replied, "No, sir; nor did anybody else." (Sen. Doc. 212, p. 60.) A letter from the Commissioner to Agent Bingenheimer ordering the inauguration of the permit system was then produced and read. (Sen. Doc. No. 212, p. 61.) If I had been in Senator Platt's place, as a member of the Committee, I should have asked Commissioner Jones for an explanation.

4. The agreement into which the Indians were forced by this threat of the permit system provided for the lease of "unoccupied lands" only; and it was expressly stipulated that the eastern boundary of the tract to be leased should be fixed and staked out by a joint com-

mission composed of Agent Bingenheimer and three representative Indians. This was to enable the Indians to protect their own homes and stock ranges from the cattle of the lessees by drawing a line of demarcation around the occupied part of the reservation. They agreed (under compulsion) to surrender a certain tract of land; but they stipulated that they should have the right to stake out its boundary. (Sen. Doc. No. 212, pp. 89 and 90.) When Agent Bingenheimer reduced the agreement to writing, he omitted this important stipulation, but let the Indians suppose that he had put it in. He thus obtained their signatures to a document which did not represent their wishes or their understanding of the case, and a document, moreover, which they would not have signed if they had known its real purport. Upon this feature of the case, Rev. T. L. Riggs (who has just made a careful investigation on the ground) comments as follows:

"The Indians accepted this" (the leasing proposition) "subject to two conditions: that is, that this tract be located on unoccupied lands, so as to not conflict with the rights of Indians, and that this tract be first definitely marked out by a committee of three Indians, chosen by themselves and the Agent. These two conditions were an essential part of the agreement, and separate from them there was no agreement made. On this question there is absolutely no variation in testimony given. It would appear, however, that in the written form submitted for the Indians to sign, these essential conditions were left out; and whereas the Indians supposed this to be the identical agreement they had made in council, it covered only the bare fact of their consent to the leasing of lands." (Report of Rev. T. L. Riggs, dated March 17, 1902.) Agent Bingenheimer admitted, before the Senate Committee, that he *did* agree to the stipulation with regard to the fixing and staking out of the boundary, and that he had not carried it into effect. (Sen. Doc. No. 212, pp. 86 and 90.)

If I had been a member of the Committee, I should have asked Mr. Bingenheimer whether he regarded it as fair or honest to take advantage of the Indians' illiteracy by suppressing in the written agreement a provision to which he had

verbally assented. In Eastern communities such practices are called frauds.

5. As soon as this agreement to lease "unoccupied" lands had been obtained, the Indian Office advertised for bids from cattlemen for the grazing privilege on more than two-thirds of the whole reservation; including tens of thousands of acres of land that the Indians were actually occupying. (Sen. Doc. No. 212, pp. 17 and 23.) This was in flagrant violation of the agreement, and if it was not an attempt, on the part of somebody, to "despoil the Indians of their rights," actions have no significance and words have no meaning.

6. The agreement with the Indians stipulated that the lessees should pay a certain price per head for the number of cattle pastured on the leased territory. The Indian Office paid no attention, apparently, to this stipulation, but leased the lands for three cents an acre, irrespective of the number of cattle. This would not be regarded as fair dealing among white men.

7. On the face of the facts, as they appear in the testimony before the Senate Committee, the Indian Office, or its Agent, first forced the Indians into an agreement to lease, by illegally threatening them with the permit system; then disregarded the most important stipulation of the agreement thus obtained; and finally violated the express terms of the agreement by changing the method and rate of payment, and by leasing lands that the Indians were actually occupying. If Senator Platt were in the place of "Thunder Hawk," and lived, by means of cattle-breeding, on the Standing Rock Reservation, I don't think he would regard this as a "square deal." That he himself would be incapable of "despoiling the Indians of their rights" goes without saying; but that Indians *have* been "despoiled of their rights," by Indian Agents and others, in all parts of the West, is a fact well known to all students of Indian affairs.

In a letter to the President of the Senate, written January 13, 1900, Secretary Hitchcock himself admitted that the Indian Agent at Fort Sill, on the Kiowa Reservation, apparently resorted to "willful misrepresentation and false translations," in order to get the Indians' signa-

tures to an agreement in which he was interested, and that even "the Department was misled" as to the number of Indians who signed it. "In view," he says, "of the apparently improper practices in procuring the agreement, and false certification as to the signers thereof, I am of opinion that it should not be ratified." (Sen. Doc. No. 76; 56th Cong. 1st Sess., p. 2.)

In spite of this report from the Secretary, the fraudulent agreement *was* ratified by Act of Congress of June 6, 1900; and if the Supreme Court does not intervene, the deceived Indians will shortly be evicted from their lands. (Appellants' Brief in case of Lone Wolf et al. vs. E. A. Hitchcock, Secretary of the Interior, p. 6.)

If this sort of thing could happen on the Kiowa Reservation in 1900, it might also happen on the Standing Rock Reservation in 1902. I have not looked up the vote in the Senate on this fraudulent Kiowa agreement, and I don't know whether Senator Platt was in favor of ratifying it or not; but many Senators *did* vote for ratification, and I have no doubt that every one of them would indignantly resent any suggestion or "insinuation" that the Indians were "despoiled of their rights." In any case, the Indian Office was not "stupid or corrupt;" the Secretary of the Interior was not stupid or corrupt; and the Senate was not stupid or corrupt; but the unfortunate Indians lost their lands, all the same.

The whole question of Indian rights and Indian treaties was thoroughly considered by the United States Supreme Court in the case of Worcester vs. the State of Georgia. (6 Peters, 581.) Its

opinion in that case was, in part, as follows:

"The language used in treaties with the Indians should never be construed to their prejudice. If words be made use of which are susceptible of a more extended meaning than their plain import, as connected with the tenor of the treaty, they should be considered as used only in the latter sense. . . . How the words of the treaty were understood by this unlettered people, rather than their critical meaning, should form the rule of construction. . . . We have made treaties with them; and are those treaties to be disregarded on our part because they were entered into with an uncivilized people? Does this lessen the obligation of such treaties? By entering into them have we not admitted the power of this people to bind themselves and to impose obligations on us? . . . Nations differ from each other in condition, and that of the same nation may change by the revolutions of time; but the principles of justice are the same. They rest upon a base which will remain beyond the endurance of time."

In view of Senator Platt's remarks in Committee upon the impending necessity for "disregarding the letter of the treaties that we have made, giving such rights as we have given to the Indians," I venture respectfully to call his attention to the words above quoted; and if such old-fashioned notions of justice and honor have not become antiquated and obsolete, it might be well, perhaps, to inscribe them on the wall of the Indian Office, directly in front of the Commissioner's desk.

Washington, D. C.,
April 9, 1902.

GEORGE KENNAN.

mine workers in a district that is idle, for just and sufficient reasons, order a suspension in any other district or districts that would in any way impede the settlement of the district affected. Provided, that such action would conserve to the best interest of the United Mine Workers of America.

This brief review of the Constitution of the United Mine Workers is sufficient to show that, instead of being a secret organization, its very basis is publicity. The power given to the National officers in the

last section quoted, to order a district strike without consulting the mine workers in the district, might easily be abused by a hot-headed board, but the opinion of The Outlook is that John Mitchell, at least, has shown himself to be a man of marked ability, integrity, human sympathy, and breadth of view—an opinion confirmed by an article on the Coal Strike contributed by him to "McClure's Magazine" for December.

Outlook - Dec. 13, 1902.

Settlement of the Standing Rock Indian Case

Staff Correspondence

ON the 29th of last March The Outlook published over my signature an article entitled "Have Reservation Indians Any Vested Rights?" In that article I attempted to show that Mr. Jones, the Indian Commissioner, and Mr. Bingenheimer, the Indian Agent on the Standing Rock Reservation in South Dakota, were about to commit an act of great injustice by forcing the Standing Rock Sioux to give up more than half of their reservation to cattlemen for grazing purposes, and that such action on the part of the Indian Office was not only unjust, but in flagrant violation of law. The charges which I made were, first, that the Indians had been illegally coerced into an agreement to lease a part of their "unoccupied lands;" second, that the Indian Commissioner had thereupon leased to two cattlemen named Lemmon and Walker more than half of the reservation, including hundreds of thousands of acres that were actually *occupied* by the Indians and were needed by them for their own herds; and, third, that, after forcing the Indians to consent to a lease of certain specified lands upon certain specified terms, the Indian Office wholly disregarded the conditions of the agreement, and, in the case of the Walker lease, turned over to a cattleman about half a million acres of land that the Indians never consented to lease upon any terms whatever. I pointed out, furthermore, the facts that a confirmation of the Walker lease would practically ruin the Sioux in the central part of the reservation by depriving them of their best pasturage, and that the course of the

Indian Office in the whole matter was not only ill-advised but unjust and illegal.

On the 3d of April Senator O. H. Platt, of Connecticut, wrote a letter to the editor-in-chief of The Outlook (subsequently published in The Outlook) in which, referring to my article, he said: "I regret to say that I do not remember to have ever seen, within the same space, so much of statement and insinuation calculated to give an entirely erroneous impression as to the facts as in that article." In April the Indian Commissioner himself made a reply to my charges (published in The Outlook of April 29) and defended the action of the Indian Office in the Standing Rock case.

On the 8th of May the President appointed Mr. George Bird Grinnell, of New York (the well-known editor of "Forest and Stream") a special agent to visit the Standing Rock Reservation, investigate the leases, ascertain whether the charges of unfair dealing on the part of the Indian Office were true or not, and submit such recommendations as the case might seem to require. Mr. Grinnell has made a thorough and careful investigation on the ground, and has submitted to the President a report in which he says that, as matters of fact, the Indians *were* coerced by the Indian Commissioner into an agreement to lease their "*unoccupied* lands;" that the Indian Office did thereupon lease to cattlemen a large tract of *occupied* land, in violation of the conditions of the Indians' consent; that such action of the Indian Commissioner was ill-advised and unjust; and that a confirmation of the Walker lease would

affect most injuriously the welfare of the Indians in the central part of the reservation. He therefore recommends that the Lemmon lease be so modified as to exclude all lands occupied by the Indians, or needed by them for pasturage, and that the Walker lease be "wholly rejected." The President has approved Mr. Grinnell's report; and, in accordance with the latter's recommendation, the Lemmon lease has been so modified as to satisfy the Indians and safeguard their interests, while the Walker lease, by Executive order, has been canceled altogether.

The position taken by The Outlook in this case has thus been sustained in every particular, and the publicity given in its columns to the facts has helped to prevent a great wrong, and to protect the Standing Rock Sioux from the consequences of ill-advised and injudicious action on the part of the Indian Commissioner.

As Mr. Grinnell's report will not be given to the press, I have made this brief statement in order that Outlook readers may know what finally happened in the Standing Rock case.

GEORGE KENNAN.

Washington, D. C., December 6.

Correspondence

The Views of Friends

To the Editors of The Outlook:

Would you permit a Friend to correct what appears to be a misapprehension as to the views of Friends in the article "Religious Life in America," in The Outlook for September 13? Friends "as a body" neither accept nor reject the conclusions of the higher criticism of the Bible, since they have no formal creed to be affected by them. As individuals, Friends have accepted those conclusions with great unanimity, and generally consider them a great assistance to better understanding of the Bible. I think also that there is no tendency among Friends to put the Bible in the place of those influences which are the origin of what is good in the Bible and in all other useful books, the tendency being very decidedly the other way.

H. M. H.

Is it Socialism?

To the Editors of The Outlook:

The idea has been suggested that the Government take control of the coal-mines. This suggestion brings forth a storm of criticism, and we hear the cry of "Socialism." No one, I think, looks upon England as a Socialistic country, yet, in one of her colonies, New Zealand, the Government owns not only coal-mines, but the railroads and telegraph lines, also

runs an insurance business for the benefit of its citizens. If this be not Socialism in one country, why should it be in another? Neither coal nor iron nor oil can be made by the art of man; they are put into the earth by the Creator: why should the supply of these necessities be controlled by a few?

E. P. B.

Danville, Va.

"The Supernatural"

To the Editors of The Outlook:

I was greatly interested in your recent editorial on the "Supernatural," because that very word, with a number of others, has seemed to me to be grossly abused, and to work, as you well say, "intellectual confusion." It seems to me that if we are true to etymology the word never had any right to be. And I cannot see how the word does anything other than give the content of a far-away God and a Christ essentially different from what the Father designed us to be—which I do not believe. After all, is it not true that the supernatural is simply the natural for those who are spiritually perfect? This does not alter the fact that there are spiritual phenomena which we shall never in this world, perhaps, thoroughly understand; but it does say that God works according to his own nature, from the soil to the soul, and all things are therefore not other than natural.

A. C. D.

Standing Rock Indians in Council at Rock Creek.

APRIL 12, 1902.

A council called by the Chiefs to protest against Mr. Lemons building his fence while his lease case was still in the court.

The farmer, Mr. Spooner, sent for the agent. There was much excitement among the Indians. The Indians sent for Miss Collins and sent urgent request that she be there on time to be a witness as to what was done.

The agent reached Rock Creek a few minutes ahead of Miss Collins. When Miss Collins arrived, groups of men with hard set teeth and earnest eyes standing about watching anxiously the hill to see if the missionary was coming; she was given a cordial greeting.

The meeting commenced between two and three o'clock and the council room was packed, all men with one purpose. One who understands men would know that it was not a time for trifling. These Indians were here to assert their rights as men. The agent opened the meeting. He did not have a fluent interpreter, so labored under some difficulty.

AGENT BERGENHEIMER:—

"I have come here at your request to hear what you have to say. I am told you do not want Lemon to go on building his fence. You ask who gave me authority to permit it. (Showing telegram). I received this telegram, dated March 23, from Commissioner Jones, telling me to allow Lemon to proceed with his fence. I have nothing to do with it. I can only obey orders.

"I hope you understand that your rations were cut down last year fifty per cent.; they will be cut again the first of July fifty per cent. I am allowed to pay this year \$4,000 for labor (about \$1.00 per capita). I shall pay \$1.25 per day. I have asked the Government to use a part of your money to buy cattle for you. I have asked for seventy-five bulls and three thousand six hundred two-year old heifers—one for each person.

"You have not enough to eat; what are you going to do? See these old people. They will starve if they do not have a full ration. You cannot live on the rations the Government gives you. You will have to work; you cannot find much work to do. This Lemon lease will pay \$7.00 per year per capita. If I tell the Department that you do not have enough to eat, they will say you have land to spare and would not lease it, and so I shall not be able to do anything for you. You ought to lease it to get this \$7.00 per year; you will need it. Your rations are only half now what they were a year ago, and in July will be cut into again. How can you live?"

GRAY EAGLE:—

"Are we to have the annual per capita payment of our interest money?"

"Yes, this year. I have tried to get the hide money and your \$3.00 per capita payment this year. I think you will get it. The Department has decided that it is not best to pay you your interest money; they will spend it for you."

THUNDER HAWK:—

"Last Spring we had two councils; you asked us to lend our land to the railroad; we did not wish to lease, we thought we had the right to refuse. The Commissioner frightened us by threatening to turn cattle loose upon us. Then in the fall you called a third meeting; we were helpless; we wanted to do the best we could to protect ourselves, so we agreed to lease thirty miles square on the Northwest corner of the Reservation, where there were no houses. This council chose three men, Louis Primeu, Antonie De Rockbrain, my-

self and you, to go out and designate the line ; you said you would meet us here at Rock Creek, and that you would go with us ; we waited but you did not come. We thought that when we had laid out the lines we could have an open council, that you and Lemon would meet us and read the contract to us, and we would then, together, come to an agreement like men."

AGENT BERGENHEIMER:—

"You are right and I fully intended to do as you say, but right now before all these people let me say, had it been left to me I should have done just as I promised, but it was not left to you nor to me!

"Before I had submitted a report of that council to the Department I was told that the Commissioner had made out the leases and that they were printed—I could do nothing. Those lines were run in Washington, your council had nothing to do with it, the names you signed had nothing to do with it, I did not send them until after the leases were made out and the boundary settled. I had nothing whatever to do with it, and further, right now, I want you to understand that I cannot say or do anything except as my superiors in the Department tell me. If I could I would do as you wish, but I can do or say nothing contrary to their wishes. I cannot change the line. I can do nothing, all that I can do is to obey his orders. The reason I did not go out with you to lay the line is because it was taken out of my hands by the Commissioner. I could not keep my promise to you. If any of those who will be fenced inside the pastures wish to move out, I will ask the Government to build them houses outside. I will permit them to move."

HAWK EAGLE:—

"If I am fenced in I want to move."

WEASEL-BEAR:—

"The promise was that we lease only unoccupied land, that no man's homestead should be disturbed—that the lines should run so as not to interfere with the men who had built substantial homes.

"We do not know where the lines run, how much land you have given Lemon, but we know that at least thirty-five of the Rock Creek families are surely in the pastures, who went there to settle on lands that they intended to take as allotments. These men do not want to abandon their homes. We forbid Lemon to build a fence that will enclose these homes.

"The Delegates who went to Washington put our case into the hands of lawyers. As we now understand, there has been no report made to us by these lawyers, stating we had lost our case. We were told to await the decision of the White Man's Court. If we can wait patiently for your Courts, why should the Commissioner, who is holding such a high office under the President, be permitted to ignore your own Courts and order Lemon to build the corral around our people while the case is pending? We forbid Lemon to build the fence and this is what we wish you to tell the Commissioner.

"We have no two plans, only one have we submitted and we stand by that. Take your Committee and gladly will we go with you and lay out the boundaries and make a contract with Lemon. We bind ourselves to no other contract."

AGENT BERGENHEIMER:—

"How are you going to live? Your rations are now so small they do not half feed you. You need every dollar you can get. After July first they will be still less. You will have to work; where will you get work? I say that I am not doing this. I cannot forbid Lemon to build the fence, I can only tell the Commissioner what you say."

WEASEL BEAR:—

"It is not money or rations that we are considering. We are standing by our rights as men. This is our land, and we are the ones to decide what part we shall lease and whether we shall lease anything."

AGENT BERGENHEIMER:—

"You are not leasing this land for nothing, you get big pay, \$7.00 per capita yearly. You need this money. You have not enough to eat now. Look at your old people, they will starve on less than full rations."

ONE BULL:—

If I am stronger than Weasel Bear and go to him and say you have a good farm, I want it, you must let me have it, Weasel Bear says, NO! I settled on this farm to make a home for myself and my children, I have gathered property about me and I am settled for good; in a few years I can support my family comfortably." I insist. I say, "that has nothing to do with the case, I do not want your place for nothing, I will pay you

for it." Now because I am stronger than Weasel Bear, though I will pay him well, would it be just or right, or manly for me to drive him off and take his home? I say NO. It is wrong, he does not want my pay, he wants his home because it is his, and it is his right to refuse to sell or lend. We want to be treated like men, not driven like dogs. For twenty years we have tried to learn the white man's way and we came to the courts in Washington,—we left our case there,—we thought the courts would rule wisely and justly, as the courts had taken our case,—we thought we were recognized as men; but now the Commissioner shows us that the white Man's Court is no better than his word and while our case is in court, not yet settled, he orders Lemon to go ahead and corral us. We are not brutes, we will not submit. Tell Lemon to stop building the fence, respect our manhood, and we will obey the laws; we will lease the part we selected. The land is ours; we will lease the Northwest corner and will go with you to make the boundaries and in open council hear his offer, and draw up the contract together. We forbid Lemon to go on with the fence.

AGENT BERGENHEIMER:—

If any one who will be inside the fence, wishes to move out, I will let him and will try to get lumber for you.

ROSE BUD:—

Where will the money come from, out of which you will buy the lumber?

AGENT BERGENHEIMER:—

It is a special gift from the United States, appropriated each year by Congress. It is called Subsistence or Civilization Fund, it is not Indian money, it is a free gift of the United States. It may be that it is from the sale of lands prior, but if it is, it was a long time ago. It is a free gift.

WAKUTEMANI:—

"No one wants to abandon his home. Wait until we get notice from our lawyers, that we have been defeated in the Courts—we are not yet defeated; the Commissioner has no right to tell Lemon to go ahead. Trust the Courts. We want you to forbid Lemon to proceed until the case is decided against us. We have made no new contract, we stand by the one talked of in October, 30 miles square on the Northwest corner of the Reservation; and they to pay not less than a dollar a head for the cattle. We protest and we want you to tell the Commissioner to stop Lemon until the Court decides whether we have the rights of men or not."

AGENT BERGENHEIMER:—

"I will write at once to the Commissioner, but I am afraid I can do nothing. You may sell fence posts to Lemon at six and one-half cents per piece and you may haul the wire which is now at Evarts and will soon be at Fort Yates. You can earn a great deal of money this way, and your people have not enough to eat. You ought to be glad to earn so much money."

ONE BULL:—

"We are Indians and CANNOT LIVE WITHOUT WOOD AND WATER. In winter we cannot live upon the high plains and keep our herds. We have to live along the streams, where there are ravines, and brush and sheltered spots and wood and water. This lease will deprive a great many people of their sheltered homes. Streams and wood are scarce; we will not lease the best of our lands, we will never consent to have our brothers corralled like cattle. We are men like you. Take the Committee and go out with them and decide where Lemon shall build his fence; we will agree to that."

AGENT BERGENHEIMER:—

"You understand it that way, but I did not understand it so. Still I say, if the Commissioner had let me, I would have carried out your plans, but I did not know you were to mark the boundaries."

ROSE BUD:—

"If you did not understand that the Committee who were selected to go with you were chosen by us to mark the boundaries, why did you arrange to meet them and promise to go with them, and why did you say you would have gone if the Commissioner would have let you?"

AGENT BERGENHEIMER:—

"I say I would have carried out your wishes as nearly as I could and I would have let you decide the boundaries but I did not understand you expected to do so."

WAKUTEMANI:—

"We have met here to have a plain talk with the Agent. He now understands what we want. We wish

him to write at once or telegraph to the Commissioner that we forbid Lemon to go on with the fence until the case is decided in the court. We ought to close this meeting by a rising vote on this protest."

AGENT BERGENHEIMER: —

"All willing for Lemon to go on, arise (not one)."

"All who protest and wish me to write the Commissioner to stop Lemon, rise (the whole house full of men arose without an exception)."

ROSE BUD:—

"We desire to have our missionaries to see the letter, we have decided by a unanimous vote that no more papers, contracts, etc., are to be signed by us until seen first by our missionaries."

AGENT BERGENHEIMER: —

"Who are they?"

ROSE BUD.

"Father Bernard, Winona, and Mr. Deloria."

AGENT BERGENHEIMER: —

"I cannot do that, I will send just as strong a letter as I can but I will not submit my letters to any one. However, I will give you a copy, and they can see the copy."

ROSE BUD:—

"We do not mean that we cannot trust you but we feel safer if our missionaries see what is said to be our expression, and if we have a copy, they cannot say in Washington we never said it, or that we said something else. A copy will do us."

WAKUTEMANI:—

"We should close now, it is late, there are many lesser things we want settled by the agent while he is here."

The meeting closed.

This Report is certified by

MARY C. COLLINS, [=Winona]
Missionary.

May 8. 1891. 6-7 pm Mission on Reservation.

Spoke before Lenape Council on 2nd.
Apr. 23 (see p. 58) "They are putting
up hay each year, neighbors often vying with each other as to
the amount of hay put up."
During the haying season it is the
one topic of conversation, & for
weeks sometimes the village is
nearly depopulated, because the Indians
are out in their haying camps. Some
have purchased their own implements
& therefore do not have to wait their
turn for the mowing machines which
have been issued by the Govt for
their use in common. As the
putting up of hay is so essential
to provide for their stock during
the deep snows & fierce blizzards
of a Dakota winter, it is necessary
that each Indian shall have his
hayland reserved, as well as his
grazing land. This hayland is
sometimes 5 to 10 miles from the Indians
home."

On Jan 23, 1902 Commr. Jones stated before the Senate Comm on Indian Affairs:

"The statement was made by Mr. Prineas that the Indians were forced into this leasing proposition for fear of the permit system."

Senator Jones of Arkansas: "Did you write a letter to somebody out there saying the permit system would be inaugurated?"

Commr. Jones: "No, sir; nor did anybody else."

A moment later a letter was produced & read, signed by W. A. Jones, Commr., dated Oct. 9, 1901, & addressed to Geo. H. Bingenheimer, ~~the~~ Indian agt. Standing Rock agency, with begins as follows:

"Sir: You are advised" &c A 142 ^{Evidence} (p. 61) & last ¶ of letter (middle p. 62).

On Feb. 4, 1902 Lieut. H. Ringenheimer, apt at Standing Rock Agency, appeared before the Senate Com. on Indian Affairs & stated that he "did not know there was any complaint" on the part of the Indians.

Senator Jones of Ark.: Did you agree to the Waller lease?

Mr. Ringenheimer: "Yes."

Senator Jones: "You are the agent, & ought to have known."

Mr. Ringenheimer: "Yes, but I heard nothing about it to the contrary."

Senator Jones: "I have been telling the ~~senate~~ committee for the last two or three weeks, & it is strange it has not come to your ears."

24/
Respecting the agreement between the Agent & the
Indians about the area to be leased:

Thomas Hawk stated to Senate Comm. (Feb. 4, 1902, though
incorrect): This was decided upon in a general council
of all the Indians, & there was a committee of three
appointed, one of which was myself, William Shuster, & the
Agent, with the interpreter, to see which way that
line should go, & we have waited all winter
with the understanding that in the spring we
should go out & show the Agent where the
Waller line would go." (p. 83).

Mr. Bingenheimer: "They were to go with me, & they were to
assist me in marking off the entire land."

The Chairman: "Did you do that?"

Mr. Bingenheimer: "We have not had time."

.
Senator Jones of Arkansas: . . . "The law requires that the consent
of these Indians shall be had p. 89 [all the bottom p. 89 & top p. 90 to ink
(mark).
Charles Jones."

Mary P. Lord, six ^{or} to seven years ^a Missionary on ^{the} Reservation, stated before ^{the} Senate Committee on Indian affairs, January 23 (see p 58): "They are putting up more hay each year, neighbors often vieing with each other as to the number of loads. During the haying season it is the one topic of conversation, and for weeks sometimes the village is nearly depopulated, because the indians are out in their haying camps. Some have purchased their own implements, and therefore do not have to wait their turn for the mowing machines which have been issued by the Government for their use in common. As the putting up of hay is so essential to provide for their stock during the deep snows and fierce blizzards of a Dakota winter, it is necessary that each Indian shall have his hay land reserved, as well as his grazing land. This hay land is sometimes from 5 to 10 miles from the Indian's home".

MEMORANDUM RESPECTING THE LEASING OF LANDS ON THE STANDING ROCK
RESERVATION.

The recent action of the Indian Office in leasing or attempting to lease the greater part of the Standing Rock Sioux Indian Reservation in the Dakotas involves two entirely separate and independent questions--one a question of principle, the other a question of policy and detail:

(1) Shall the Government through its Indian Bureau openly and flagrantly violate existing treaties with Indians and existing laws respecting the administration of Indian affairs? This is a matter of vital importance in our future relations with various tribes.

(2) Shall the Government insist on leasing the greater part of the Standing Rock Reservation against the wishes of the Indians and in violation of an agreement recently made between them and the Agent of the Reservation? Or shall it by friendly council strive to adjust the difficulty?

1. The Principle Involved.

The first question is, does our Government deliberately intend to stultify itself by ignoring and violating its treaty obligations? While it is not believed that either Congress or the President will permit such a course, the facts remain that the Agents of the Standing Rock and Rosebud Reservations have been instructed to open these reservations for grazing purposes on the permit system without the consent of the Indians, that the Rosebud Reservation has been so opened, and that the recent leasing of lands in the Standing Rock Reservation is in violation of treaty rights.

One of the greatest obstacles in the way of the harmonious adjustment of difficulties with Indians throughout the country is the

undue haste recently exercised by the Indian Bureau in attempting to force the Indians to do or not do various things. We are crowding the Indians too fast all along the line. The pressure should be relaxed a little.

Most Indians are intelligent, reasonable beings; easy to deal with if approached in the proper spirit. In matters vitally affecting their interests they like to be consulted, not driven by brute force.

2. How Shall the Standing Rock Difficulty Be Settled?

Briefly, the history of the case appears to be, that after the Indians were frightened by the order from the Indian Office at Washington, instructing the Agent to open the Reservation for grazing on the permit system on January 1, 1902, they agreed to lease certain unoccupied lands, the boundaries of which were to be established by a joint committee or commission consisting of three or more Indians, to be selected by the Indians on the Reservation, and one or more representatives of the Government. But the agreement which the Agent drew up for their signatures merely recited that unoccupied lands were to be leased.

The Indian Office, without giving the Indians a hearing or consulting them in any way, immediately on receipt of the signed agreement from the Agent, advertised for bids for leasing more than three-quarters of the Reservation. Seventeen days after the first advertisement, bids were opened at Washington. The bids varied from 3 cents to 3 cents and half a mill per acre, notwithstanding the fact that less desirable land immediately south of the Reservation is leased for 5 cents per acre.

A large tract, comprising 730,880 acres on the west and north sides, was leased to a man named Lemon, and another lease (the Walker lease) covering a large area in the southern half of the Reservation, was drawn up and has either been executed or its execution is pending. The area included in these leases is said to take in the homes of nearly two hundred families of Indians.

The proposition of the Indian Office is to leave the Indians where they now are and furnish them with wire fencing by which they are expected to fence individual holdings at the rate of 40 acres for each head of stock owned by them. On this basis, several Indians would each have to put up from five to ten miles of fence in order to protect their own stock, and the aggregate of fencing would be many times greater than if the lands occupied by the Indians were collectively fenced out from the land to be occupied by the cattlemen. It is said that there is not enough timber in the river bottoms to furnish posts for so much fencing, and that this timber is needed by the Indians for other purposes; moreover, several years would be required to build the fences if they must be put up by the Indians.

The Indians have already expressed their willingness, under existing circumstances, to allow the Lemon lease to stand and to add thereto a strip six miles in width in the southern part of the Reservation, and a strip of equal or greater width in the northern part; but they are unalterably opposed to the Walker lease in connection with the requirement that they be obliged to fence their stock in individual holdings. These Indians now own 15,000 head of cattle, and the increase last year was a thousand head.

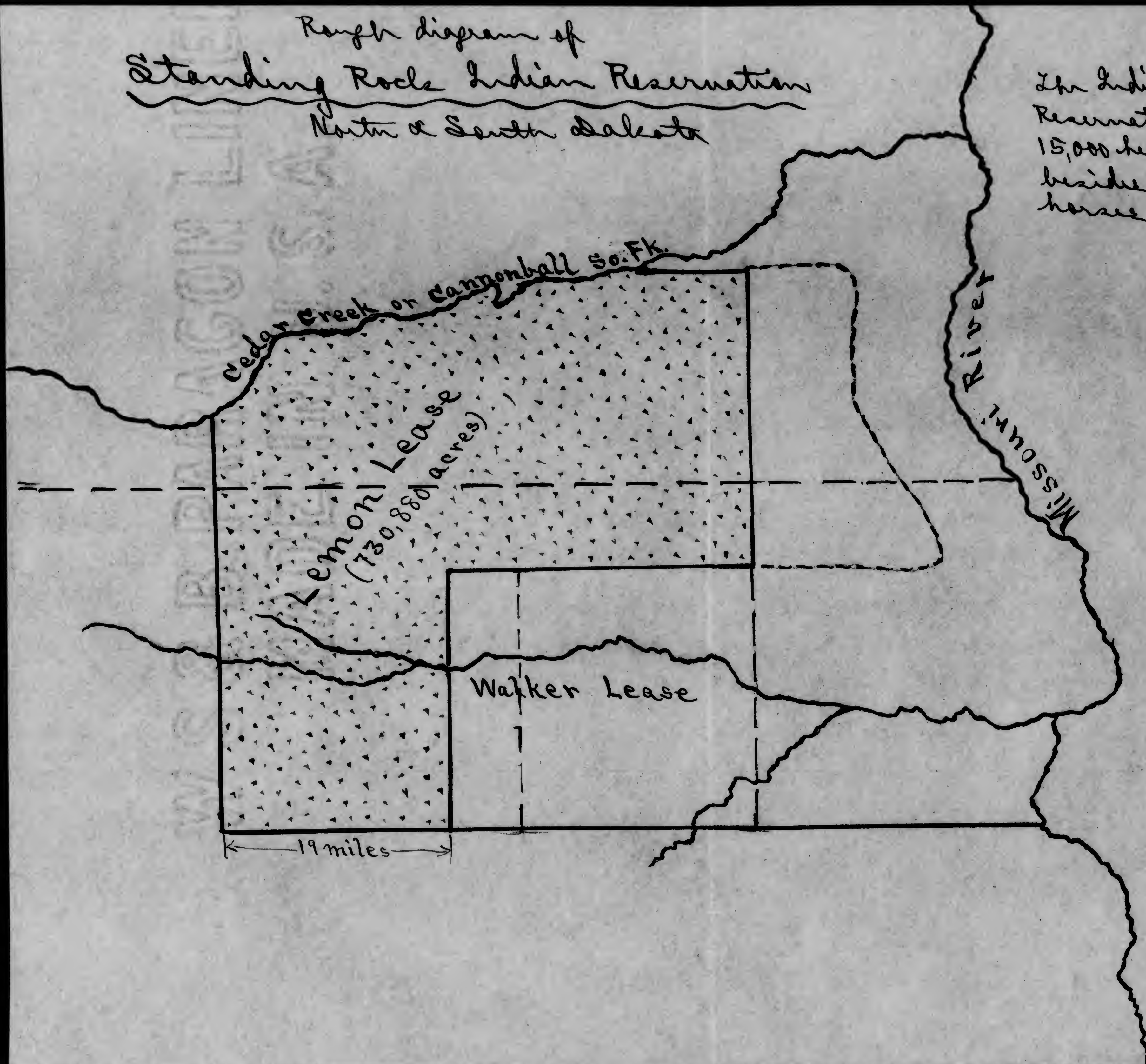
If the Government is determined that this land be leased, a wise course would seem to be to require the cattlemen to fence out

the Indians, which it is understood they have agreed to do. In the Grand River district an east and west fence on the north side of the River, and about three miles therefrom, would seem to accomplish the desired end. Should it be insisted that even more land than this must be leased to the cattlemen, the tract south of Grand River, beginning three miles south of the River, might be similarly leased and fenced. This would leave the Indians a strip six miles wide along the River valley and would secure them in most cases the little patches of grass land from which they cut their hay for winter use. Most of these patches are ^{from 1 to 3 miles} distant from the River 1-3 miles. It is the custom of the Indians to put up for winter feed $1\frac{1}{2}$ - 2 tons of hay per head of cattle, and as they own 15,000 head, the amount necessary would be about 25,000 tons. They own also several thousand horses which they feed a little hay in winter. It is obvious therefore that the preservation of these small and scattered patches of hay-grass is of the highest necessity to their welfare. Standing Rock Reservation is in the arid region where there is no agriculture without irrigation and where the only future for the Indians appears to be in stock raising.

There is little doubt that a competent man whom the Indians respect and believe, could induce them to agree to any reasonable proposition.

Rough diagram of
Standing Rock Indian Reservation
North & South Dakota

The Indians on this
Reservation now own
15,000 head of cattle
besides many thousand
horses.



MEMORANDUM RESPECTING THE STANDING ROCK INDIAN RESERVATION.

For a long time the Indians have been pressed to lease part of their Reservation to cattlemen, which they were unwilling to do. Finally, late in the year 1901, the Indian Agent at Standing Rock Agency showed the Indians an order he had received from the Indian Bureau at Washington instructing him to open the Reservation on the permit system January 1, 1902. This frightened them so that they decided it would be preferable to lease the northwest corner of the Reservation where stock could be ranged without interfering with their own stock, rather than admit stock under the permit system which allows ^{cattle} stock to range anywhere at one dollar per head. After talking it over for some time among themselves they agreed with the Agent to lease the northwest corner, the exact boundary to be established by a joint committee consisting of three Indians to be selected by the tribe, and someone designated to represent the Government. The Agent drew up a brief document for their signatures reciting that the unoccupied lands were to be leased for grazing purposes at a rate of one dollar per head or more, but saying nothing about the area to be leased, or how its boundaries were to be fixed. The document was immediately forwarded to Washington and the Indian Office forthwith advertised for bids. Seventeen days after the first appearance of this advertisement the bids were opened in the Indian Office at Washington. That the cattlemen in the neighborhood were fully apprised of what was going on and had formed a pool agreeing on rates, is indicated not only by the shortness of the time but by the fact that the bids varied from three cents to three cents and half a mill per acre. The highest bid was at the latter figure. Land in the Cheyenne Reservation immediately

south leases for five cents per acre and land on the opposite side of the Missouri for twelve cents per acre. The agreement signed by the Indians said nothing about acres but specified that they should receive at least one dollar per head for stock. ¶ The agreement that the boundaries of the area to be leased should be fixed by a joint committee was absolutely disregarded, and the Indian Bureau promptly drew up leases for the western two-thirds of the Reservation, as shown on the accompanying diagram. The Indians claim that 150 families live along the stream bottoms in the tracts covered by the Walker and Lemen leases, the greater number being on Grand River in the Walker lease. If I am correctly informed the Indian Bureau intends to execute this Walker lease (if it has not already been executed), reserving for the Indians the lands they actually occupy on the basis of 40 acres per head of stock. The Indians are to be supplied with wire for fences, but must cut, haul, and plant their own posts, and put up the fences. These Indians now own about 15,000 head of cattle and about half as many horses. Those owning the largest number of stock would have to build ten miles of fence in order to enclose the land which the Indian Bureau is willing to exempt from the leases. The Indians are now so badly frightened that they say they will accept the Lemen lease as it now stands (embracing ~~some~~ 730,880 acres) and will even add to this a strip six miles wide on the east of the southern part, and a still broader strip on the east of the northern part, as indicated on the diagram.

The points at issue appear to be

(1) That the agreement which the Agent drew up and to which he secured the signature of the Indians, stated only part of the articles agreed upon, saying nothing whatever as to how much land was to be leased or how its boundaries were to be determined.

(2) The agreement provided that payment for the leasing privilege should be at the rate of one dollar per head of stock. The actual terms of the leases executed by the Indian Department are at the rate of three cents and half a mill per acre of land.

The Indians are willing to lease an L-shaped tract extending completely across the west end of the Reservation and covering the greater part of the north half of the Reservation, the width of this tract in the Grand River valley and on the south border of the Reservation to be twenty-five miles. They are unwilling to lease any land in Grand River valley east of a point twenty-five miles east of the western border of their Reservation.

The question is also raised as to the authority by which the Indian Office promulgated its order to the Indian Agent instructing him to admit cattle on the permit system.

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undue haste recently exercised by the Indian Bureau in attempting to force the Indians to do or not do various things. We are crowding the Indians too fast all along the line. The pressure should be relaxed a little.

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2. How Shall the Standing Rock Difficulty Be Settled?

Briefly, the history of the case appears to be, that after the Indians were frightened by the order from the Indian Office at Washington, instructing the Agent to open the Reservation for grazing on the permit system on January 1, 1902, they agreed to lease certain unoccupied lands, the boundaries of which were to be established by a joint committee or commission consisting of three or more Indians, to be selected by the Indians on the Reservation, and one or more representatives of the Government. But the agreement which the Agent drew up for their signatures merely recited that unoccupied lands were to be leased.

The Indian Office, without giving the Indians a hearing or consulting them in any way, immediately on receipt of the signed agreement from the Agent, advertised for bids for leasing more than three-quarters of the Reservation. Seventeen days after the first advertisement, bids were opened at Washington. The bids varied from 3 cents to 3 cents and half a mill per acre, notwithstanding the fact that less desirable land immediately south of the Reservation is leased for 5 cents per acre.

A large tract, comprising 730,880 acres on the west and north sides, was leased to a man named Lemon, and another lease (the Walker lease) covering a large area in the southern half of the Reservation, was drawn up and has either been executed or its execution is pending. The area included in these leases is said to take in the homes of nearly two hundred families of Indians.

The proposition of the Indian Office is to leave the Indians where they now are and furnish them with wire fencing by which they are expected to fence individual holdings at the rate of 40 acres for each head of stock owned by them. On this basis, several Indians would each have to put up from five to ten miles of fence in order to protect their own stock, and the aggregate of fencing would be many times greater than if the lands occupied by the Indians were collectively fenced out from the land to be occupied by the cattlemen. It is said that there is not enough timber in the river bottoms to furnish posts for so much fencing, and that this timber is needed by the Indians for other purposes; moreover, several years would be required to build the fences if they must be put up by the Indians.

The Indians have already expressed their willingness, under existing circumstances, to allow the Lemon lease to stand and to add thereto a strip six miles in width in the southern part of the Reservation, and a strip of equal or greater width in the northern part; but they are unalterably opposed to the Walker lease in connection with the requirement that they be obliged to fence their stock in individual holdings. These Indians now own 15,000 head of cattle, and the increase last year was a thousand head.

If the Government is determined that this land be leased, a wise course would seem to be to require the cattlemen to fence out

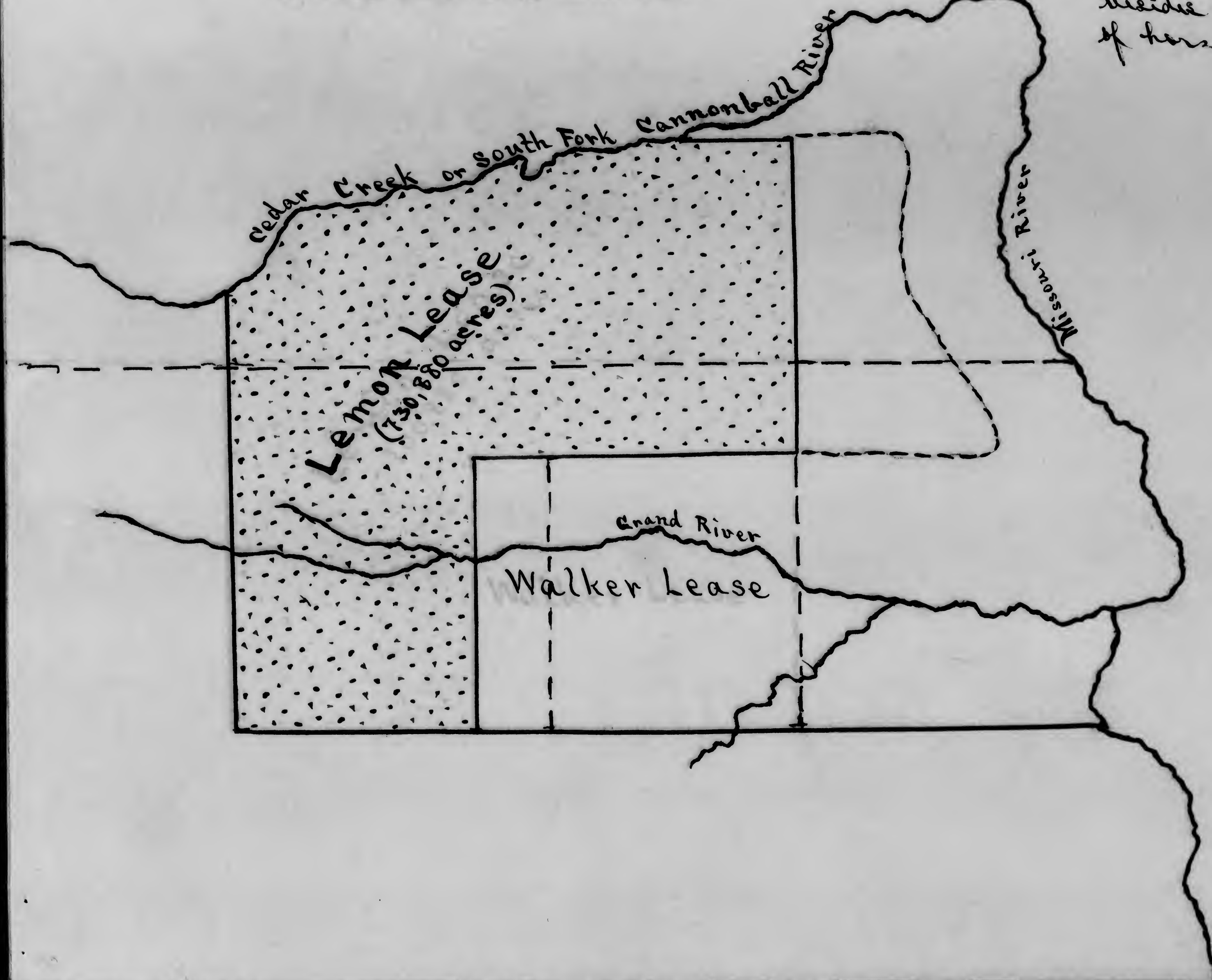
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Standing Rock Indian Reservation

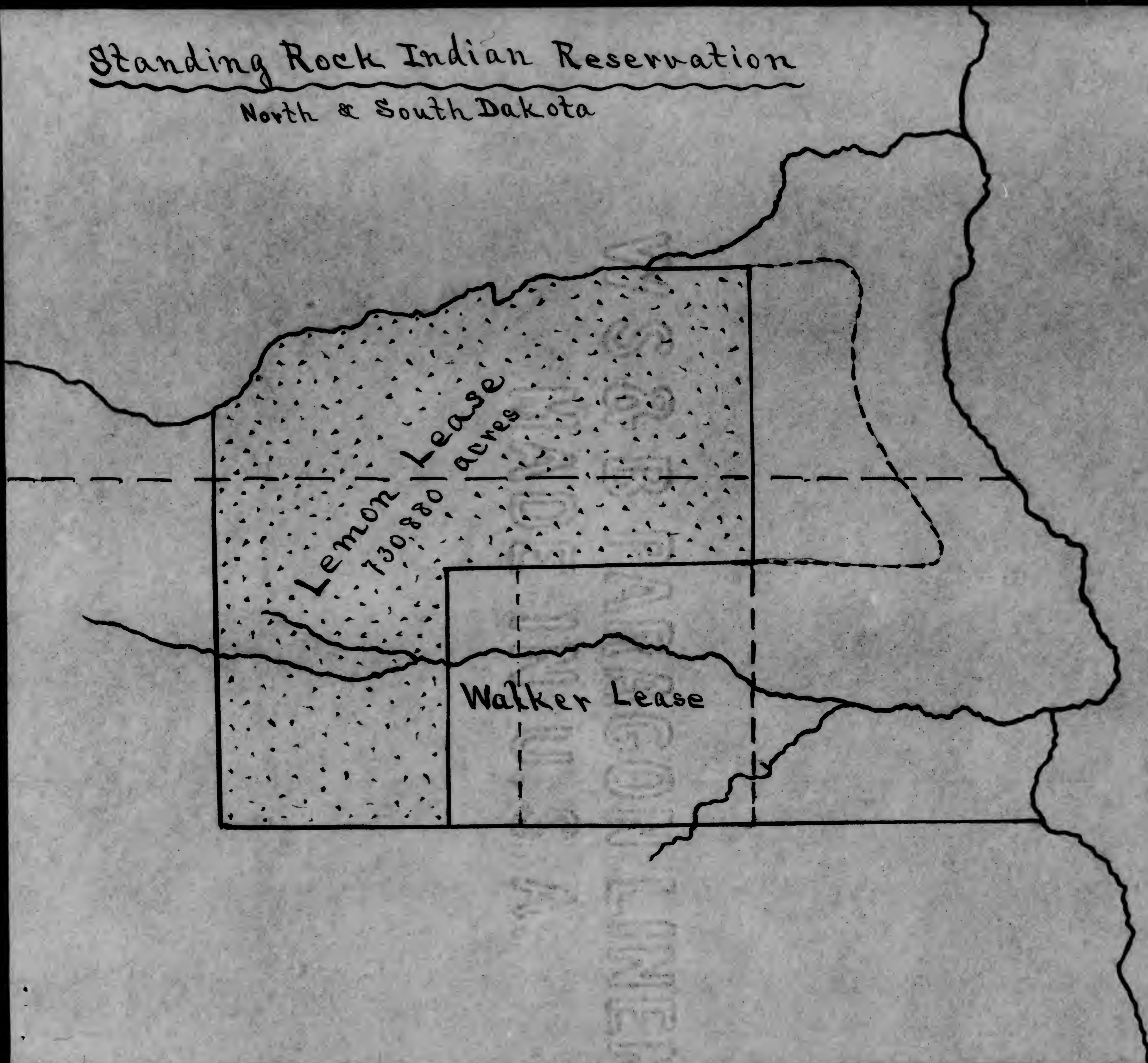
North & South Dakota

The Indians on Standing
Rock Reservation now
own 15,000 head of cattle,
besides many thousands
of horses



Standing Rock Indian Reservation

North & South Dakota



On January 23 Commissioner Jones stated before the Senate Committee on Indian affairs:

"The lease provides that the tract must be fenced at the expense of the lessee; " and again "the lessees cannot put a single head on there until they have fenced the land. There is no question about that". (Testimony, page 45).

The same day Commissioner Jones said (p.68): "I will state as to the families living in the proposed leased tract that we propose to give them all the wire they will need to fence their holdings, both as to their meadow lands and also in whatever other tracts they may want. We insist that they shall do their own fencing".

Mr. Truesdell stated before the Committee: "It was not until the Indians came to Washington that they heard what the proposition was-- that they were to inclose their lands with a wire fence. The proposition is that the Government shall furnish the wire, and the Indians shall get the posts, dig the holes, and put them down. But we do not know where the wire is, whether at Bismarck or where. We do not know where the posts are. And it puts upon the Indians with 100 head of cattle the necessity of putting up 10 $\frac{1}{2}$ miles of fence to close them it. I have figured it all out carefully". (Testimony, p. 88).

On January 23, 1902 Commissioner Jones stated before the Senate Committee on Indian affairs:

"The statement was made by Mr. Primeau that the Indians were forced into this leasing proposition for fear of ^{the} permit system".
Senator Jones of Arkansas: "Did you write a letter to somebody out there saying the permit system would be inaugurated?"

Comm. Jones: "No, sir; nor did any body else". (Testimony, p. 60)

A moment later a letter was produced and read, signed by W.A. Jones, Commissioner, dated Oct. 9, 1901, and addressed to Geo. H. Bingenheimer, Indian Agt., Standing Rock Agency, which begins ^[Testimony, pp. 61-62] as follows:

"Sir: You are advised that the Secretary of the Interior, on the 4th instant, granted authority for the inauguration of the permit system of taxation for resident cattle and the permit system of pasturage for outside cattle on the Standing Rock Reservation, subject to the following conditions: The system shall be inaugurated to begin January 1, 1902; the rate for both resident and outside stock (whether horses or cattle) shall be \$1 per head per annum; each family having rights on the reservation shall be exempt from the payment of the tax to the extent of 100 head, and shall be required to pay only for the excess; owners of outside stock shall pay for the full number of stock grazed; payment shall be required semiannually in advance, and nonresident owners shall be required to give bond to secure the deferred payment; permits shall be issued for only one year.

"You are accordingly instructed to take immediate steps to inaugurate the permit system of taxation for resident stock, and the permit system of pasturage for nonresident stock, in accordance with the Secretary's authority and the instructions herein contained. . . .

"Should you meet with any special difficulty in carrying out these instructions, the same should be promptly reported to this office. The matter should receive immediate attention, that the system shall be in working order on January 1, 1902." (Testimony, pp. 61-62).

On February 4, 1902, Geo. H. Bigenheimer, agent at Standing Rock Agency appeared before the Senate Committee on Indian Affairs and stated that he "did not know there was any complaint" on the part of the Indians. (Senate Dec. p. 73)

Senator Jones, of Arkansas: "Did they agree to the Walker lease?"

Mr. Bigenheimer: "Yes".

Senator Jones: "You are the agent, and ought to have known".

Mr. Bigenheimer: "Yes, but I heard nothing about it to the contrary".

Senator Jones: "They have been talking to the Committee for the last two or three weeks, and it is strange it has not come to your ears".

Respecting the agreement between the Agent and the Indians about the area to be leased:

Thunder Hawk stated to Senate Committee (Feb. 4, 1902, through interpreter): "This was decided upon in a general council of all the Indians, and there was a committee of three appointed, one of which was myself, Walking Shooter, and the agent, with the interpreter, to see which way that line should go, and we have waited all winter with the understanding that in the spring we should go out and show the agent where the Walker lease would go. . . . (p. 85).

↑
Mr. Bingenheimer: "They were to go with me, and they were to assist me in marking off the entire land".

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Mr. Chairman : "Did you do that?"

Mr. Bingenheimer: "We have not had time"

p. 89

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Senator Jones of Arkansas: "The law requires that the consent of these Indians shall be had with regard to whatever shall be done with this land; and the statement ^{was made} by the agent that these Indians, in their council, provided that a committee should be appointed to designate what were the unoccupied lands, and there can be nothing else done under the law in regard to this agreement".

Commissioner Jones: "There is nothing of that kind on the record"

Senator Jones, of Arkansas: "It makes no difference what is on the record";

Comway Jones: "The agreement was that they should lease the unoccupied lands".

Mr. Bigenheimer: "We had our council of Indians, and they agreed to lease the land".

Mr. Chairman: "The unoccupied lands?"

Mr. Bigenheimer: "Yes; the unoccupied lands"

Mr. Chairman: "What is your understanding of unoccupied?"

Mr. Bigenheimer: "They came to me and said, 'We want Thunder Hawk and Walking Shooter to assist you and the interpreter to go out there and stake it out; and I agreed to it'".

Mr. Chairman: "You agreed to ~~do~~ it. Then ^{they} ~~you~~ wanted you and these gentlemen to lay out the unoccupied lands?"

Mr. Bigenheimer: "Yes".

Mr. Chairman: "Why should it not be done now? Why not do just what you agreed to do? Then it would be entirely satisfactory to the committee and everybody else".

Mr. Bigenheimer: "Let me go home with the Indians and have the outsiders let them alone, and the Indians will be satisfied."

Senator Jones, of Arkansas: "So far as I am concerned, I will say that the law requires that these Indians shall consent to whatever lease shall be made, and, according to your statement, they were to point out what were unoccupied lands. That is the understanding. So far as I am concerned, I do not purpose leaving it to you to say that they shall agree to a lease that they have not consented to".

MEMORANDUM RESPECTING THE AGENT OF THE STANDING ROCK INDIAN
RESERVATION.

On February 4, 1902, George H. Bigenheimer, Indian Agent at Standing Rock Agency, appeared before the ^{Senate} Committee on Indian Affairs and began his testimony ^{with the statement} that he "did not know there was any complaint" on the part of the Indians with respect to the leases under negotiation, whereupon Senator Jones of Arkansas remarked that it was strange the matter had not come to his ears in view of the fact that the Indians had been talking to the Committee on the subject for the previous two or three weeks.

The agreement between the Agent and the Indians as to how the boundaries of the leased lands were to be fixed appears from Mr. Bigenheimer's own testimony [Evidence before Senate Committee, pp. 89-90]:

Mr. Bigenheimer: "We had our council of Indians, and they agreed to lease the land".

Mr. Chairman: "The unoccupied lands?"

Mr. Bigenheimer: "Yes; the unoccupied lands".

Mr. Chairman: "What is your understanding of unoccupied?"

Mr. Bigenheimer: "They came to me and said, 'We want Thunder Hawk and Walking Shooter to assist you and the interpreter to go out there and stake it out'; and I agreed to it".

Mr. Chairman: "You agreed to it. Then they wanted you and these gentlemen to lay out the unoccupied lands?"

Mr. Bigenheimer: "Yes".

Mr. Chairman: "Why should it not be done now? Why not do just what you agreed to do? Then it would be entirely satisfactory to the committee and everybody else".

In view of the above admission it hardly seems necessary to raise the question as to whether an agent who has violated his own agreement with his Indians is a fit person to be continued in office.

Kennan. - Have the Standing Rock Indians [Sioux] ^{1902.}
been fairly treated?

Outlook, May 1902.

Outlook
May 3 '02

Have the Standing Rock Indians been Fairly Treated?

A Reply to Commissioner Jones's Letter¹

By George Kennan

I HAVE read attentively the reply of the Indian Commissioner to my recently published article. I shall refrain from expressing any opinion with regard to its merits as a defense, because I do not wish to be discourteous; but I will take up, in their order, the points that Mr. Jones attempts to make, and briefly consider them.

1. He defends his illegal "permit-system order" of October 9, 1901, by saying that the reservation was overrun by trespassing cattle, and that it was better, in the interest of the Indians, to collect a dollar a head from the owners of such cattle, under the permit system, than to let the "freebooters" get their pasturage for nothing. I am not prepared to admit that illegal action on the part of the trespassers justified the Department in condoning and sanctioning the illegality by accepting payment from the wrong-doers; but it is not necessary to go into the merits of that question, inasmuch as there is very great doubt as to the existence of the alleged evil. The Indians themselves have never complained of "freebooters;" I have not been able to find a single reference to trespassing cattle in the reports of the Standing Rock agents to the Indian Office; trustworthy persons who have just come from the reservation assure me that there are very few, if any, trespassing cattle within its limits. Agent Bingenheimer said, less than a year ago, "You can ride across the country for days and never see a critter" (Sen. Doc. 212, p. 91); and Mr. Jones himself declared, on the 23d of

¹ The letter of Commissioner Jones to which this article is a reply appeared in The Outlook dated April 29. Mr. Kennan's first article was printed in The Outlook of March 29 last.

last January, before the Senate Committee, that "there is a lot of idle land there which is used neither by the Indians *nor by anybody else*" (Sen. Doc. 215, p. 67). I find complaints of trespassing cattle in the reports of agents on other Sioux reservations—particularly Cheyenne River and Rosebud—but not one from Standing Rock. If the cattle were there, why did not the Indian Office have them removed? Removal, apparently, would not have been difficult. Agent McChesney reports to the Commissioner that his farmers, with the aid of a few Indian police, removed 8,000 trespassing cattle from the Rosebud Reservation in 1899. (Rep. of the Indian Commissioner for 1899, p. 341.) There are nearly 4,000 Indians on the Standing Rock Reservation, and they own 10,000 horses. Is it conceivable that they could not have driven off the trespassing cattle if there were any there? And is it probable that they would have submitted to such a trespass without protest if it had any real existence?

The Commissioner assured the Senate Committee that there have been for years, and are now, more trespassing cattle on the Standing Rock Reservation than it is proposed to put on under the leases. (Sen. Doc. 212, p. 18.) As Lemmon and Walker, under the terms of the leases, are to have a right to put one head of stock on every forty acres, or 30,000 head on the 1,200,000 acres of leased territory (Sen. Doc. 212, p. 46), the Commissioner's statement to the Senate Committee is equivalent to an assertion that there are more than 30,000 trespassing cattle on the reservation now. How does he propose to reconcile this assertion with his other statement that "there is a lot of land there

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which is used neither by the Indians nor by anybody else," and with Agent Bingenheimer's assertion that "you can ride across the country for days and never see a critter"?

As a matter of fact, the Standing Rock Reservation is not overrun by trespassing cattle now, and it never has been. This defense of the illegal "permit-system order," therefore, is a breastwork of straw.

2. In a letter from New York to Assistant Commissioner Tonner, written on the 15th of May, 1901, Mr. Jones expressly said that he could not inaugurate the permit system without the Indians' consent, and directed the Assistant Commissioner to ascertain from Agent Bingenheimer, by telegraph, whether the Indians had not "experienced a change of heart" in the matter. If they had—that is, if they would consent—he "would issue permits at once" (Sen. Doc. 212, p. 63). He now says, in reply to my article, that the Indian Office "did not contemplate securing the consent of the tribe" for the inauguration of the permit system, "neither did it require such action." In May last he said he must have the Indians' consent, and now he says that he didn't need it and had no idea of asking for it. Which statement is true? It is hardly possible that both can be true.

But there is another point of that permit-system order upon which Mr. Jones contradicts himself. The last sentence of the order reads as follows: "Due care should be taken by you" (Agent Bingenheimer) "*not to admit such number of outside stock as to overgraze the lands.*" If this means anything, it certainly means that the Commissioner expected the order to result in the bringing in of "outside stock." He now says, however, in reply to my article, that "there was no proposition nor intention to invite cattlemen to bring in additional numbers of cattle for grazing purposes; it" (the order) "simply provided that a tax of \$1 per head should be paid for grazing" (trespassing) "stock already on the reservation." The order says outside cattle are to be brought in; but his reply declares that there was no intention to bring outside cattle in. Which of these statements is true?

If there were no trespassing cattle on the reservation, the permit-system order which frightened and coerced the Indians

into an agreement to lease cannot be justified or excused on that ground. If there was no consent on the part of the Indians, it was in violation of a treaty obligation.

The only other defense set up by the Commissioner is that "the end sought justifies the means." Morally and legally, that is a very shaky proposition in any circumstances, and it is far from constituting a good defense when the "end sought" was the acquirement, in the interest of a cattle syndicate, of lands that the Indians had refused to give up, and the "means" were a broken promise and a violation of a guaranteed right. The testimony given before the Senate Committee shows conclusively that the consent of the Indians to lease their lands was obtained from them by means of the coercive influence of this illegal permit-system order. They consented to lease, not because they wanted to do so, nor because they were willing to do so; but because they were, as they said, "under pressure," and could escape the permit system in no other way. Metaphorically speaking, their consent was obtained with a club. (Sen. Doc. 212, pp. 51-53.)

3. The next point of the Commissioner's reply raises the following question: When the Indians gave a qualified consent to lease—that is, a consent to which certain stipulations and conditions were attached—had the Department discretionary power to ignore all the conditions and still hold the Indians to the consent?

The Commissioner says that "the council proceedings" (the conditions of the consent) "were in no sense an agreement, unless it be an agreement among the Indians themselves, to which the Department is in no sense a party." As a legal proposition, and in a very strict sense, that may be true; but in the circumstances of this case it amounts to an assertion that the Indians have no right or power to attach any stipulation whatever to their consent to lease lands. They may not say that they will lease only unoccupied lands; nor that they will lease only one-third of their reservation; nor that they will lease only a certain specified township. If they once consent to lease a single acre as pasturage for one small foreign calf, the Department, in its discretion, may take away from them a whole million acres, throw that million-acre

tract open to foreign cattlemen, and then say to them (the dissatisfied Indians), "Your council proceedings, by which you attempted to limit the amount of land you would lease, have no binding force as against the Department. It is true that we can't take a single acre of your reservation without the 'authority of your council speaking for you'" (Act of Congress of February 28, 1891), "but if you once consent to lease that single acre, we can throw open to cattlemen as much of your territory as we think best—occupied or unoccupied—and upon such terms as we choose."

That may be good law, but it strikes me as a very dubious proposition from an ethical point of view. The Act of Congress which authorizes the leasing of Indian lands reads as follows:

"Where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior." (Act of Congress of February 28, 1891.)

I do not know whether this law has ever been judicially construed or not; but its intent would seem to be to give the Department a certain supervisory control over the decisions of the Indian councils in the matter of land, with a view to restraining such councils when they show a disposition to lease their lands injudiciously, in too large quantities, or at a foolishly low price. Its object was to protect an inexperienced and naturally improvident people from exploitation by the whites. Congress, apparently, intended to say: "You may lease, for your own benefit, such parts of your lands as you do not need; but you must act in such matters through your council, and its decisions, as to the quantity of land to be leased and the terms of payment therefor, are subject to Departmental supervision and control." It seems to me extremely improbable that Congress intended to give

the Interior Department power to lease two million acres of land that the Indians had "bought and paid for," when the council had agreed to lease only one-third of that amount, and to turn cattlemen and their cattle into the occupied parts of the reservation when the council had consented to lease only the unoccupied parts.

4. But there is another aspect of the case that should have attention in connection with the Commissioner's plea that the conditions of the Indians have no binding force on the Department. After being frightened by the threat of the permit system, the Indians were finally induced to consent to a lease by certain promises and representations made to them by the Department's agent. Mr. Bingenheimer admitted, before the Senate Committee, that the Indians agreed to lease only their *unoccupied* lands; that he "did not propose to lease anything they wanted to use;" that he distinctly promised them that the unoccupied land should be determined and its boundary fixed and staked out by a commission to be composed of three representative Indian chiefs and himself; and that this promise or agreement had not been fulfilled. (Sen. Doc. 212, pp. 84, 85, 89, and 90.) If Mr. Bingenheimer did not report these promises and representations to the Indian Office, and did not inform the Commissioner that the Indians were relying on them, he dealt unfairly not only with the Indians but with the Department whose agent he was. If, on the other hand, he did report them, and they were found objectionable, the Department should have disavowed them and given the Indians a chance to recall their consent. It may have been legal, but it certainly was not fair, to hold the Indians to their consent and at the same time repudiate the Bingenheimer promises by means of which that consent was obtained. This was evidently the view of Senator Jones (of Arkansas), who said before the Senate Committee: "The law requires that the consent of these Indians shall be had with regard to whatever shall be done with this land; and the statement was made by the Agent that the Indians, in their council, provided that a committee should be appointed to designate what were the unoccupied lands; and there can nothing else be done under the law in

regard to this agreement. . . ." The committee was to point out to the Agent what was unoccupied land. "When you go out" (addressing Commissioner Jones), "you point out a lot of land they have not designated, and you say if there are some who do not want to stay in it, they may fence off their land." (Sen. Doc. 212, pp. 89 and 87.)

This was evidently the view also of Senator Stewart, the Chairman of the Senate Committee, who said: "The Indians were to lease unoccupied lands, and it was their understanding that there was to be a committee of three appointed to designate them. That should be carried out."

5. The question that now presents itself is, "Why were the promises made by Agent Bingenheimer not fulfilled; and why did he not go out with the Indian committee last fall to fix and stake out the boundary of the 'unoccupied land' as he agreed?" The Commissioner's reply throws no light upon this question, but I can answer it, if he does not. The boundary-lines of the territory to be leased had been fixed in the Indian Office, and the leases had been drawn and printed before the Indians gave any consent whatever to lease any part of their lands. The Commissioner felt so sure, apparently, that the threat of the permit system would bring the Indians to terms that he decided what part of their reservation he would give to the cattlemen, fixed the boundary, drew up the lease or leases, and then ordered Agent Bingenheimer to call a council and get the Indians' consent to a cut-and-dried scheme. This, at least, is the explanation given by Mr. Bingenheimer himself, who now declares that his promises to the Indians were made in good faith, but that he could not fulfill them because the Commissioner took the whole matter out of his hands. With reference to his appearance before the Senate Committee in Washington last February, Mr. Bingenheimer now says: "I could only say what the Commissioner would let me say, and only know what he allowed me to know. If I had been free to speak, I could have told a whole lot." The fact that the interesting and valuable information which Mr. Bingenheimer evidently has with regard to this leasing business was

drawn out of him by the Senate Committee on Indian Affairs is only another proof that, as I said in my first article, the proceedings of that Committee were "so unsystematic, inconsecutive, and inconclusive as to leave almost everything in doubt."

Senator Platt objects to my statement of this case. He is a man of unimpeachable integrity and honesty of purpose, and he evidently believes that I am misled, if not misleading; but if he had co-operated with Senator Jones, and had asked Agent Bingenheimer a few searching questions, he might have brought out the "whole lot" that the Agent says he could have told, and might thus have furthered the cause of justice and National honor. It was perfectly evident that the Indians were not getting "a square deal" at the hands of Mr. Jones, Mr. Bingenheimer, or both, and it was the duty of the Senate Committee to ascertain why.

The reason for the failure to keep faith with the Indians has been given by Agent Bingenheimer since my first article was written. On the 22d of March Commissioner Jones telegraphed the Agent to let Mr. Lemmon proceed with the building of his fence, on a line that would inclose thirty or forty Indian houses and a considerable part of the Indians' Grand River lands. As soon as the work began, the Indians called a council to protest against the fence-building, and asked Mr. Bingenheimer to be present and explain why he had not kept his agreement to go with them and run the line that this fence should follow. The council was held on the 12th of this month—the very date of Mr. Jones's reply to my article—and was attended by all the leading chiefs and most of the male Indians in the central part of the reservation. The proceedings were, in part, as follows:

Agent Bingenheimer—I have come here, at your request, to hear what you have to say. I am told that you do not want Lemmon to go on building his fence.

Thunder Hawk—Last spring we had two councils. You asked us to lend our land to the railroad. We did not wish to lease. We thought we had a right to refuse. The Commissioner frightened us by threatening to turn cattle loose upon us. Then, in the fall, you called a third meeting. We were helpless. We wanted to do the best we could to protect ourselves, so we agreed to lease thirty miles square on the northwest corner of the reserva-

tion where there were no houses. This council chose three men—Louis Primeau, Antoine De Rockbrain, and myself—to go with you and designate the lines. You said that you would meet us here, at Bull Head Station, and that you would go with us. We waited, but you did not come. We thought that when we had laid out the lines we should have an open council; that you and Lemmon would meet us and read the contract to us, and that we would then, together, come to an agreement like men.

Agent Bingenheimer—You are right, and I fully intended to do as you say. But right now, before all these people, let me say that if it had been left for me, I should have done just as I promised. But it was not left to you nor to me. Before I had submitted a report of that council to the Department, I was told that the Commissioner had made out the leases, and they were printed. I could do nothing. Those lines were run in Washington; your council had nothing to do with it. I did not send the council proceedings [to the Commissioner] until after the leases had been made out and the boundaries settled. I had nothing to do with it. . . . The reason that I did not go out with you to lay out the lines is because it was taken out of my hands by the Commissioner. I could not keep my promise to you.

Weasel Bear—The promise was that we lease only unoccupied land; that no man's homestead should be disturbed; that the leases should run so as not to interfere with the men who have built substantial homes. We do not know where the lines run, or how much land you have given Lemmon; but we do know that at least thirty-five of the Bull Head families are surely in the pasture, who went there to settle on land that they intended to take as allotments. These men do not want to abandon their homes. We forbid Lemmon to build a fence that will inclose these homes. The delegates who went to Washington put our case into the hands of lawyers. As we now understand, there has been no report made to us by these lawyers that we have lost our case. We were told to await the decision of the white man's court. If we can wait patiently for your courts, why should the Commissioner, who is holding such a high office under the President, be permitted to ignore your courts, and order Lemmon to build the corral around our people while the case is pending? We forbid Lemmon to build the fence.

Agent Bingenheimer—How are you going to live? Your rations are now so small that they do not half feed you. You need every dollar you can get. . . . I hope you understand that your rations were cut down last year fifty per cent. They will be cut again the first of July fifty per cent. . . . You have not enough to eat. What are you going to do? See these old people! They will starve if they do not have a full ration. You cannot live on the rations the Government will give you. You will have to work, and you can't find much work to do. This Lemmon lease will pay seven dollars a year per capita. If I tell

the Department that you do not have enough to eat, they will say that you had land to spare and would not lease it, and so I shall not be able to do anything for you. You ought to lease it to get this seven dollars a year. You will need it. Your rations are only half now what they were a year ago, and in July will be cut in two again. How can you live?

Weasel Bear—It is not money nor rations that we are considering. We are standing by our rights as men. This is our land, and we are the ones to decide what part we shall lease, or whether we shall lease anything.

Agent Bingenheimer—You are not leasing this land for nothing. You get big pay—seven dollars per capita yearly. You need this money. You have not enough to eat now. Look at your old people. They will starve on less than full rations.

One Bull—If I am stronger than Weasel Bear, and I go to him and say, "You have a good farm; I want it. You must let me have it," Weasel Bear says, "No, I settled on this farm to make a home for myself and my children. I have gathered property about me, and I am settled for good. In a few years I can support my family comfortably." I insist; I say, "That has nothing to do with the case. I do not want your place for nothing—I will pay you for it." Now, because I am stronger than Weasel Bear, though I will pay him well, would it be just or right or manly for me to drive him off and take his home? I say No! It is wrong! He does not want my pay. He wants his home, because it is his, and it is his right to refuse to sell or lend. We want to be treated like men, not driven like dogs. We came to the courts in Washington. We left our case there. We thought the courts would rule wisely and justly. As the courts had taken our case, we thought we were recognized as men; but now the Commission shows us that the white man's court is no better than his word; and while our case is in court, not yet settled, he orders Lemmon to go ahead and corral us. We are not brutes; we will not submit. Tell Lemmon to stop building the fence. Respect our manhood and we will obey the laws. We will lease the part that we selected. The land is ours. We will lease the northwest corner, and will go with you to make the boundaries, and in open council hear his offer and draw up the contract together. We forbid Lemmon to go on with the fence.

Agent Bingenheimer—I will write at once to the Commissioner, but I am afraid I can do nothing. You may sell fence-posts to Lemmon at six and one-quarter cents apiece, and you may haul the wire which is now at Evarts and will soon be at Fort Yates. You can earn a great deal of money in that way, and you people, not having enough to eat, ought to be glad to earn so much money.

One Bull—We are Indians and cannot live without wood and water. In winter we cannot live upon the high plains and keep our herds. We have to live along the streams, where there are ravines and brush and sheltered spots and wood and water. This lease will deprive a great many people of their shel-

tered homes. Streams and wood are scarce. We will not lease the best of our land. We will never consent to have our brothers corralled like cattle. We are men like you. Take the committee and go out with them and decide where Lemmon shall build his fence; we will agree to that.

After these speeches had been made, as well as short addresses by Grey Eagle, Rosebud, and Wakutemani—all to the same effect—Wakutemani said: "We ought to close this meeting by a rising vote on this protest."

Agent Bingenheimer—All willing for Lemmon to go on, arise. [Not one arose.] All who protest and wish me to write the Commissioner to stop Lemmon, arise. [The whole houseful arose, without a single exception.]

Rosebud—We desire to have our missionaries see the letter. We have decided, by a unanimous vote, that no more papers, contracts, etc., are to be signed by us until first seen by our missionaries.

Agent Bingenheimer—Who are they?

Rosebud—Father Bernard, Winona, and Mr. Deloria.

Agent Bingenheimer—I cannot do that. I will send just as strong a letter as I can; but I will not submit my letters to any one. However, I will give you a copy and they can see the copy.

Rosebud—We do not mean that we cannot trust you, but we feel safer if our missionaries see what is said to be our expression; and if they have a copy they cannot say in Washington that we never said it, or that we said something else.

The meeting then closed.

I invite Senator Platt's attention to the proceedings of this Indian council, held only two weeks ago, and would like respectfully to ask whether, in his judgment, they are the reflection of a square, honest deal on the part of the officers of the United States? These Indians are not loafers or idlers. According to the report of Commissioner Jones for 1900, they raised that year 3,491 bushels of oats, barley, and rye; 19,971 bushels of corn; 10,016 bushels of vegetables, and 21,799 tons of hay. They cut 2,376 cords of wood, and transported from distant railway stations 2,332,000 pounds of freight. They owned at that time 10,082 horses and 12,213 cattle. (Report of the Indian Commissioner for 1900, pp. 668-699.)

They seem to have done their level best to earn their own living on a semi-barren, semi-arid reservation where there is little work to be had; where agricultural crops fail two years out of three on account of drought; and where cattle-raising is almost the only possible industry. Instead of recognizing their efforts to do what they

can while they are accumulating enough cattle for self-support, the Indian Office cuts down their rations fifty per cent.; gives them notice of another impending cut of fifty per cent.; threatens them with the permit system in order to force them to consent to a lease; ignores the terms and conditions of the consent thus obtained; turns cattlemen and half-wild Texan cattle into the occupied parts of their reservation; and finally, when they protest, tells them, through its Agent, that they will have to starve if they do not submit, and that they had better keep quiet and sell fence-posts to the lessees at six and a quarter cents apiece!

6. The Commissioner says, in his reply to my article, that the Indians are "willing and anxious" to lease their lands, and that all the opposition there is comes from a few squaw-men and half-breeds, "who see in the inauguration of the leasing system the overthrow of the abuses which they have heretofore practiced." I think the council proceedings above set forth are a sufficient answer to this statement. If the Indians are "willing and anxious" to lease, they have a queer way of showing it!

7. The Commissioner says: "The Walker lease exempts and excludes one township of land in the neighborhood of Bull Head Station which includes the only thickly settled part of the reservation in the leased portion. A very conservative estimate places the number included in the leased district at not more than seventy families."

Since the beginning of this controversy between the Indians and the Commissioner—viz., in the early part of March—the Rev. T. L. Riggs, who has been long and favorably known in connection with mission work among the Sioux, made a careful investigation of the Standing Rock leases, at the request of the Indian Rights Association, and sent to that Association a full report upon the subject. Concerning the number of Indian families included within the leased district, he says:

"There appears to be fully as dense ignorance, on the part of those whose business it is to know, with regard to the number of Indians who will be affected by this leasing of land, as in the matter of land limits. Agent Bingenheimer tells the Senate Committee that eighty families

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might possibly be included. He certainly knew better—or ought to have known better. Under the original calls for proposals, to include lands lying west of the range line between ranges 26 and 27, there could not possibly be less than four hundred families within the proposed lines. I do not know that any one has taken the trouble to make a careful census. It includes nearly every man, woman, and child on the rolls of Bull Head—a few short of one thousand persons. It also includes the great majority of those enrolled on the Upper Cannonball Station—the exact number of whom I was unable to learn—besides scattering families belonging elsewhere. . . . Under the final proposal, to lease lands extending only to the range line between ranges 25 and 26, there are within the limits of leased lands 232 families, according to Agency-ticket record.” The exclusion and exemption of the Bull Head township would reduce this number by only 13. At the rate of four persons to a family, there would consequently be 876 Indians within the boundaries of the leased area.

“The Indians of Grand River,” Mr. Riggs says, “owned, in 1901, 5,247 cattle, almost all of them within the limits of the Walker lease. Probably, with their

horses, they now own 11,000 head of stock. It would not appear that there is much land here that is suffering to be leased. The Indian delegate who said to the Senate Committee, ‘We want that for ourselves,’ evidently knew what he was talking about.” (Report of T. L. Riggs to the Indian Rights Association, March 17, 1902.)

If a region that is inhabited by 876 Indians, with 11,000 head of stock, is not an “occupied part of the reservation,” I should be glad to know what the Commissioner’s definition of “occupied” is. At the rate of one head of stock to every forty acres (the proportion of cattle to land adopted by the Indian Office) these 11,000 horses and cattle would occupy a range of 440,000 acres—almost exactly the amount of land leased in this very region to Mr. Walker.

In view of this and many other discrepancies between the statements of Commissioner Jones on one side and the statements of the Indians and disinterested investigators on the other, there would seem to be urgent and pressing need for a thorough and impartial investigation of the whole subject by some person or persons not connected with the Indian Office.

Washington, D. C.

Notes and Queries

Will some reader give me some information in regard to the following: 1. Refer me to some book that will give a history of the Shawnee Indians; I want to know of their habits and peculiarities, the number of the tribe, their early headquarters, etc. I want this information in regard to them in the early history of the country—say about 1776. 2. To book or source of information concerning the early French trading posts; where they were and all the information I can get, such as would help me in describing one minutely. 3. Something as to the founding and history of Detroit, Michigan. If you will give me some help as to these points it will be greatly appreciated.

R. J. BIRDWELL,
Coleman, Texas.

3. See Cooley’s “History of Michigan” (Houghton, Mifflin & Co., Boston, \$1.25); Farmer’s “History of Detroit and Michigan” (Farmer, Silas & Co., Detroit, \$1.00); Hamlin’s “Legends of Detroit” (Thorndike Nourse, Detroit, \$2).

On page 244 of Dr. Mark Hopkins’s “Evidences of Christianity” is the following: “The objections brought by Archbishop Whately against the existence and general history of Napoleon Bonaparte are quite as plausible as any that can be brought against the existence and general history of Christ.” I have made search in Whately’s works, and am unable to find the passage referred to. Can you or a subscriber inform me as to where I can find it?

W. K. S.

Archbishop Whately published his “Historic Doubts” concerning the existence of Bonaparte in an anonymous pamphlet—anonymous merely to preserve its ironical character. He refers to it very briefly in his “Elements

of Rhetoric,” page 118, Harper’s edition. Perhaps some reader can tell us more about it.

After reading Dr. White’s “Warfare Between Theology and Religion,” Shaler’s “Individual,” and others, I would like to find some man, equally scientific, who would strike a deeper key—some man who, admitting the many myths, inaccuracies, and errors in the Bible, would still point to the divine in it; a man truly scientific, who, believing in our ascent from the lowest forms of organic life, believes just as truly in a divine life which has quickened and sustained this wonderful procession and which assures us of the immortality of our souls. Is there any scientific book written in this spirit?

X.
For the testimony of a naturalist of the highest eminence see Romanes’s “Thoughts on Religion” (The Pilgrim Press, Boston, or any bookseller can supply it at \$1.25). For a work done in a thoroughly scientific spirit, though not by a professional naturalist, see Dr. N. Smyth’s “Through Science to Truth” (Scribners, \$1.50). Dr. White’s work, it should be noticed, is careful to preserve the names of eminent men of science who were also men of Christian faith, as Lyell, Faraday, Asa Gray, and others. The proper title of Dr. White’s work is “A History of the Warfare between Science and Theology in Christendom.” (D. Appleton & Co., New York.)

By an unfortunate slip, not of the types, but of the mind or memory, we last week referred to Lord Kelvin’s early name and title as Sir William Hamilton instead of Sir William Thompson. The latter name is literally “a thing which every school-boy knows.”

for use in com-examining

TC

QUESTIONS REGARDING INDIAN RESERVATION COURTS

1. Are there written regulations governing the procedure of these courts; if so, what are they?

2. Are there regulations defining Indian offenses and prescribing penalties; if so, have these regulations been published; if they have not been published, what are they; if there exists a code of Indian offenses which has not been published, have we not got a situation where Indians are tried for laws which they have no opportunity to be acquainted with?

3. It is stated that the Indian reservation courts apply tribal custom laws.

(a) Has a tribe any effective voice in choosing the court?

(b) Are not Indian superintendents frequently transferred, and by what method are they expected to know the tribal custom laws?

(c) What steps has the Indian Bureau taken itself to know the Indian custom laws, and to acquaint its superintendents with them, or to insure that they know them?

(d) Is it not true that the reservation courts apply primarily the regulations of the Indian office; and are they not in all cases free to ignore tribal custom if it exists?

4. Is it not a fact that no Indian judges exist on many reservations, including some of those most completely tribal, like the Navajos and the New Mexico Pueblos? In these cases is not the reservation court composed of the superintendent himself?

And in all cases, is not the Indian judge absolutely subordinate to the superintendent?

Is there any case where it can be proved that the Indian tribal organization has chosen the judge in the Indian Bureau reservation court; is it not an error to think anything of this sort?

5. Inasmuch as the reservation court is the superintendent, have we not got a condition where the same man is policeman, prosecutor, judge and jailer? Is it not true that the Indians are forbidden to use advice of counsel? Is it not true that the Indian Bureau has adopted and enforced regulations dealing with crimes of religion and conscience through these reservation courts? If this is denied, will the Indian Bureau produce its regulations dealing with Indian religious ceremonies and observances?

6. Are not these Indians voters? If they are voters and liable to arrest for six months, fined \$100, or both, without court procedure or court review, is it not certain that they will be subjected to coercion as voters?

7. Is it not true that Section 2 only recognizes the exist-

ing practice of the Indian Bureau, so that if Section 2 be a proposal for lawlessness, this fact means that the existing practices are lawless?

8. The record contains reference to a case where the Taos Pueblo appealed to the Indian Commissioner for correction of an alleged tyrannical act by the superintendent acting as a reservation court. Will the Indian Bureau produce this correspondence, and also inform the Committee as to what it did about the matter, if anything?

9. Can the Indian Bureau witnesses name any other place in the world except Indian reservations, where imprisonment is carried out in the manner represented by reservations courts and enforcement of unpublished administrative penal laws? Does the Indian Bureau know that the worst charge against the Belgian Congo regime was a charge that the natives were governed by unpublished administrative decrees enforced by a bureaucracy with commercial affiliations? Does the Indian Bureau know that this admitted evil in the Belgian Congo was corrected in 1912, but that the blackest charge against the French Congo administration still is that in the French Congo natives are governed by unpublished administrative decrees?

REGARDING TRIBAL CUSTOMS

1. The Indian Bureau proposes to abolish tribal authority (Sections 2 and 7 H. R. 7826).

If the reservation courts are intended to apply tribal custom, why does the Indian Bureau want to abolish tribal authority in these minor matters?

Is the Indian Bureau acquainted with the Supreme Court opinion in the case of the United States vs. Quiver, and other opinions establishing that tribal authority is recognized by Congress?

Does the Indian Bureau propose to substitute the criminal jurisdiction of Indian Bureau superintendents for the tribal authorities of the New Mexico Pueblos?

Can the witnesses of the Indian Bureau give any description of the existing tribal system of the Navajos and the Pueblos, which they are seeking to abolish?

Has the Indian Bureau obtained from any authoritative ethnologist or anthropologist an opinion on this policy of suddenly outlawing tribal authority, and thereby smashing the tribal life of custom? Or does the Indian Bureau consider itself an authority in anthropology? If so, will the witnesses refer to documents of the Indian Bureau indicating knowledge of this subject? Or does the Indian Bureau consider that knowledge of tribal life is needless? But in that case, what is to be said for the claim that the reservation courts enforced tribal customs?

AN ACT to authorize the Attorney General, as prochein ami of the Indians of California, to bring suit against the United States in the Court of Claims.

Sec. 1. In the event that the Congress of the United States by legislation authorizes the Attorney General of this State, as prochein ami of the Indians of California, to institute a suit in the Court of Claims, which in the opinion of the Governor of the State of California will afford reasonably compensatory relief to said Indians for the loss of tribal lands, the Attorney General is hereby authorized to cause suit to be instituted and to employ special counsel to assist in the prosecution of such suit and to incur all necessary expenses incident thereto; Provided, that the Congress of the United States shall first appropriate for the use of the Attorney General of this State in the conduct of said litigation a sum sufficient to adequately cover the expense of prosecuting such litigation, including the compensation and expenses of counsel and witnesses for the Indians.

Sec. 2. To enable the Attorney General to pay for the employment of counsel to be associated with him in the prosecution of such suit as may be instituted as provided in section one hereof and to pay the necessary expenses incident thereto, there be and hereby is appropriated, out of any money which may be placed in the Treasury by Congressional appropriation for such purpose, the sum of \$ for the fiscal years 1928 and 1929.

Sec. 4. Whereas an emergency is declared to exist, this Act shall take effect on and after the date of its passage and approval.

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Sec. 3. The State ^{Controller} Auditor shall issue warrants on properly cer-
tified and itemized vouchers and proofs furnished by the Attorney Gen-
eral, and the State Treasurer shall pay the same.

*Our
bill suggested*
~~Sec. 4. Whereas an emergency is declared to exist, this Act shall
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Warner Ranch

1903

INDIANS, WARNER'S RANCH

Emory arrived at Warner's ranch December 2, 1846, and of the Indians there he writes as follows: "Around, were the thatched huts of the more than half naked Indians, who are held in a sort of serfdom by the master of the ranche ria. I visited one or two of these huts, and found the inmates living in great poverty. The thermometer was at 30°, they had no fires, and no coverings but sheepskins."

--Emory: Military Reconnoissance from Ft. Leavenworth to San Diego, 105, 1848.

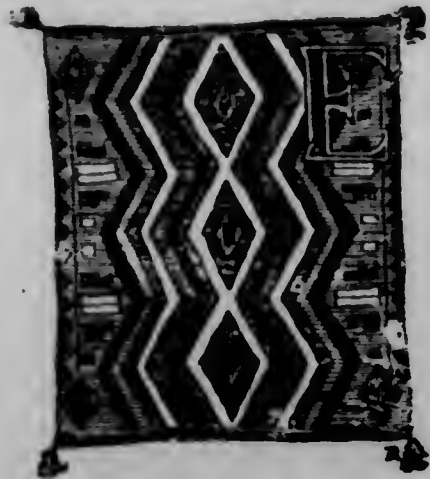
Near Warner's house is the source of the Aqua Caliente, a hot spring of 137° F. "The Indians have made pools for bathing. They huddle around the basin of the spring to catch the genial warmth of its vapors, and in cold nights immerse themselves in the pools to keep warm."

--Ibid, 106.

Warner Ranch Indians

Out West, April 441
1903

TURNING A NEW LEAF.



VER since the immortal day when the pious but "practical" Pilgrim Fathers, debarking from the Mayflower, "Fell first upon their Knees, and then upon the Aborigines," the Indian has Had to Move. Particularly in the last century—and throughout it, and into this century and up to date—he has been inevitably and invariably shoved back and out. Almost the only Indians in the United States who still occupy in any numerousness their immemorial lands are the sedentary Pueblos of New Mexico and Arizona—and they only because until 55 years ago they were under the "Indian policy" of naughty Spain, and therefore secure of tenure so far; while our government has mostly confirmed and patented their land-titles since we "acquired" their country from Mexico. Practically everywhere else in this great nation the story of innumerable eviction has been serial and shameful. Across every State in the Union it has been written red with Indian wars, and black with civilized greed. Everywhere, the Indian has managed to have land that the Superior Race hankered after. Everywhere, the Superior Race has got it. Sometimes by merely killing-off the impudent prior owners; sometimes by national treaties which were either swindles intended from the outset, or "jest naturally" broken the moment someone really cared to break them (it is said to be historic fact that the government of the United States has never kept one treaty with an Indian tribe); sometimes by fraudulent surveys; or by forcible "squattings;" or by perjured filings; or by getting the simple aborigine drunk with the Juice of Civilization, and "paying" him a jack-knife for a farm. And sometimes by decision of the Supreme Court—in blessed innocence of the history and the law involved. But whatever the means, the end has always been the same. The Indian Must Go—whenever and wherever his Christian Neighbor could Use his Place. And he has gone. And he will keep going, since he will never have a different sort of neighbors. The only tribes today measurably safe from further eviction are those that have already been driven back and back until the lands upon which they now starve (while upon their starvation a lot of "American" officials draw salaries) are so worthless that no one else would take them for a gift. That is the case of practically all the Mission Indians in Southern California, among others. A horned-toad would not wilfully exile himself to the deserts to which these people have been crowded. They starve; but no one will drive them further. Some idea of these facts, and many exem-

plary instances, are of record easy to be consulted. See, for instance, the "Reading-list on Indians" printed in these pages last month.

But the Sequoya League has made a new record. So far as is known, never before in our history as a nation were Indians moved to better lands than those from which they were dispossessed. It wasn't "the intention." The precise reason for moving them has habitually been that the lands they had were "too good for Injuns"—though just about good enough for "Americans." It is pertinent to remark that the Warner's Ranch Indian Commission, in *Turning a New Leaf*, encountered much of this same noble spirit. Several Gentlemen, poignantly anxious to sell their worthless lands to the Government, at an exorbitant price, as a home for the Warner's Ranch exiles, could not forbear the declaration that this was "really too good for Indians." If it weren't, the present owners would not have it for sale. Without exception, there is not a single title which can go back sixty years and not rest on spoliation.

Through the efforts of the League—backed up by the direct personal interference of President Roosevelt on several critical occasions, and by the desire of the present Indian Office to do right (the two availing to counterbalance that Red Tape which is the greatest aid to designing scoundrels and the unvarying foe of all efforts to get justice done)—the government has been enabled to buy for the Warner's Ranch Indians far more and far better lands than those from which they are evicted. The story of the loss of their immemorial homes roused deep public interest all over the country; and whenever the American people know the facts, they can be trusted to feel right. This public sentiment, whose wide distribution astonished the Department, was of no small assistance to the League; and after a steady campaign of six months the first Violation of Routine was accomplished. The report of one of the best Inspectors in the service was held in abeyance; the Warner's Ranch Commission was appointed, and promptly showed that he had been imposed upon; that the Indians would starve on the lands he recommended; and that these lands had been sold several times, recently, for about one-third what the Government was preparing to pay for them. And the victory was won on the only line on which the League expects or wishes to win any victory—Horse Sense. Even Red Tape saw that it was better to get 3,400 acres of better land, and 500 times the water supply, for \$46,000, than 2,300 acres, and no water, for \$70,000.

The Warner's Ranch Indians had, in their old home, a small and very poor territory. But it *was* their home, and they loved

it, and ought to have had it. And even after the decision of the Supreme Court of the United States—a decision blessedly innocent of the only law which applies to this case; the Spanish law—the League made every possible effort to keep it for them. Finding this impossible—and it was carried, in every detail, to the Attorney-General, the President, and every other possible recourse—the League and the Commission did the next best thing; which was, in their judgment, to find a place so far superior to the dear old home that the next generation, at least, will be happier, safer and better off. This they were eminently successful in doing.

In place of a "literary" description of the home from which they are evicted and that to which these Indians are going, it



THE ONE STREET AT WARNER'S HOT SPRINGS. Photo by Amy Taylor
(One of the villages from which the Indians are evicted.)

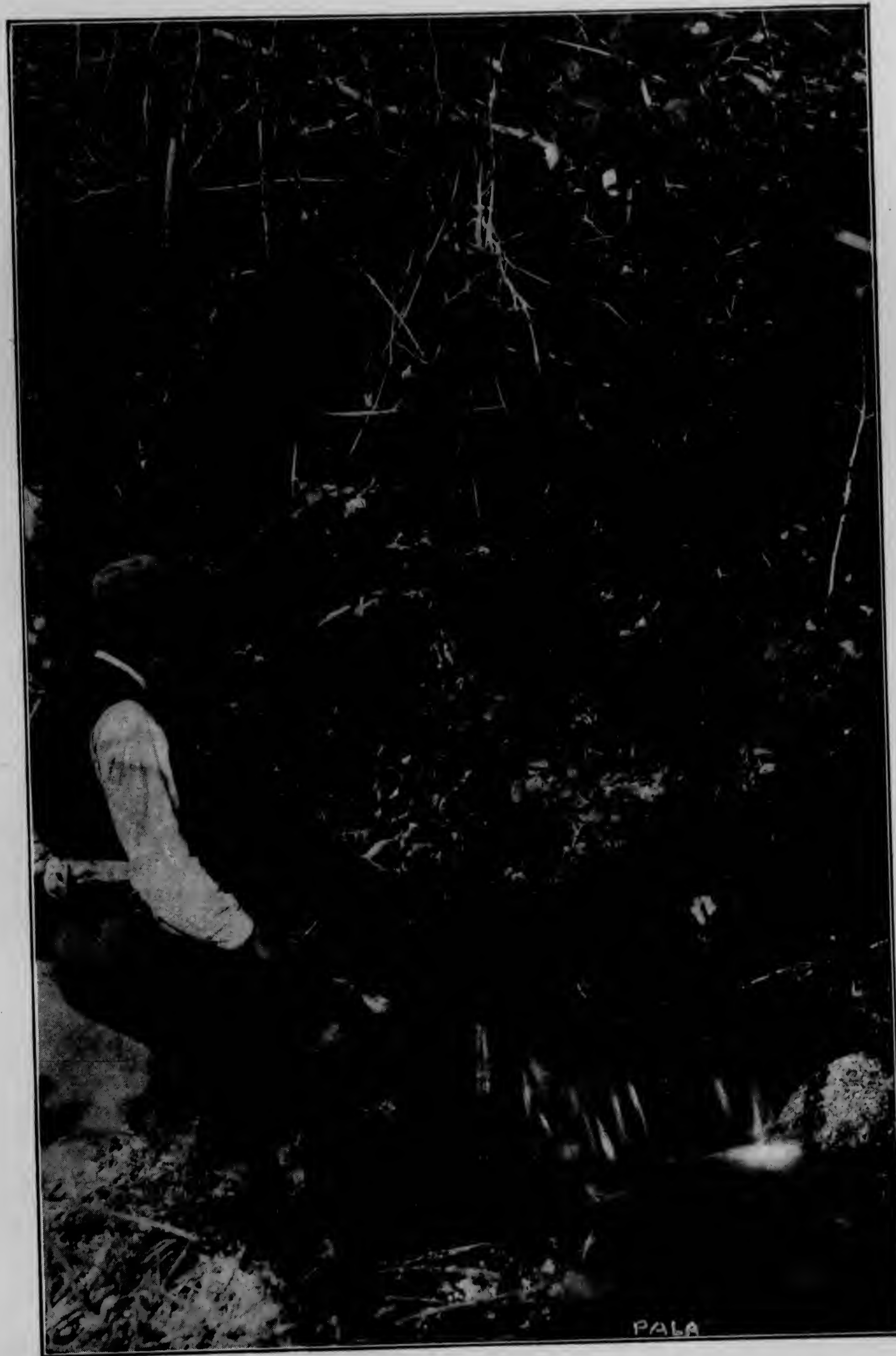
may be as well to print here the corresponding sections of the Commission's official *Report*. The accompanying photographs give a faint idea of the new home; and of the old one on Warner's Ranch, some description and many pictures were printed in this magazine for May and June, 1902.

The following is from the official report of the Warner's Ranch Indian Commission (Russell C. Allen, Chas. L. Partridge, Chas. F. Lummis, chairman). For some outline of its work, see this magazine, and this department of it, August to November, 1902. In brief, the Commission fully inspected 107 ranches, aggregating about 150,000 acres; made 42 engineer's measurements of the flow of streams, and full tabular and descriptive reports; besides examining the claims of over 100,000 acres in 30 other proffers which were found on their own showing not suitable for the purpose. At an expense of \$1,107 (the appropriation was \$1,000, and there was no remuneration whatever), the work of the Commission up to sending in its second report



Photo by C. F. L.

PALA — CROPS OF ONIONS, POTATOES, CORN, CABBAGE, TURNIPS, ETC.
(Inspected and photographed by the Warner's Ranch Indian Commission, June 18, 1902.)



PART OF THE PALA WATER SUPPLY.
(The Commission's measurement of the upper end of Golsh ditch, June 18, 1902, registered flow, 132.912 miner's inches; enough to irrigate 1200 acres.)

Photo by C. F. L.

was equal to 6,823 miles by rail, 7,049 miles by wagon, and 276 days of 18 working hours each, for one person. This may indicate that the money was not much wasted. Part of the deficit of \$107 will probably be made up by the government in time.

It is only to be added that this report was approved by the Secretary of the Interior August 15th last; that the abstracts of title to these properties have been in the hands of the government since early in October, and were found flawless by the Attorney-General; that the deeds to the government were recorded in San Diego six weeks ago; that nothing delays the transfer of the Indians, and the paying of the poor American farmers who bonded their Pala properties to the United States eleven months ago, and have lost a year's crop, except Remote Red Tape. And this is nearly untied.

WARNER'S RANCH.

This property, the Rancho San José del Valle, upon which the Warner's Ranch Indians now live and have lived from time immemorial, but from which they are now under judgment of eviction by the Supreme Court of the United States, consists of 42,000 acres, of which the great majority is worthless except as a stock ranch, for which purpose it is now used by the successful claimants in the litigation by which the Indians are dispossessed. The water supply is very scant, and only a small proportion of the entire ranch could be cultivated. It is tolerable natural range, but for several years past has been badly stripped of vegetation by an annual plague of grasshoppers. At the time of your Commission's visit, June 6-8, the grasshoppers were thick as the flakes in a heavy snow-storm. The pest seems to have become endemic here. A representative of the Agricultural Department was on the ground endeavoring to abate the insects by a campaign of inoculation, but had made no impression upon their multitude.

The owners of the ranch, heirs of the late Gov. John G. Downey, do not desire to sell the ranch; but at the request of the Government did last year put a price of \$245,000 on 30,000 acres—including the Hot Springs where the Indians mostly reside. They still refuse to sell a less amount than 30,000 acres. The chairman of your Commission had an exhaustive interview in March last with Mr. J. Downey Harvey, who seems to control the collective interests; and Mr. Harvey absolutely declined to make any concessions whatever, except that he has been considerate toward the Government in the matter of time; having allowed the Indians to remain on the land ever since May, 1901, when the decision of the Supreme Court was rendered in his favor.

In the opinion of your Commission, the Government would have been justified in paying a greatly enhanced price for the Hot Springs, and say 5,000 acres of land adjoining; and the owners would have found such a transaction very greatly to their advantage. It is not believed by us that they can ever realize as much from this portion of the ranch in any other way. But as they refuse any such compromise, all idea of retaining for the Indians their ancient home to which they are so pathetically attached must be abandoned—unless indeed it be found yet possible to condemn say 5,000 acres of this land. In case such a proceeding could be carried through, your Commission would still decidedly recommend it—with a preliminary injunction suit to estop the owners from evicting the Indians pending conclusion of the case. This suggestion has already been fully brought to your attention, however; and the matter is at your discretion.

Your Commission has found at least a dozen other properties more desirable, according to all material standards, than this present location; places where the Indians would be more comfortable and more prosperous. But your Commission feels that their irrevocable choice of their old home should outweigh the choice of other and wiser people for them, if it were possible. But if it is not, as seems, there is the satisfaction of a certainty of the very great material improvement of the condition of the Indians.

The Hot Spring, famous for much more than half a century, is the most valuable asset of the Warner's Ranch Indians where they now are. It gives them a large annual income, and is a vast convenience, besides, in all their household economies. It almost does their washing without labor, clothing put under the spout of this hot water being cleansed almost automatically; and the water is also of great value to them for preparing the materials of their textile products, and for their bathing. They have some 200 acres under cultivation, about 60 irrigated. The total flow of water here is, as measured by your Commission, 19. miner's inches. As will be seen by the table of water measurements, your Commission has inspected nine properties with better water supply; and recommends one with an incomparably better flow of gravity water for irrigation.

* *

THE PALA PROPERTIES

Findings of the Commission.

Of this 3,436 acres, more than 2,000 is arable, over 700 is irrigable under present conditions—and this irrigable area could be considerably increased at relatively small expense. 316 acres



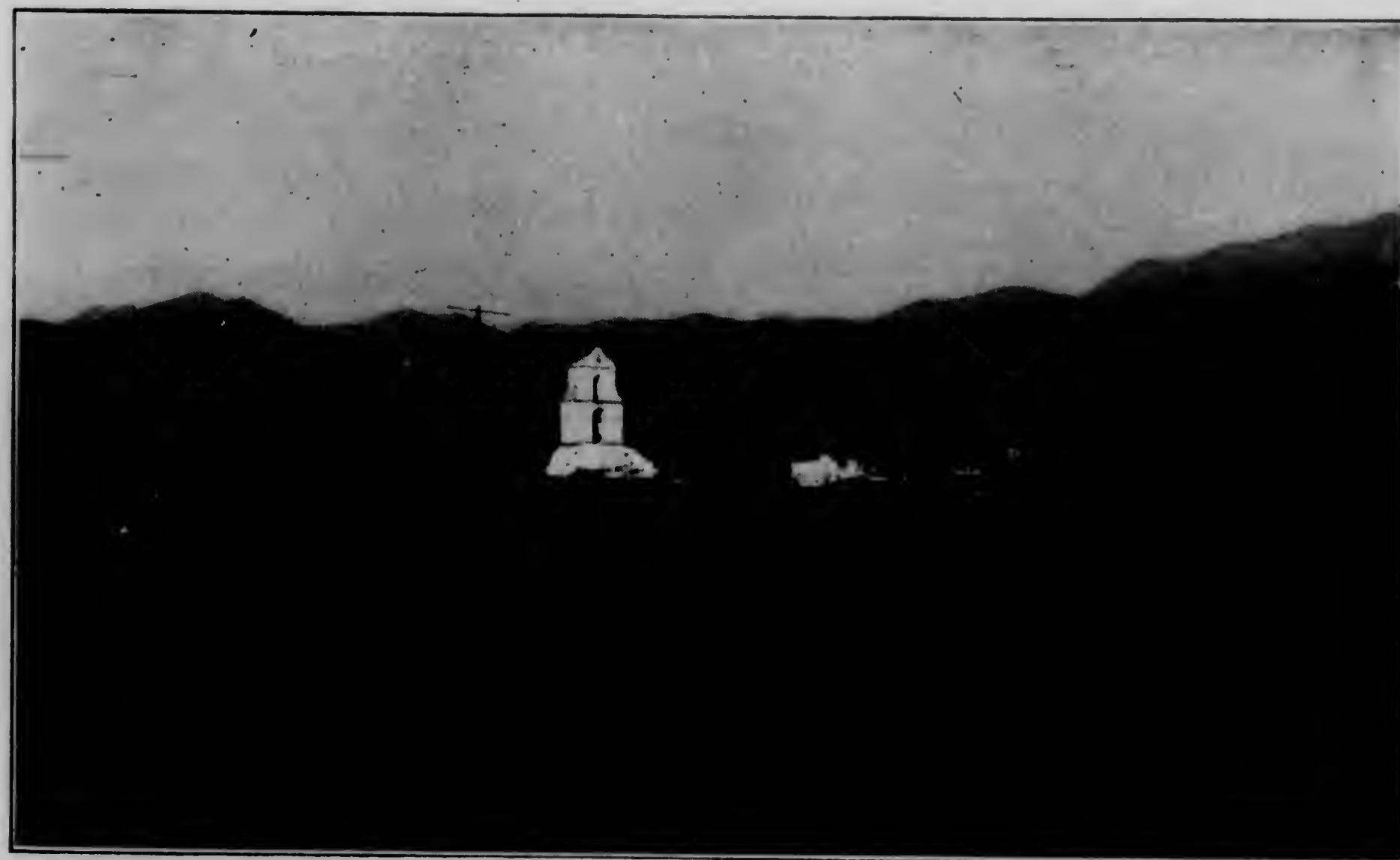
As found and photographed by the Warner Ranch Indian Commission, June 18, 1902. Olives, alfalfa, wheat, corn, potatoes, onions, cabbage, lettuce, turnips, etc., and timber.

Photo by C. F. L.

A CORNER OF PALA VALLEY.

are now irrigated—the largest acreage irrigated on any proposition viewed by your Commission except at Ethanac. There is nearly 50% more land than in the Robinson Monserrate proffer, about 60% more arable land, about 600% more irrigable land. 316 acres now irrigated, as against none now irrigated on the Monserrate. Small proportion of actually waste land. Arable land nearly equal to total area of Monserrate. Less hard timber than Monserrate, but so much greater acreage in timber as to make the value considerably greater. Can house at once 35 families temporarily, and about 20 permanently; while the Monserrate could not house over one-sixth of that number temporarily, and has no buildings adapted for permanent homes for the Indians. At Pala the Government would have to build 12 to 15 houses; on the Monserrate nearly 50. The quality of the land at Pala is the best in the San Luis Rey Valley, and averages far better than on the Monserrate. The variety of crops is far greater. Your Commission has not seen in its whole tour of investigation, covering more than 900 miles by wagon and more than 1,000 by rail, so many kinds of crops so successfully grown on the same area as it saw at Pala. Oranges, walnuts, apricots, olives, grapes, peaches, pomegranates, pears, etc., are all flourishing here, and, in the opinion of your Commission, any fruit or crop grown in Southern California can be grown here successfully by the Indians. Your Commission has not seen anywhere else on its journey such variety and excellence of annual crops; corn, beans, onions, potatoes, lettuce, radishes, turnips, etc., surpassed any other seen during the trip. Wheat and barley and oats were up to the best seen by us—excepting only an irrigated grain field at Ethanac. In respect to variety of crops, no other property offered compares with Pala. This valley has been the home of the Indians from time immemorial. It was selected three-quarters of a century ago by the Franciscan Missionaries as a site for a Mission; and it is notorious that in the more than 30 selections made in California by these pioneers, not one was a blunder. The Mission sites are, to this day, and without exception, conceded to be the pick of California. This Mission has never been abandoned, but had fallen into disrepair. It is now being repaired by the Landmarks Club, and will have regular church services. The Warner Ranch Indians belong to this diocese. There are about ten Pala Indian families still at Pala, on reservations and homesteads as shown by map. The purchase of this valley by the Government for a reservation would practically unite the Warner's Ranch, Pala, Pauma and Rincon reservations. One farmer-overseer could serve all four; and the convenience as to other phases of the Government's supervision of the Indians need not be insisted upon.

With one exception (Las Flores), no other property examined by your Commission is at once so accessible to civilization and so safe from aggression. Pala has a daily mail and long-distance telephone (the only proposition, except Ethanac, where this is true); is 24 miles from Oceanside, 16 from Fallbrook, 12 from Temecula, all stations on the Southern California Railway; 6 miles from Pauma Indian village, 12 miles from Rincon ditto, 18 from Pachanga ditto, 18 from La Joya ditto, 35 by the road over Mt. Palomar to the present home of the Warner's Ranch



THE MISSION AT PALA.

Indians—20 miles further by easier road. No really desirable property, of those proffered, is appreciably nearer the Warner's Ranch Hot Springs. That is, the removal to Pala is not more than 5 miles longer than to any other desirable property; and it is from 15 to 60 miles less than to most of the properties that can be reckoned as at all possible. This is counting the longest road. By the short cut, over Mt. Palomar (Smith Mountain) the distance for removal from Warner's Ranch to Pala is less than to any other proffer that can possibly be considered for the Indians, except Agua Tibia; and, counting grades, is fully as accessible to Warner's Ranch as that. In the removal of nearly 300 Indians, the distance to be covered is no small item. The shorter remove is not only less expensive to the Government, leaving more money of the appropriated sum to outfit the Indians in their new home; the physical and mental hardship to those removed is also less.

The Pala Valley is bowl-shaped, with exit east and west along the stream, and north and south by passes. The configuration precludes any one, under any circumstances, from occupying lands adjacent to the Indians except in the east and west narrows of the valley. The whole history of the relations between Indians and whites in California emphasizes the importance of this fact. The Indians would here be safe from the aggression from which, almost without exception, the 30-odd reservations in Southern California have suffered. Within easy reach of every refining and civilizing influence, the Indians would here be safe from the neighbors who advance their fences upon Indian land, impound Indian stock whenever they can catch it, run their own stock over Indian land, and in general "crowd" the weaker.

A school near the Mission and the present public school would be practically in the center of the reservation. The most distant house would not be over about one mile from it. A train-



THE GRIST-MILL.

Photo by C. F. L., July 8, 1902

ing school, hospital, carpenter, blacksmith, and other shops, placed in this spot, would serve the four reservations mentioned. A first-rate grist-mill (Sickler's) is three miles up the river. It is locally famous as the cheapest in Southern California, its rates being 20 cents per 100 pounds, as against the customary charge of 40 cents.

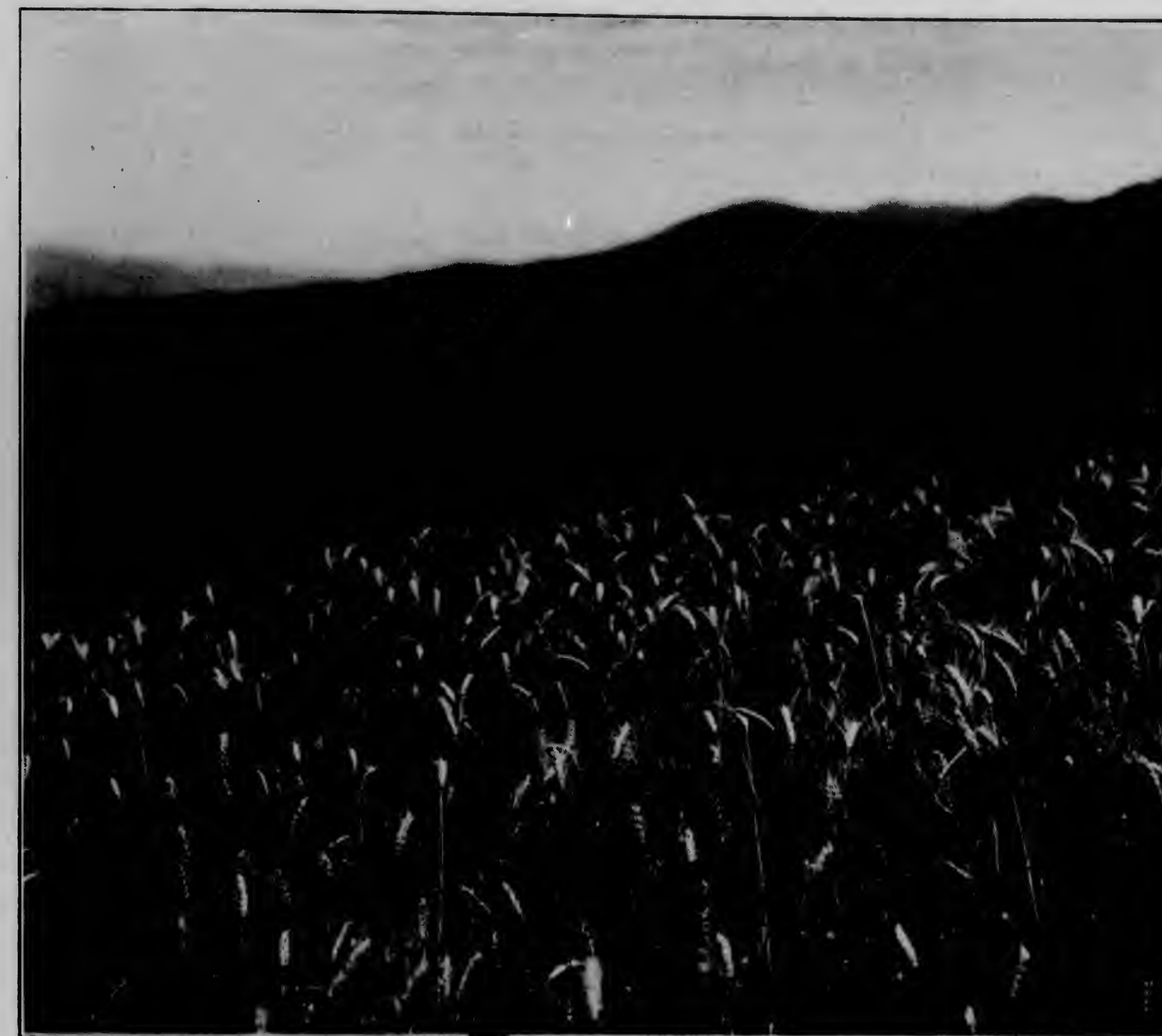
Over 5,000 acres of vacant Government land adjoins this proposition; and your Commission recommends that in case of purchase of the Pala properties the Government add this vacant land to the reservation.* This would make a reservation of over 8,000 acres, at an expense of less than \$46,000 to the Government. This vacant land is all precipitous and rocky, worthless to any one else, outside the remotest possibility of settlement, but of value to the reservation as adding "elbow-room," fuel, range for stock and for bees. A large part of this 5,000 acres has a growth of chaparral, commonly used in this State for firewood, and adequate to supply most of the domestic needs of 300 Indians without trenching upon the larger and more valuable timber. Much of it would be of value as range for cattle in connection with the reservation; and it is nearly all good bee-range. Honey-making is an industry to which the Indians are adapted, and which is particularly suited to Southern California. The importance of the industry may be judged from the fact

*On the Commission's recommendation, the General Land Office withdrew from entry these public lands on three sides of the Pala reservation; by order of Jan. 24, 1903.



PALA—HEAD OF THE GOLSH DITCH.
(Shows also water in river below intake.)

Photo by C. F. L., June 18, 1902



HILL GRAIN (UNIRRIGATED),
ON THE PALA PROPERTY.

Photo by C. F. L., June 18, 1902

that in one year this (San Diego) county has shipped 900 tons of honey. The Pala Indians have already turned their attention to this work. Fifty stands of bees are included in the proposition.

Olives are an important product of Southern California, and in the opinion of your Commission are of notable importance to the Indians as a food-staple. The Italian peasant works on a ration of ripe olives and black bread. The Mission Indians have been habituated since 1769 to the culture of the olive, which the Franciscans planted at every Mission; and while the Warner's Ranch Indians, in their remote home, have not been taught the olive, the other Mission Indians, who have known this nutritious food, are without exception fond of it. Quite apart from its commercial value—and tens of thousands of acres are planted to it in Southern California—there are at Pala some 25 acres in bearing olive trees—enough to supply all the Indians proposed to be put there with all they can eat, and with a handsome margin for market; this much more than balances the lack of first quality mast, which is found but on one other property.

With the exception of Las Flores, Pala is the only proposition on which the Indians can continue successfully their valuable industry of basket-making, which brings them some thousands of dollars per year—which income can be, and is by the Sequoya League intended to be, very much increased. In the

vacant Government lands recommended to be added to this purchase, there is a practically inexhaustible supply of the "squawberry," called by the Warner's Ranch Indians "Tsú-a-vish," which is the chief material used by them in the making of the very beautiful, and commercially valuable, baskets for which they are famous.

As to immediate income, to relieve the Government of the necessity of supporting these Indians an undue length of time, no point examined by your Commission surpasses Pala; and only Las Flores equals it. The large and first-class stand of alfalfa is in itself an immediate revenue; and the timber, while not so valuable *in toto* as at Descanso, is far more handy to market. At no point viewed by your Commission is the demand for labor more certain. It is claimed, and is believed by the Commission, that 200 men can find work eight months in the year within 40 miles of Pala; and 100 within 16 miles. The Warner's Ranch Indians go to far greater distances to find work. When the Chairman of your Commission visited Warner's Ranch last March, 30 men were away at work in Los Nietos, 90 miles distant. It is believed by your Commission, however, that the nearer these men are to their families, the better for both; and that the aim of the Government should be—as it doubtless is—to make these people home-owners, home-builders, home-lovers and home-dwellers, rather than a peon class of wandering day-laborers. The logic of purchasing lands for them seems to be to attach them to the soil. And this is also the logic of their character. As is well-known, every Mission Indian who has land that can be cultivated, cultivates it; and this has been true ever since Junípero Serra first explored this region in 1769. The comfortable little house of adobe bricks, or enramada of wattled branches, and the patch of corn, wheat, chile, etc., are familiar to all travelers in Southern California. As a matter of fact, unpleasant though it be, there is not an Indian reservation in Southern California where the Indians have a first-rate chance to carry out their old habits. At Pala, they could show whatever may be in them. In the opinion of your Commission, they would have here the best Indian reservation in the far West. They would be self-supporting from and after the first season—and could have been from the outset, but for the inevitable delay in placing them, as the crops on these properties were good. There is good pasturage for such live stock as the Indians have or may be supplied with. A creamery some ten miles down the river affords an outlet for cream. There is about 20 miles of two and three-wire fencing on the property.

WATER SUPPLY FOR IRRIGATION.

Everything considered, your Commission deems the water supply of the Pala valley one of the safest, most abundant, most economical and most satisfactory enjoyed by any equal area in Southern California. It not only comes up to the claims that were made for it—which has not been the case with many of the other properties examined—but it has successfully withstood a doubly searching investigation made by your Commission in view of malicious reports circulated by persons over-desirous of selling their own property to the Government. On the 18th and 19th of June, your Commission measured the two irrigating



THE COMMISSION MEASURING LOWER END OF GOLSH DITCH, PALA. Photo by C. F. L., June 18, 1902

ditches in use on those days upon this property. The Golsh ditch was running 132.912 miner's inches at the intake. The diverting dam was mere sand, the river bed is sandy, and the loss evidently large. The photo shows surface water in the river beside the ditch. The Stevens ditch, which gets the surface water not saved by the Golsh ditch, was running 17.062 miner's inches. This gives 149.974 miner's inches—by far the largest body of gravity water seen anywhere by your Commission, except at Jurupa. This flow would be greatly increased, of course, by an adequate diverting dam. The Golsh ditch was that day in use irrigating the Welty 40 acres; and measurement at the alfalfa field, about a mile below the intake, showed 85.483 miner's inches running. That is, after passing a mile in a sand ditch, there was more water still flowing than your Commission has seen running by gravity on any other property offered excepting only San Pasqual "A" (where the water is conserved in a wooden flume), and Jurupa; over 300 times as much water as was running on the Robinson Monserrate at the same date, nearly two-thirds more water than was running on the Agua Tibia on the same date—while the Pala flow at the intake was over 500 times the Monserrate supply and nearly three times the Agua Tibia supply, both measured at the most favorable points and at an hour when the flow had been much less affected by evaporation.

[TO BE CONTINUED.]

THE DEATH VALLEY PARTY OF 1849.

By REV. JOHN WELLS BRIER, a Survivor.

[CONCLUDED]



REV. J. H. BRIER AT 84.

BUT the whole party was now in desperate emergency, and as one after another of the searchers for water returned unsuccessful, death from thirst seemed certain. My mother alone, rising from her prayers, was still confident, and as she was attempting to reassure us the last of the water-hunters — Deacon Richards — rushed into camp with the news that he had found water. The stream he discovered has saved the lives of many

prospectors, and is now known as Providence Springs. We camped there two days, during which we killed an ox and "jerked" the meat.

The next few days were among the worst of the journey, and we were in the poorest condition to endure them. We went along an Indian trail into a defile, in one of the branches of which my older brother lost his way, and my mother was nearly distracted with fear of his capture by Indians before he again joined us. From this we came out upon a wilderness of dagger palms, through which we bent too far to the south again. Once our lives were only saved by a pool of turbid water on the edge of the Mojave Desert, from which we drank, caring little for the deposit of yellow mud at the bottom of the coffee pot, and not knowing at all that within a mile was a spring of pure water. But at last we came to good ground and green grass for the cattle again. Here another of our party, Mr. Robinson, died — from inanition rather than from any definite disease.

From this point, the prospect grew better with every mile, and the discovery of a stream flowing westward added to our relief, even though we had to wade it at every turn. The grass grew stronger and more varied; evidences of animal life began to appear, and about noon of the second day we killed a mare and two foals. What a banquet they furnished no one can appreciate who has not lived for months on the flesh of diseased and thirst-wasted oxen. Here we also experimented with acorn bread — which proved, literally, a bitter disappointment. Our shoes had long ago worn out, and many of us wore moccasins of green raw-hide, which, with our generally ragged outfit and skeleton plight, gave us a very grotesque appearance.

At length, we entered a glade, perfectly level and lawn-like,

Warner Ranch Indians

Out West, May 1903. 589

TURNING OVER A NEW LEAF.

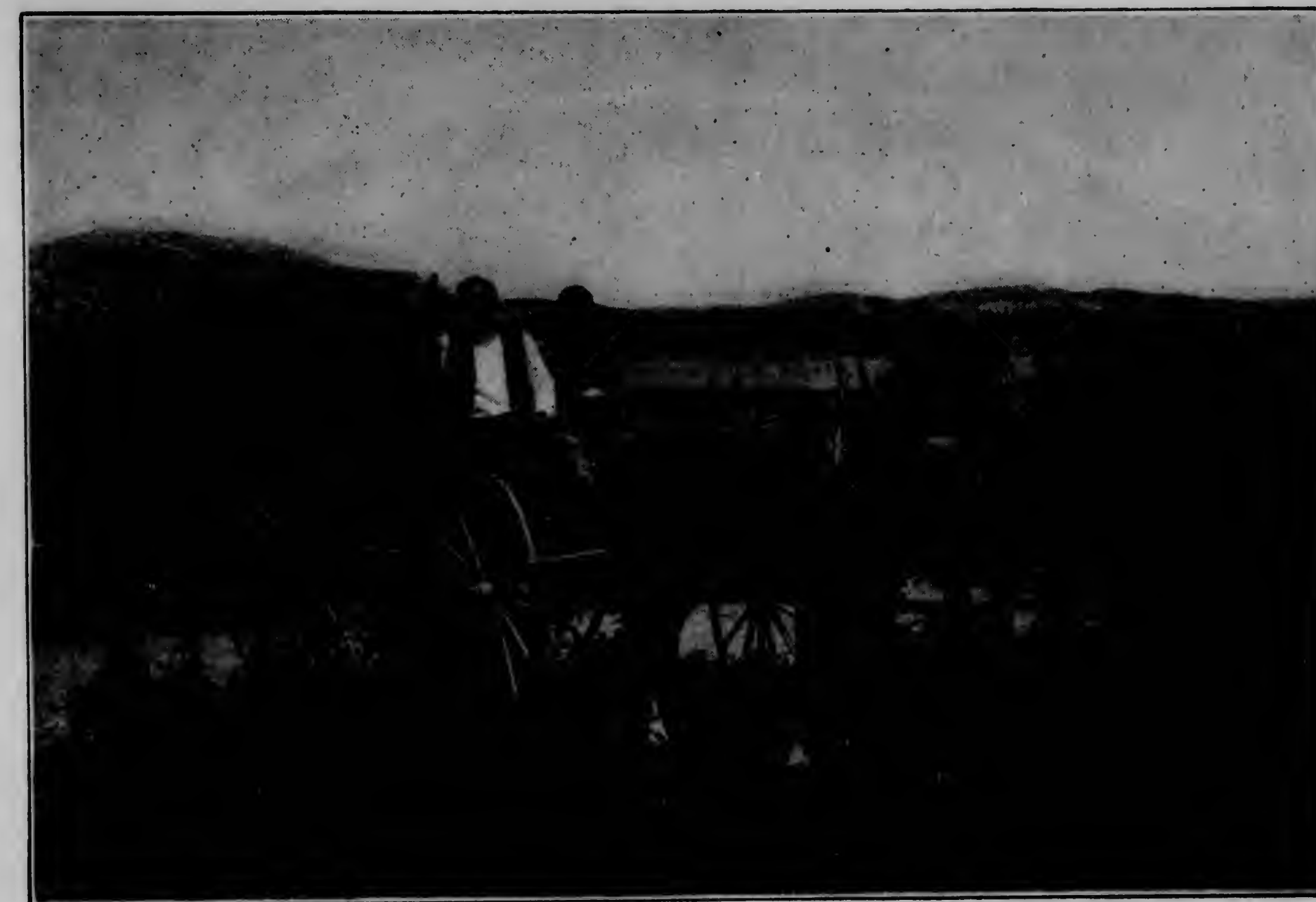
II.

IT is not necessary to print now that section of the Commission's report which details its second and very searching investigation of the Pala water supply, made in view of certain malicious statements by property owners unduly desirous of selling their own lands to the Government. This section of the Report thoroughly exposed the falsity and absurdity of these rival claims, and fully established the permanency and sufficiency of the Pala supply, which is one of the most abundant and satisfactory in this part of the State.

A concluding paragraph on Pala adds some further information of interest and import, and is printed here, preceding the report on the Monserrate Ranch, which the Commission saved the Government from buying at an extravagant figure.

THE COMMISSION'S REPORT—PALA—CONCLUDED.

A small expenditure would, in the opinion of your Commission, greatly increase the Pala water supply—which is already, as noted, one of the best in this part of the State. A small and inexpensive diverting dam at the intake of the Chorro ditch would perhaps double the flow. Even a day's work scraping out the sand and puddling with clay would very largely increase the flow. The two measurements on the Golsh ditch, June 18, show

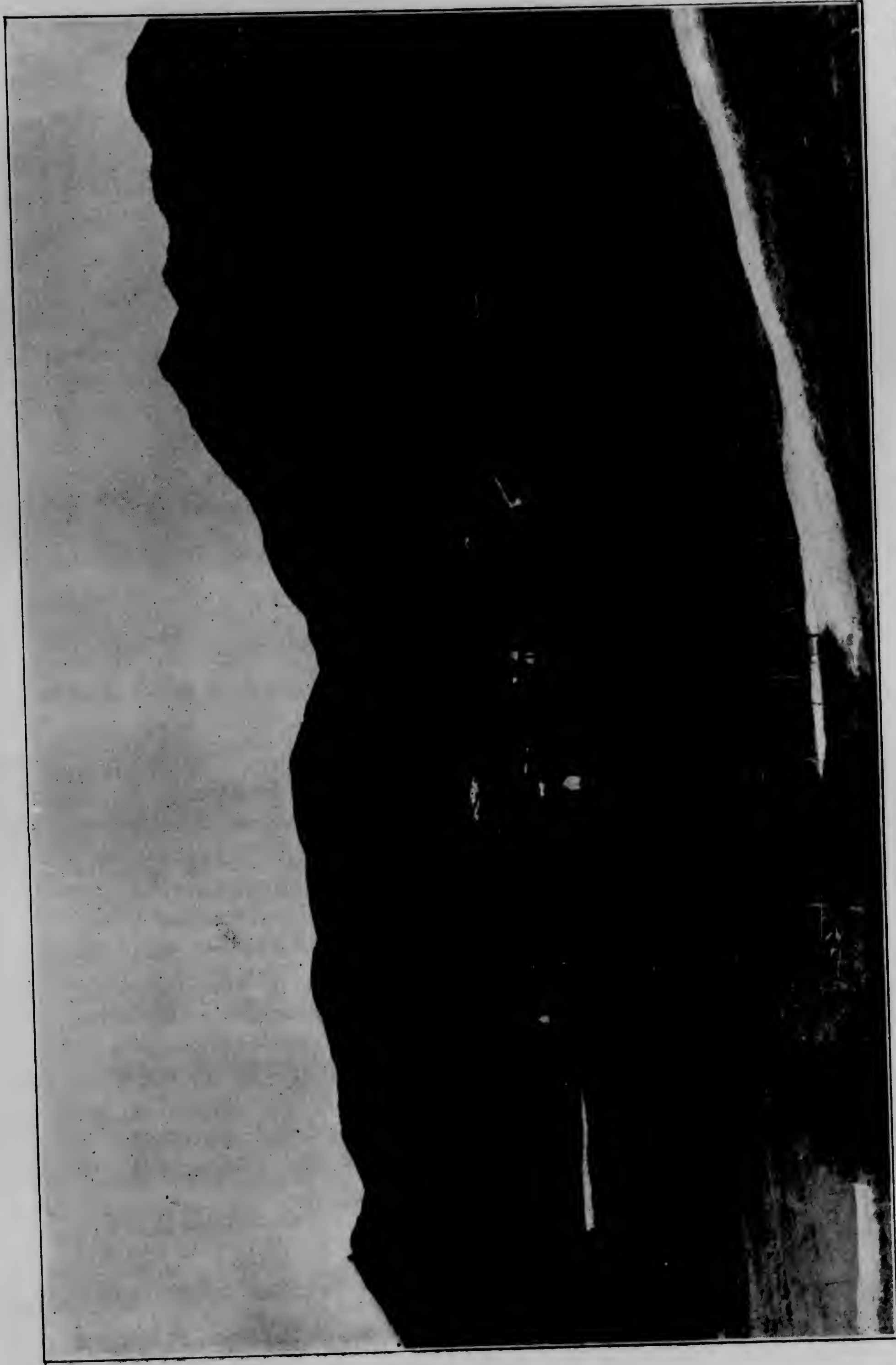


WARNER'S RANCH INDIANS. Photo by C. F. L., June 21, 1902
(The delegates who accompanied the Commission on its trip.)



PALA—A PART OF THE TIMBER.

Photo by C. F. L., June, 1902



GENERAL VIEW OF AGUA CALIENTE, WARNER'S RANCH.

Photo by C. F. L., June, 1902

heaven." Then he proceeded to make his word good, with earnestness and liberality, winding up by tossing the rascal into the middle of the street.

Not long afterward Sam Hallet returned from Washington, having procured the change in the law which he had desired. Talcott "laid for him," with a repeating Henry rifle, and shot him in the back as he was going from his boarding house to the railroad office. Hallet died where he fell. Talcott mounted his horse, no effort being made to detain him by the fifteen or twenty men who were present, and rode out to his home, some three miles away, where he hid himself in a cornfield. One murder, more or less, did not count in Wyandot county in those days, and he was never captured. After that he was employed on the line of the Union Pacific running west from Omaha, but the county commissioners would not put up the money to bring him back for trial. Even in the winter following the murder, he was known to some of the neighbors to be concealed in the cellar of his own house.

Of Hallet's four children, the two sons are still living—Robert L., in Chicago, and Samuel I., in Silverton, Colo., the latter being State Senator at this writing.

Rochester, N. Y.

THE COYOTE.

By AGNES KATHERINE GIBBS

THE chilly stars are trembling at the touch of winter's fingers;

From a spruce bough's cosy shelter thro' his mufflers
hoots the owl; [lingers,
Close beside the cabin windows, silence, world-old, solemn,
Till across the mesa comes the lone coyote's wavering howl.

Half appealing, half defiant; made of maniac's awful laughter,
Terror, wickedness exultant, cynic sneer and woman's wail;
Sharp and sudden in its ceasing, as its starting was, but after,
Cliff and cave, and stream and forest all take up the eerie tale.

The restless wind, upstarting from his fitful, broken slumber,
Rushes, moaning, thro' the tree-tops; silence, shuddering,
hides her face.

Over yonder in the cañon, ghosts and spirits without number,
Join in wordless lamentation for a long forgotten race.

Wild prayers never uttered yet beneath a Christian steeple;
Hymns and chants forever strangers to the ritual, cross and
cowl;

The war-songs, love-songs, dirges, of a wild and untaught people,
All mingle in the echoes that wrap the wierd coyote's howl!

It ends! Returning silence wraps her furry cloak around me.
The gentle household spirits, light, and warmth, and rest,
draw nigher.

Once more descends the perfect peace in which that outcry
found me.

In the box-stove's genial bosom glows the dear, familiar fire,
Greenwood, Colorado.



THE "CHUCK-WAGON" OF THE COMMISSION.

Photo by C. F. L.

the loss of water in open sand ditches—a matter notorious throughout Southern California. The Golsh ditch on the south side of the river, and the Mission ditch on the north side, could be plastered with cement, in the manner now employed in all progressive irrigation plants in this region, with 250 inches capacity, at a cost not to exceed 25 cents per running foot, or \$1,330 per mile. A mile or a mile and a half on each of these ditches cemented thus inexpensively, would guarantee an inexhaustible and abundant supply of water for irrigation of all the irrigable lands in this proposition; and while the irrigation facilities as they stand today are unsurpassed, your Commission recommends that in case of purchase this improvement be made. It is the step any experienced and enterprising Californian would take on buying the property for himself. An expenditure of \$5,000 at the outside should perfect the intake and distribution of this extraordinarily valuable volume of water; and would still save the Government more than \$20,000 over the Monserrate purchase. This \$20,000 available for the purchase of lands "for such other Indians as are not now provided with suitable homes," would give at least four other reservations under this agency such relief as would remove them from the present category of continual complaint and of perennial trouble to the Department.

The Pala proposition absolutely controls the four oldest ditches taken from the San Luis Rey river below the mill.



WARNER'S RANCH INDIAN COMMISSION, CAMPED ON THE MONSERRATE RANCH.

Photo by C. F. L., June, 1902

These ditches are higher up the river, and antedate all other ditches except the Henderson. No one upstream can so divert the water as to keep it permanently from Pala. There are very few streams in Southern California where conditions are so simple and so satisfactory. The importance of these facts to the safety of the water supply probably need not be dwelt upon.

"PALA" is a word of the Luiseño Indian language, and means "water," or "place of water." The Warner's Ranch Indians are of the Luiseño branch of Mission Indians. So also are the few Pala Indians left. The latter have allotments at Pala, and a few have homesteads. There has been a hint of former unfriendliness between the two bands; but to the knowledge of your Commission the Pala Indians are among those active in bringing about the proposed purchase at Pala for the Warner's Ranch Indians; and the Indian delegates from Warner's Ranch stated that their people were perfectly friendly to the Paleños. It is also well known that the two bands intervisit in large numbers on the occasion of their feasts, and that the relations are amicable. The rumor was from an irresponsible source, but your Commission deemed it worth investigating. The total value of improvements at Pala, including fences, is about \$8,000. This estimate seems conservative.

THE M'CUMBAR OR ROBINSON MONSERRATE.

In view of the general and earnest protest made throughout Southern California against the purchase of this property by the Government for the Warner's Ranch Indians (as recommended by U. S. Inspector McLaughlin) your Commission has made a searching investigation of the facts of the case. It spent two nights and part of three days on the property; traversed it in all directions, by wagon and on foot, took photographs, levels and measurements, and secured voluminous stenographic notes from the manager, Mr. Chas. Clark. After such examination your Commission is convinced that the protests against the purchase of this ranch for the Indians are fully justified; and, without going into certain suprising features, developed under examination, herewith presents, it believes, sufficient reasons for its findings.

CLAIMS.

The McCumbar portion of the Monserrate Ranch, now owned by Dr. G. W. Robinson, claims 2,370 acres; about 1,800 arable, 800 valley, 150 in alfalfa, "300 more has grown alfalfa;" "300 acres irrigable from the San Luis Rey River *at certain seasons of the year*;" "a forty horse-power pumping plant, comparatively new and in good condition," which "throws a steady and full stream of water through a 6-inch pipe" from "a large well inexhaustible in its supply." This plant, it is claimed,

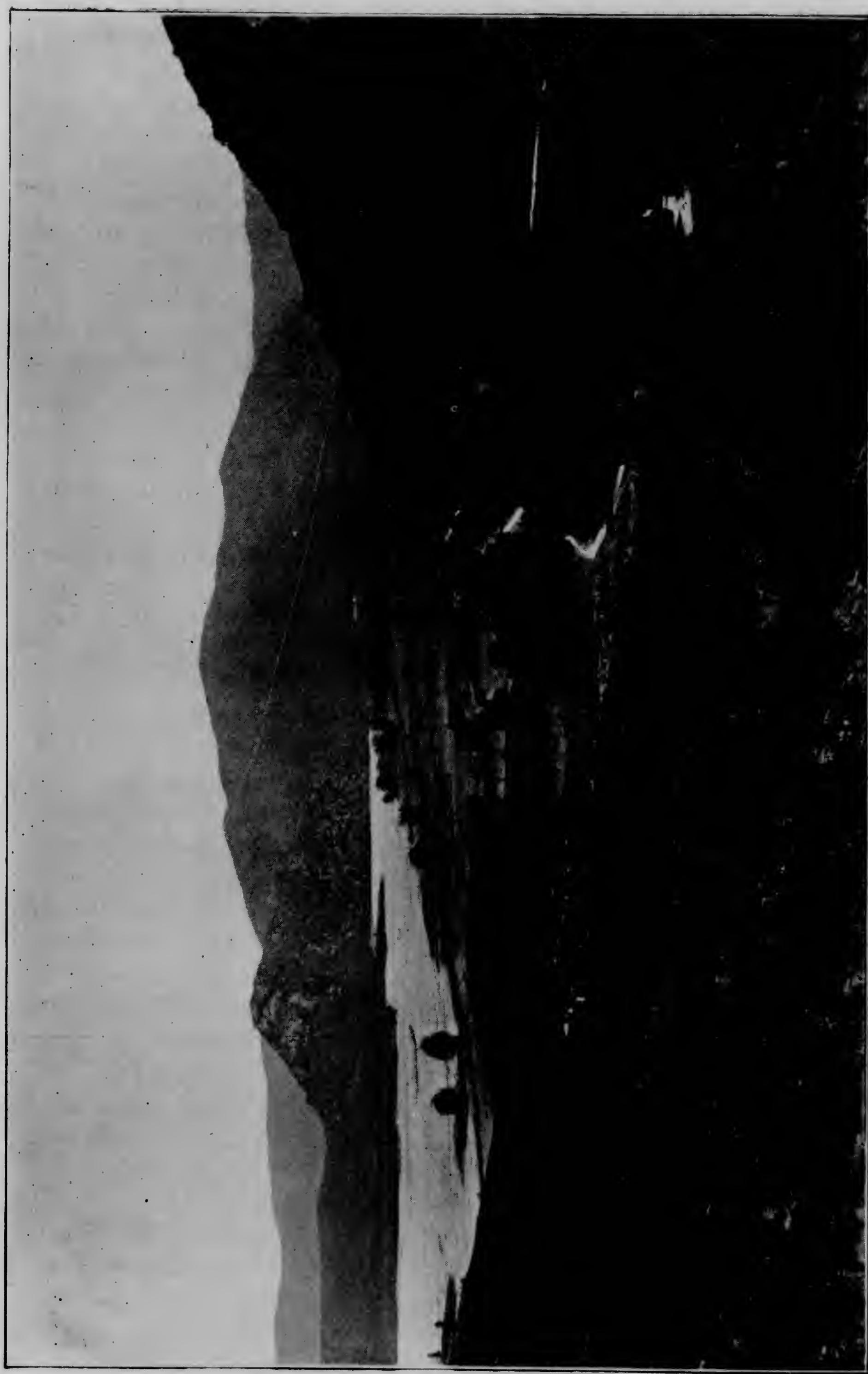


Photo by C. F. L., June, 1902

GENERAL VIEW OF THE MONSERRATE.

"is utilized to irrigate a portion of the valley lands in unusually dry seasons." Water is claimed to be "only from 3 to 5 feet below the surface throughout the valley." "This ranch is better supplied with timber than any other in South Western California, and in fact the only one containing necessary fuel." "Soil rich, water plentiful," (vide Report of Inspector, House Doc. No. 319, 57th Congress, 1st Session.) Recommended to be bought by the Government for \$70,000.

FINDINGS OF THE COMMISSION.

It is true that this property "has a frontage of a mile on the San Luis Rey River," though the statement is misleading. The large upper portion of that frontage is by the high rock peak, shown in photo, which makes it impossible to take water out upon any portion of the ranch except a small tract at the lower end. It is not true that "at least 300 acres of the ranch lands can be irrigated from this stream at certain seasons of the year." From 75 to 80 acres can be irrigated in winter, the season when irrigation is not practiced. In the summer months, when irrigation is vital, none of the ranch whatever can be irrigated from the river. The bed of the San Luis Rey was a dry sandwash at the Monserrate intake at the time of your Commission's visit, so early as June 19; nor was there water for irrigation when the chairman visited this spot last October. The method by which the manager expects to "irrigate 300 acres from the river," involved, as he stated to the Commission, his original plan to "bring the water up" to the hillock on which the house stands "and to give it a push that will send it way off there"—up hill. He stated that he "came here a year ago, a greeny."

The "40 horse-power pumping plant" is not in use. The manager admits that he never worked it except for one day, "to see what it would do." It is not pretended that it was ever in use more than a week. The manager states that it is four or five years old; outsiders say three or four. The boiler was found by your Commission full of water, after months of disuse, and badly rusted. The pump had been removed from the pit and was lying in the dirt. It is not 6-inch but 5-inch. After measurement and consultation with its builders and several engineers, including some who know this individual plant, your Commission does not believe the plant to be of 40 horse-power, nor of more than half that capacity. The claim that the water supply in the well is "inexhaustible" is gratuitous. No attempt has been made to learn whether it is inexhaustible or not. Despite the large claims of irrigation, your Commission found the ranch on a purely dry-farming basis; the river dry, the pumping plant abandoned, and the crops which



THE CHIEF "STREAM" ON THE MONSERATE.
 Registered flow, one-quarter of an inch. Measured by the Commission, June 19, 1902. Filled a 3-quart canteen in 20 seconds.
 Photo by C. F. L.



Photo by C. F. L., June 7, 1902
 MARCELINO QUASSIS, CAPTAIN OF PUERTA LA CRUZ.
 (One of the Warner's Ranch villages now to be evicted.)

should be irrigated suffering from drought. In the bottom, by the pump-house—the only spot on which water from the river could be put if there was water to put—the bean crop was drying out and choked with weeds. The alfalfa fields were also thirsty. Rough measurement by a civil engineer showed that the alfalfa fields claimed to be 150 acres are really about 60 acres. In the rainy season it may be true that "water is only from 3 to 5 feet below the surface throughout the valley;" but the Commission saw, in the bottom of the valley, two wells 14 feet deep and entirely dry, while the windmill at the upper end of the alfalfa was sucking air, having exhausted its well.

All water for the house, live-stock and all other purposes is raised by windmill. The manager related to the Commission how the whole supply was cut off by a frog in the pipe, so that he had to dig a new well.

The only visible water on the ranch was from two small

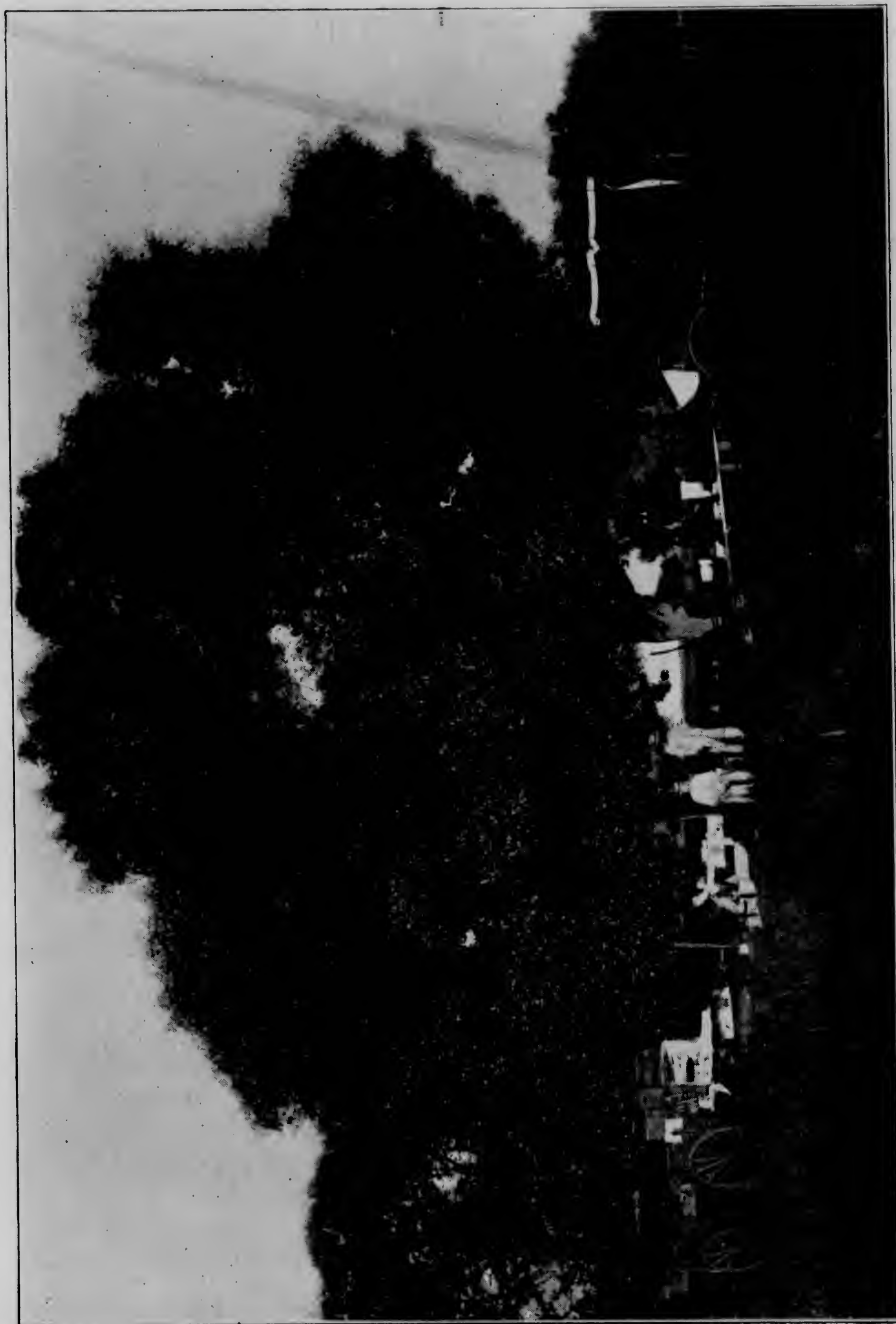


Photo by C. F. L.

ONE OF THE COMMISSION'S CAMPS.

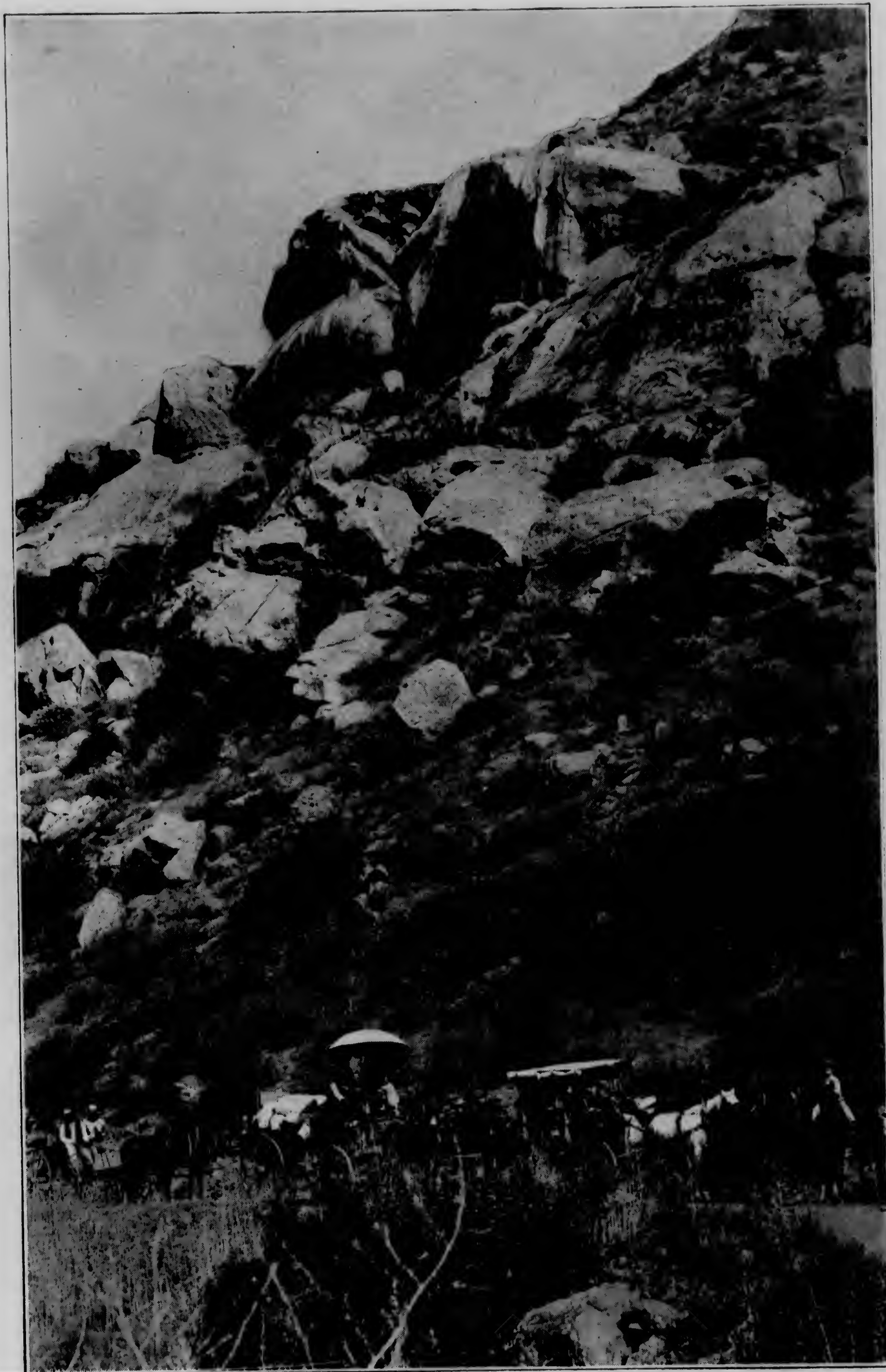


LEONARDO AULINGOFIS,
OLDEST INDIAN AT AGUA CALIENTE.
(He served under Lt. Col. P. St. Geo. Cook at the entrance of the American army to California in Feb., 1847.)

Photo by C. F. L., June 7, 1902

springs at the northeast corner, shown by the manager. The larger—which he admitted was twice as large as the other—was measured by your Commission June 19; by capacity, being too small for weir measurement. The full flow of this stream, falling six feet, filled a 3-quart canteen in 20 seconds by the stop watch! Not only is no adequate irrigation possible on this ranch in dry seasons, when irrigation is necessary, but it would be difficult so to locate the Indians that they should have water for household purposes.

Except about 25 acres (claimed) in beans and potatoes, and about 60 in alfalfa (which the manager admits is "about worn out; it is full of mustard"), practically all the crops on the ranch are volunteer grain, some of which has made a very fair stand. The manager has turned his attention of late almost



MONSERRATE RANCH. Photo by C. F. L., June 21, 1902
(The rocky peak which shuts off all the upper portion of the ranch from the San Luis Rey river.)

wholly to hogs. The 40 acres of valley land east of the alfalfa is strongly alkaline; the manager states that he had it in corn last year, but will now let it go back to salt-grass. He has abandoned butter making "because it was too much trouble;" has given up grain "because it was too expensive to head and thresh on a large scale."

The valley land is about 500 acres, instead of 800 as claimed. Your Commission took 16 measurements across the valley, and found it averages 23 chains wide. It is 160 chains long.

The live-oak grove is a very fine one, and probably covers 100 acres as claimed. It is not true, however, that the Monserrate "is better supplied with timber than any other in Southwestern California, and in fact the only one containing necessary fuel." A large number of ranches have the "necessary fuel;" and your Commission has examined, among those now proffered to the Government, at least nine which have more timber than the Monserrate, and two of them more than ten times as much.

Your Commission has no hesitation in stating that in its opinion the price—\$70,000—at which it was recommended that this property be purchased by the Government, is excessive, to state it mildly. Whether justly or not, it is a widespread impression that the ranch could have been bought for not to exceed two-thirds of that sum. Your Commission asked the manager directly, three times, if the property had not been sold at foreclosure. He assured us that it never had been, and that the foreclosure story related to the Fenton portion of the Monserrate. Your Commission had in its possession at the time the following information from the judicial records of San Diego county, Cal.:

Dec. 24, 1894, in a foreclosure proceeding by the People's Home Savings Bank vs. C. L. McCumbar et al., E. Carter, a commissioner appointed by the court, sold the McCumbar portion of the Monserrate Ranch [this exact property] to J. E. Wadham for \$25,000. Mr. Wadham assigned the certificate to G. A. Garretson, and a deed was issued to him by Carter as Commissioner, July 1, 1895, recorded in Book 238, page 288, for Tract "C," containing about 210 acres, and part of Tract "A," containing about 2,000 acres.

July 31, 1895, Garretson conveyed the premises to C. L. and G. W. McCumbar, for \$25,000, deed recorded in Book 243, page 55, and took a mortgage back for \$23,250, recorded in Book 90, page 128 of Mortgages; taking a mortgage for the difference, \$1,725 on other property, recorded in Book 90 of Mortgages, page 418.

Feb. 26, 1898, the McCumbars entered into a contract to sell the property to George W. Robinson; Robinson to assume the mortgage, and to convey to the McCumbars some property in New York, which does not seem to have been valued at over \$10,000, as the certificate was to be limited to that value. This contract is recorded in Book 267, page 299.

Aug. 13, 1897, the McCumbars made a deed to Robinson for the consideration of \$30,000, which seems to have been the agreed price, as the revenue stamp is for \$30. Deed recorded in Book 272, page 282. Robinson, in addition, was to pay \$11,000 for the personal property on the ranch.

The personal property on the ranch is not included in the proposition to sell to the Government for \$70,000.

Your Commission also begs to state that in its opinion the Robinson Monserrate at nearly \$30 per acre is relatively one of the dearest properties it has examined. A large number of ranches, greatly superior to this, with better land, far more land, as much or more timber, hundreds of times the available water supply, and in every particular better adapted to the purpose, can be bought and are now proffered to the Government, at a saving of \$10,000 to \$25,000. As landscape the Monserrate is an exceptionally beautiful area, and might well fascinate a stranger to California and to the peculiar conditions of farming. In the hands of an intelligent, active American farmer, with sufficient capital and large executive ability, with costly machinery, and the best methods, the ranch would probably pay well; but it does not now enjoy the reputation, among those who are familiar it, of a paying place; and it would not be possible for Indians, even with a good overseer, to make it a success. Owing to the distribution of the water—or rather lack of water—and other causes, it would be extremely difficult, if not impossible, to allot it satisfactorily. The Warner's Ranch Indians are, and have been from the first, particularly opposed to this property; and to put them upon it would intensify their discontent at being removed from their old home.

PROPERTIES EXAMINED BY THE COMMISSION

PROPERTY	Acres	Arable	Irrigable	Now Cultivated	Now Irrigated	Houses, Barns, Etc.	Inches Water Measured	Price	Per Acre
Pala.....	3,438	2,028	733	650	316	27	135	\$ 46,230	\$13
Descanso.....	6,841	3,245	200	1,045	.....	0	38	51,000	7
Las Flores.....	5,230	3,000	2,500	500	250	4	36	66,500	12
Agua Tibia.....	1,563	1,000	1,000	300	140	7	53	50,000	32
S. Pasqual "A" ..	1,996	1,154	529	554	100	14	100	81,500	41
S. Pasqual "B" ..	1,416	1,200	800	.....	140	45	0	68,670	48
Ludy.....	2,085	1,400	105	600	80	8	22	36,000	17
Pauba-Temec. ...	8,000	3,000	.....	.....	.....	...	.....	70,000	9
Pauma	13,059	2,500	.....	.....	.....	...	78	60,000	5
Ethanac.....	700	700	700	700	700	...	140	70,000	100
Sta. Ysabel.....	2,500	250	75	250	12	2	10	50,000	20
Maxcy	4,200	2,500	.....	1,500	.....	5	2	50,000	12
Moosa	4,380	.....	.....	.....	.....	40	4	68,985	16
F. Grand.....	6,500	1,200	30	300	30	12	E 5	40,000	6
Evans.....	2,000	500	500	150	100	4	E100	80,000	40
Newport	2,775	2,275	0	2,275	0	7	0	70,000	25
Etcheverry	3,000	2,000	.....	400	0	3	0	70,000	23
San Felipe	9,973	.....	.....	.....	0	...	0	70,000	7
Webster.....	2,487	1,200	.....	150	.....	6	1	37,305	15
Monserrate—									
Robinson's.....	2,370	1,300	80	1,300	0	15	¼	70,000	30
Fenton's.....	2,676	750	.....	250	0	6	0	38,000	14
Palomares	4,302	2,500	.....	2,500	0	2	.....	60,000	14
De Luz.....	1,700	739	107	349	12	24	31	50,000	29
Fallbrook	3,653	487	108	250	50	27	E100	35,000	9
Dinwiddie	2,720	650	.....	450	.....	21	.....	50,000	18
Guajome	2,350	1,800	20	1,420	.....	7	E 5	55,000	23
Jurupa	2,500	2,300	625	710	625	10	E200	60,000	24
Warner's Ranch..	30,000	.....	.....	.....	.....	...	19	245,000	7

Except water measurements, above figures are mostly owner's claims. Some, particularly in arable and irrigable area, are excessive.

Aged Warner Ranch Indian Constructs Native Wigwam

Angel Kwilp, 100 Years Old, Is Building Replica of Primitive House Used by Redmen Before Advent of Spaniards for Smithsonian Institution.

364
Angel Kwilp, or Quilp, 100-year-old Warner ranch Indian, is constructing for the Smithsonian institution a full-sized replica of the primitive type of house used by the southern California Indians before the Spaniards came to this region and before buildings of adobe had been introduced into California. This work is under the direction of Dr. J. P. Harrington and the construction of the house will progress slowly for several weeks, every material of construction being the same that was used by the Indians before the days of Ramona and even the knots used for tying the poles together are made in Indian fashion. When the house is finished it will be furnished with Indian matting, basketry and utensils, the purpose being to preserve as far as possible a knowledge of all details of construction and furnishings of the ancient California Indians.

The wigwam is circular and is about 15 feet in diameter, while the height is about 16 feet. A stake is driven in the ground and a string tied to it; a circle of the desired radius is inscribed on the ground. Willow poles are then cut. Post holes are dug a step apart around the circle with a primitive crowbar made by hardening the point of a sharpened stick in the fire; the earth is scooped out with Indian baskets or with the hands. The poles are brought together at the top and are securely tied with string made from the fiber of the red milkweed. This fiber is prepared by twisting on the bare knee and is very strong. Over the framework of poles wild brush is lashed horizontally to serve as a bed for the thatching, which is put on in six or seven tiers.

PECULIAR GRASS USED

The thatching material is a peculiar grass which grows on the higher open hill sides of Warner's ranch. The plants are pulled up by the roots, because if the stems were cut water would enter and rot the thatching. These plants are alternated as they are placed on the roof, one of them being placed right side up and the next one upside down. To avoid the excessive use of milkweed string, the making of which is a laborious task, the grass is tied with a rope by an ingenious device. A supple willow twig is run across so that it holds the grass tightly for a section of a yard or more in length, only the ends of the twig being tied to the framework of the house. The overlapping of the tiers cover up the lashing so that the house is neat in appearance when finished. The thatching when compressed by the twigs is six inches thick, hard as a board and impervious to rain and wind.

At the top of the house an ample hole is left for the exit of smoke and in the middle of the earth floor a pit 10 inches deep is dug which is used as the "atizadero," or fireplace of the house. Around this hole are placed three pot rests for supporting the Indian ollas which are used for cooking purposes.

The door of the house is a

grow in the lakes, the weaving being done with milkweed fiber. The Indian word meaning "to lock the door" really says "to tie the door," for the only protection from the intruder when Indians went away and left the house was to tie the tule mat across the door. But Indian courtesy and custom forbade anyone from entering a house when no people were around, and Indians did not steal from each other.

SLEPT ON MATS

Similar mats were used for sleeping and for sitting on the floor. These mats were like newspapers and are surprisingly warm when used for such purposes. The Indians lying at night had nothing between themselves and the cold earth except one of these "petates de tule."

Some of the Indians had their houses lined on the inside with similar tule mats, much as the Americans use wallpaper. The poorer houses had the willow twigs showing on the inside. Between the poles and the thatching all kinds of Indian utensils and furnishings were inserted, it offering a convenient place for placing such objects, where they would be out of the reach of children and in sight when they were needed for use.

Baskets, storage vats, regalia cases and other furnishings will complete the equipment of this primitive wigwam, which is the first ever constructed for scientific purposes.

Some of the Indians at the springs had their houses arranged so that the hot water ran through them and had the curious custom, reported from no other place in the world, of sleeping in the warm water. "Some of the Indians would sleep all night with their bodies in the water and only their heads sticking out," stated the aged informant, Angel Kwilp. "You would think that that it would kill them, but they got used to it. They had the hot and cold water running as Americans have in a modern bathtub, and they would switch the water from time to time to keep their bodies the right temperature. Seals live in the ocean and stay in the water all the time and it does not hurt them, and that was the way it was with these Indians."

IMPERVIOUS TO QUAKES

People have made a great deal of ado during recent years about Spanish architecture, which is adobe construction and therefore affected by earthquakes. The Indians had never heard of adobe houses and theirs was an architecture vastly older and not a bit less interesting. While adobe houses were constructed in southern California during the Spanish and Mexican rule of less than a hundred years, the neat wigwams of the Indians were used for many thousands of years and were not affected by earthquakes or the elements. They were practical and healthy in every way and it is a strange fact that not one of these has survived down to modern times, although there are some very good examples left of Spanish California architecture.

To all of those who love the history of California and a study of the people who inhabited this region for a period many times

longer than that of the Spanish and American occupation, the building of this primitive Indian wigwam by the last surviving Indian will be of the greatest appeal and interest, say those who have seen its construction.

Religion

Religion - San Bernardino Valley

MOH

Extract from 'History of San Bernardino Valley
from the Padres to the Pioneers, 1810-1851', Father
Juan Caballeria, 1902.

Beliefs of Indians of San Bernardino Valley.

"The early Indians were not idolators. . . . They worshiped the good and the evil principle. The latter, typified by the coyote, they evidently considered the more powerful, as their dances and religious ceremonies were generally propiatory and usually in honor of the evil one. . . ."

"According to a belief of the Indians of San Bernardino Valley, the good Mutcat created the earth, the sea and all the animals, birds, fishes, trees and lastly man. Then, desiring to view the work of his hands, he descended from his heavenly abode of Tucupac, to visit Ojor, the earthly creation. Wishing to express his satisfaction and still further beautify the earth he gave to man the various trees, plants and flowers. Knowing that in employment man finds happiness, he taught them to build their houses and the many arts whereby they might pass their time in contentment and usefulness.

"For a period of time all was peace and serenity. . . . The earth yielded fruit in abundance. . . . death had never entered to bring sorrow and separation to mankind.

"Unfortunately the peace was broken. Isel, the evil god, became envious of the happiness of men. . He caused death to come into the world, brought famine and pestilence and sowed the seed of discord among men. But as Isel was moved solely by envy, it was believed his anger would be appeased and favor obtained through gifts of food, chanting, dances and feasts in his honor.

"On the other hand, Mutcat, the spirit of good, was ever solicitous for the welfare of his earthly children. . . ." pp. 49-50.

THE GHOST DANCE RELIGION

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Jour. Am. Folk-Lore XIX, Oct.-Dec. pp. 322-323, 1906.

Calif. Indian names for earthquake.

Yurok

Yokuts

EARTHQUAKES by A. L. Kroeber.

Jour. Am. Folk-Lore XIX, No. 75, Oct.-Dec. pp. 322-323, 1906.

Calif. Indian names for earthquake

Yurok
Yokuts

^{an article entitled}
Jaime de Angulo in 'The Background of the Religious
Feeling in a Primitive Tribe' (American Anthropologist,
Vol. 28, No. 2, April 1926) states, "I have never been able
to find the slightest trace of even the vaguest conception
of Godhead among the Pit River Indians of northeastern
California. The Pit River tribe, of which the Adzumawi
and the Atsuge are two of the local groups, are an extreme-
ly primitive people. Indeed, the most salient character-
istic of their culture is the absence of nearly everything:
no totemism, no social organization, no secret societies,
no religious ceremonies of any kind, no priesthood, no
real tabus".

He remarks that although these Indians have no religi-
ous ceremonies, no priesthood, and not the slightest
approach to any conception of Godhead, nevertheless, their
life "is nothing but a continuous religious experience."
"To me," ^{to say} the essential of religion is not a more or less
rationalized conceptual system of explanations of reality,
but rather the 'spirit of wonder,' or as Lowie puts it:
the recognition of the awe-inspiring, extraordinary mani-
festations of reality. The difference between the two
attitudes is essential. The one leads ultimately from
humble origins in explanatory myths and stories of crea-
tion to a scientific discipline. The other is the mystical

attitude, sufficient unto itself for those who happen to possess it, but an eternal puzzle and source of annoyance to the others because it stubbornly resists all attempts at rationalization.

"Therefore, it is logically impossible for the rational man to understand the religious feeling of the primitives, and this is the probable cause of the failure of orthodox scientific ethnology in this field.

.

"The spirit of wonder, the recognition of life as power, as a mysterious, ubiquitous, concentrated form of non-material energy, of something loose about the world and contained in a more or less condensed degree by every object, -- that is the credo of the Pit River Indian. Of course he would not put it in precisely this way. The phraseology is mine, but it is not far from their own. Power, power, power, this is the burden of the song of everyday life among these people. Without power you cannot do anything out of the ordinary. With power you can do anything. This power is the same thing as luck. The primitive conception of luck is not at all the same as ours. For us luck is fortuitousness. For them, it is the highest expression of the energy back of life. Hence the sacred character of all forms of gambling in primitive life.

"There, in gambling, in the 'hand-game,' you will find the true expression of religious feeling in form, if you are looking for religious form. Watch the fervor of two teams as they sing the rhythmic songs of power for a whole night and you cannot escape the feeling the gambling here is a religious experience."

On a later page he goes on to say, "No one animal is more especially sacred than any other. Silver Fox created the world with the help of Coyote. But neither of them is venerated in any way. There is not the least feeling of making these or any other animals into gods. . . . there is no real difference between men and animals from the point of view of the Pit River Indian. . . . But neither in their doctorings, in their relations with damagomi's or dinihowi's, nor in their myths and tales is there anything which can even remotely be called God or a god."

Berkeley, California.

The Californian, August 1892.

met recognition from the Sir John of criticism—for the Franciscan missions were also fortified castles, rude but built for genuine defense—while glimpses *en route* of the double peasantry of Mexico and China would have assured us an almost monarchical position with difficult *mademoiselle*. Luciano runs up the outer stairway of the San Gabriel, it being a spray of wild tobacco growing by the empty niche built by the neophytes upon whose forehead the *padres* had made the sign of the cross; you watch the gardener, in the blue blouse Millet

Rio de los Temblores?" "Could we still find Indian women to make jelly from the *tunas* of Father José Maria de Zalvidea's old mission hedge?"

"Would they use *panocha* or sugar if we could?"

"Did they make and can they still make pomegranate wine at San Juan?"

"Could we find a genuine Indian *alabado* and a native musician to get it upon music paper, red notes preferred?"

"Do you suppose they buried the bass-viols and other church instruments with the mission bells?"



Indian Sonajas or Rattles, used in the worship of Chinigchinich.

Collection of Antonio F. Coronel.

would have loved to paint, lift the pilgrim gourd to his lips under the big hat, "mow;" a *muchachita* like Susana darts out from a pomegranate hedge, sets a smaller *muchacha* with painful violence upon a turf of *filaria* and sings for you a song like that which Mr. Fraence heard in old Spain itself. By what *ruse* will the *comisionados* persuade all this representative picturesqueness to the Fair?

"Do you believe the eight bells of San Luis Rey were buried by the neophytes? Which, ah which, *Señor* Don, was the real and not the reputed

"What coloring did the Indians use in their frescoing and what remains of it exist at Pala?"

All these questions are asked and answered in the house of the interpreter or, not to be disagreeable and mysterious, in the *sala* of Don Antonio Coronel.

It is literally, however, through the services of *Doña* Mariana, the house of the interpreter, as many a questioner into the past can testify. The name "*Mariana*," in large letters over the front doorway tells of its dedicatory character. We are living

in the *sequoia* "period," as opposed to the adobe; so the house is, of course, of two high stories of white redwood, with attic and a basement which is a ground-floor of history. Looking out of its front bay window you may still see from this *casa grande* the walls of the old house denuded of orange and lemon trees, climbing cactus and roses. The *carreta*, which used to stand before the open doorway, reminding me of the royal, if fainéant, days of France has fallen to pieces; only the two big sycamore wheels from the Verdugo Cañon, standing side by side in the museum, to show its construction to the visitors who come now in victoria or coupé. Transplanted *yerba buena*, bergamot, and sleep-compelling *adormiders*, however, bloom along the cemented walks and an *agave* or *maguey* stretches up symbolically to the very eaves, commensurate with the new *régime* as it towered above the old.

You are not only in the house of the interpreter but in the palpable dominion and atmosphere of Hernando Cortez. A series of strange old pictures form a Spanish line of possession along the walls. These pictures represent Mariana, also in the rôle of interpreter, between Cortez and Montezuma; Mariana, almost the first of Indian neophytes whose technical difficulties when called upon to explain the Trinity and the transubstantiation are suggested by Mr. Prescott, and of whom we may be sure the Spaniard also demanded a translated diagnosis of that disease which could only be cured by Indian gold. Examples of *plumaje*, or featherwork, such maybe as Alvarado's caravel first took back to Charles V line the walls, alternating with portraits and cabinets of Guadalajara ware, while Don Antonio's *sombrero*, now reduced, under our civilization, to a mural decoration instead of a head-covering, hangs in the doorway, and his *rebozo* is "draped" high over a modern curtain-pole.

The house may be said to be under

the invocation of San Antonio de Padua as well as the dominion of Cortez. The opening door conceals for you, as coming guest, a tiny image of the saint which, as a parting one, you may examine. As a remembrance of General Vallejo, a picture of the founding of Saint Antony's own mission greets you from the wall, and the mountain of the seraphic doctor shows white from the window to the north. To the right of the Virgin in the oratory upstairs, the great miracle-worker holds the Jesuito on his book, and here, night and day, when *la grippe* attacks the Don and local history together, burns the supplicatory candle of Mariana to this patron saint.

What question in state history or local tradition will you have answered to-day?

Would you see Don Antonio rehabilitate the old Californian *soldado de cuero*, who was Indian fighter, mission guard, defender of the Castillo of the Presidio of San Diego, Santa Barbara, Monterey or San Francisco, or of the *pueblos* of Los Angeles and San José? The cotton jackets of the followers of Cortez in Mexico are succeeded in the mission chronicles by these *cuirassiers* of Carlos III, who spent so much of this mortal life in seven layers of tanned buckskin and were carried into the mission graveyards in the cord and cowl of St. Francis, cast off by *padre* and confessor. Seven such buckskins, tanned perhaps by as many Christian Indians for the *caballeros'* defense against the arrows of the Gentile ones, made these leather jackets of history. The seven thicknesses of this *cuirass* or *corium* were sewed by Indian *armourées* with buckskin strips fashioned something after the fashion, to use a *chef's* simile, of lardoons, and the buckskin boots elaborately laced with similar strips of greater size. The quilted collar of the *cuirass*, turned up above the ears, met the brim of the *sombrero duro*, the ribbon of which was always black. On his arm this same *soldado* slipped

LUISEÑO CLANS AND RELIGIOUS SOCIETIES

E. W. Gifford, Clans & Moieties in Southern California, Univ. Calif. Pubs. in Am. Arch. & Ethn., Vol. 14, pp. 201-214, 1918.

Primitive Religion

ITS NATURE AND ORIGIN

Dr. Radin undertakes in this volume to break down into its simple primary elements a phenomenon that has been the subject of much fanciful speculation since the beginning of scientific anthropology. For this task he is equipped by a lifetime of field research and interpretation that have made him an internationally recognized authority on primitive religion.

His approach is at once novel and common-sense; instead of regarding the primitive group as homogeneous, with all members equally and similarly affected by religious experience, he makes a distinction (which we accept as valid for our own culture) between the shaman or priest and the layman. The religious practitioner under early conditions must necessarily be of an abnormal type, and this sets for all time certain universal characteristics of religious experience. The layman, on the other hand, demands from religion a purely practical function—magical protection in the uncontrollable crises of life.

From this inherent conflict, when seen against the background of successive stages of economic and social evolution—from simple food-gathering cultures to complex agricultural civilizations—grow directly the chief manifestations of religious life and indirectly such concepts as the soul, spirits, totems, gods.

Richly illustrated with examples from the religious thinking of primitive peoples in all parts of the world, this book offers an explanation of the origins and purposes of religion acceptable to the modern intelligence and related to the other major aspects of social life.

\$3.50

The Viking Press • New York City

DR. PAUL RADIN is an incurable free-lance, whom several universities have been unable to hold for long and who will not enroll in any scientific society, despite the general recognition that he is one of our leading anthropologists. He began his anthropological career while studying in Germany and continued it under Franz Boas at Columbia. During a later five-year stay in England, he worked with Professors Rivers and Ogden and lectured at Cambridge. In an interval he gave a course in anthropology to Jung and his "seminar" in Zurich. He has held fellowships from Columbia, Harvard, and Yale; has worked on museum collections at Berlin, Prague, Florence, and London; has taught at the Universities of California, Fisk, and Chicago; has been official anthropologist or field research worker for the Bureau of American Ethnology in Washington, the Canadian Geological Survey, the Laura Spelman Rockefeller Memorial, and the University of Michigan; has conducted scientific expeditions among the Ojibwa, Winnebago, Zapotec, Wappo, Pomo, Patwin, and Ottawa tribes. Since 1935 he has been supervisor and director of a government Survey of the National Minorities of California.

Besides numerous articles in scientific journals, his published works are: *Myths and Tales of the Ojibwa of Southeastern Ontario* (1914); *El Folklore de Oaxaca* (1917); *The Sources and Authenticity of the History of the Ancient Mexicans* (1920); *The Winnebago Tribe* (1923); *Crashing Thunder: The Autobiography of an American Indian* (1926); *Primitive Man as Philosopher* (1927); *The Story of the American Indian* (1927); *Social Anthropology* (1932); *The Method and Theory of Ethnology* (1933); *The Racial Myth* (1934).

Research references on Indians

C. Most Meriam
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ENCE. p. 556

April 10, 1896-

[N. S. VOL. III. No. 67.]

IN the Sunday edition of the New York *Sun* for March 29th Mr. Jeremiah Curtin, formerly of the Bureau of Ethnology, began a series of articles on primitive folk lore collected from the Indians in California, Mexico and Guatemala. He writes first on the traditions of the Uintas, a nation formerly resident on the right bank of the Sacramento from San Francisco Bay to the foot of Mt. Shasta.

partial list

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IN
LIBRARY OF CONGRESS

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The Daily National, Aug. 16, 1858-Dec. 31, 1858 1 vol.
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Daily Evening Picayune, Jan 1-Dec. 31, 1851 2 vol.

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all months between Aug. '53 & Dec. '61

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Marysville Daily Appeal, May 28, 1862-Dec. 31, 1864 3 vol.

/v

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History of San Bernardino County. 1904

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Shell mound

C. Hart Merriam
Papers
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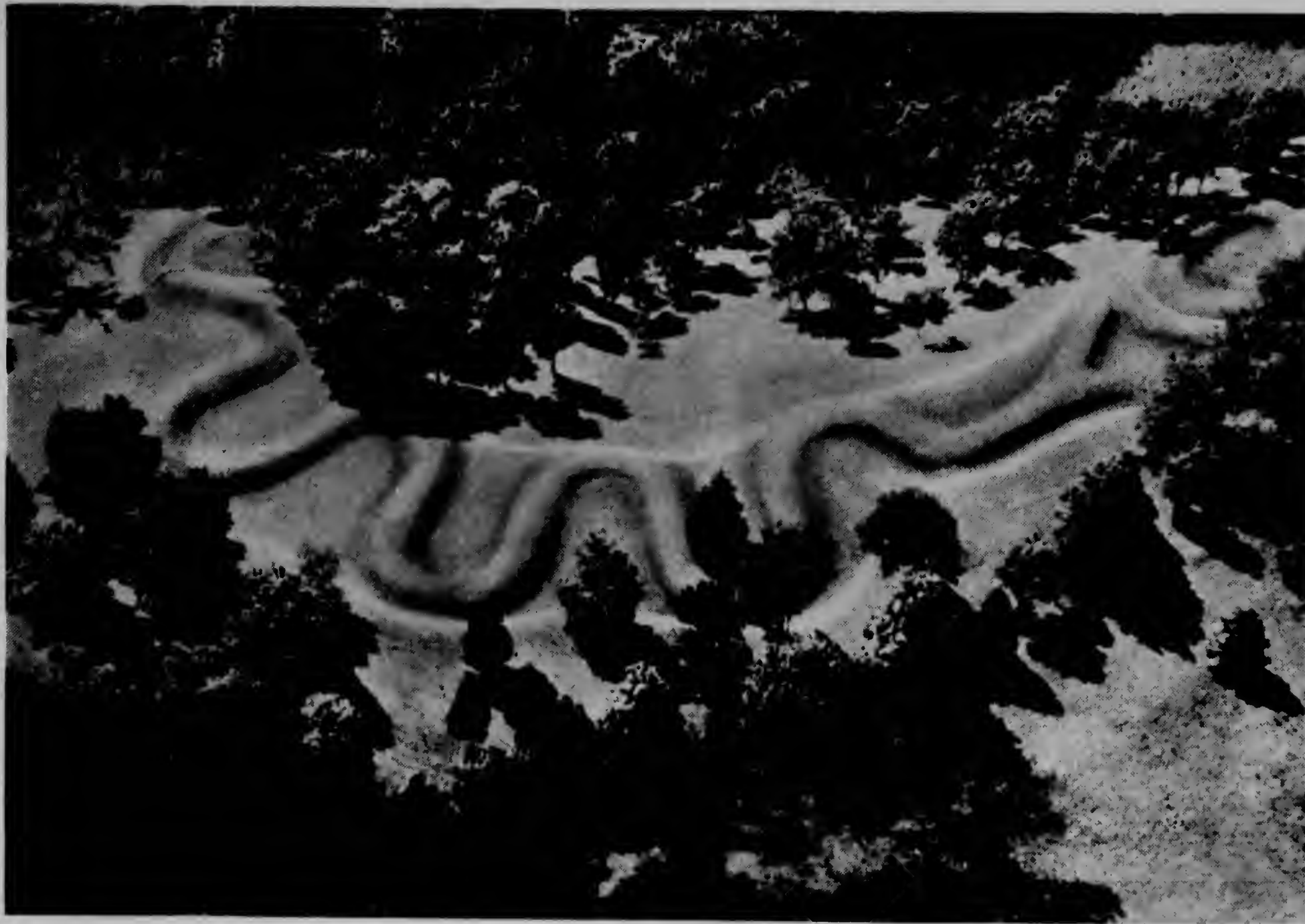
Ancient American Wonder Gains Tourist Fame

AMERICANS are discovering one of the wonders of ancient America—the Great Serpent Mound in southern Ohio.

The mound is not new to archaeologists, nor to a good many other people, especially mid-westerners. But visiting it has been made “convenient and pleasant” by aid of an \$80,000 WPA and Ohio State project, and discovery on a large scale has begun. Some 100,000 roving Americans this summer have taken in the earthen curiosity, which one archaeologist informally calls “a good old antique.” From now on, the Great Serpent is expected to become a standard sight.

The first white man who discovered the mound did not find it particularly convenient or pleasant. Who he was, nobody seems to know any longer. But word got around his neighborhood that over in the woods by the river was a queer winding bank of earth, probably something wild Indians built for defense.

Then came the archaeological team of Squier and Davis, studying Indian remains. One good look told them what the earthwork represented. It was a snake symbol, cleverly modeled in raised earth to wind along the high cliff by the river. Dimensions of the creature call for Hollywoodian adjectives. It is four



GREAT SERPENT MOUND

An air view of this archaeological site now available to tourists.

Outdoor Life - Sept. 1938.

SHELLMOUND LORE BASIS OF BOOK

364
Primitive relics, 1000 years old, snatched from the gaping maw of a modern steam shovel bucket, today form the basis for W. Egbert Schenck's romantic story of early Indian life at Emeryville.

Standing beside the great power shovel as it scooped into the old Emeryville shellmound, which was leveled in order to make room for factories, Schenck gathered hundreds of specimens which were later carefully analyzed at the University of California.

Schenck, a member of the department of anthropology at the university, has written the closing chapters in the history of the Indian tribe which lived on the shores of San Francisco bay before the advent of the white settlers.

OTHER PAPERS

Other papers were prepared 25 years ago by John C. Merriam, now director of the Carnegie institute of Washington, D. C., and Dr. Max Uhle.

Schenck's story dates back to the tenth century A. D., at a time when Denmark was making its last attempt to conquer Great Britain.

Deer, elk, birds and many small game animals roamed the district then, he states, and the now extinct sea otters swarmed the waters of the bay. Occasional whales were to be seen within the harbor.

REPICTURE LIFE

Year after year, Indians camped at this favorite site, where game was abundant, according to Schenck. The shellmounds which have now been completely destroyed by the march of industry, contained the story of their life.

Shells and fossil forms told of the food they ate, cooking utensils revealed how that food had been prepared.

Occasionally deaths occurred and the body was buried in the shell heap. Each warrior was accompanied on his journey to the "Happy Hunting Grounds" by his worldly possessions.

The MOUND BUILDERS

*A Reconstruction of the Life of a
Prehistoric American Race through
Exploration and Interpretation of
their Earthen Mounds, their Buri-
als, and their Cultural Remains.*

BY
HENRY CLYDE
SHETRONE



Great
Serpent
Mound

The Mound-builders

A RECONSTRUCTION OF THE LIFE OF A PREHISTORIC AMERICAN RACE, THROUGH EXPLORATION AND INTERPRETATION OF THEIR EARTH MOUNDS, THEIR BURIALS, AND THEIR CULTURAL REMAINS

by

Henry Clyde Shetrone

Director and Archæologist,
The Ohio State Archæological and Historical Society

Who were the Mound-builders? Where did they come from, and when? Why did they build mounds? What became of them? For the most part their story has remained a mystery. Curiosity, speculation, and surmise have woven about the subject an epic of intriguing interest; imagination has run riot in attempting to solve this puzzle of the centuries. Only in recent decades, however, have scientists succeeded in unraveling, one by one, the threads of the Mound-builders' romantic story. And their findings have been tucked away in scientific reports of explorations, a bit here and a bit there, where the average man would have neither time nor patience to seek them out and piece them together into an intelligible fabric. But now the story is told by Henry Clyde Shetrone in language that all may understand.

The pick and shovel of the archæologist have bared the secrets of the mounds and the mute evidences of the vanished people who constructed them; and these evidences of a people who lived, loved, fought, and died on American soil before America was known to the so-called civilized world have been translated into terms of written history. The reader here becomes a member of the exploration party and takes part in the altogether fascinating and exciting work of delving into the buried remains of a lost civilization. Nor is the vivid human side of the story neglected. The author considers well the living drama of these lost people, describing graphically their religious and social customs, their chiefs and councils, their priests and portents, their medicine and magic, their art, all these and more. "The Mound-Builders" is a great adventure for the armchair explorer. It does for the greatest of American prehistoric races what MacCurdy's "Human Origins" did for the prehistory of Europe.

The reader of *The Mound-Builders* is taken on a tour of the thousands of mounds and earth-works of the "General Mound Area." He envisions, by means of word and picture, the interesting "effigy mounds" of Wisconsin and adjacent states, constructed in the images of birds, animals, reptiles, and the human form; the great conical burial mounds of the Ohio Valley, some of them upwards of seventy feet in height and containing thousands of cubic yards of earth; the imposing "flat-topped" mounds of the lower Mississippi Valley which, in the late flood, were in many localities the only refuge of human beings and domestic and wild animals, from the ravages of the Father of Waters; the surprising "geometric enclosures" of the Ohio region, in which huge earthen walls, enclosing hundreds of acres, are constructed in the form of circles, squares, octagons, and other geometric figures. The Great Serpent Mound and the colossus of the Mound-builders—Fort Ancient, the largest prehistoric earthen fortification in the world—are included in the itinerary of this unique tour.

Further, the reader becomes a member of the

exploration party and participates in the examination of the mounds. He sees the cultural secrets revealed, as the blanket of earth is removed, and the dead with their belongings are uncovered. There are cremated burials, reminding us that cremation, after all, is nothing new. Even the basins in which the bodies were incinerated are exposed. Again, burials are enclosed in huge urns or pottery vessels of burnt clay.

There are burials, which, from their very nature, bespeak royal estate, deposited with barbaric splendor; burials smothered in ornaments and implements of copper, silver, shell, pottery, and pearls; group burials obviously comprising the remains of father, mother, and children; fantastic burials, in which the skulls are equipped with imitation noses made of copper; pathetic burials, evidencing the self-same human traits that predominate today, as that of a mother and child, the latter accompanied by miniature ornaments and utensils "just like mother's", except that they are smaller.

The reader is surprised and delighted with the illustrations and descriptions of artistic pottery



Pipes That Are Works of Art

These are four of upwards of two hundred similar tobacco pipes constituting a ceremonial or sacrificial offering in the Tremper Mound, Scioto County, Ohio. They represent the hawk, or eagle; the dog, the only domestic animal of the Mound-builders; the raccoon; and the quail, or Bob-White. Scale 2/3.

beautiful in form and decoration; the amazing personal ornaments, forerunners of our jewelry of today; with the incredible art as evidenced in realistic and conventional designs, executed in copper, shell, bone, and stone; and with the elaborate tobacco pipes, carved to resemble birds, animals and humans, and serving to remind us that tobacco, like maize and other American products, is a gift to the world from the "First Americans."

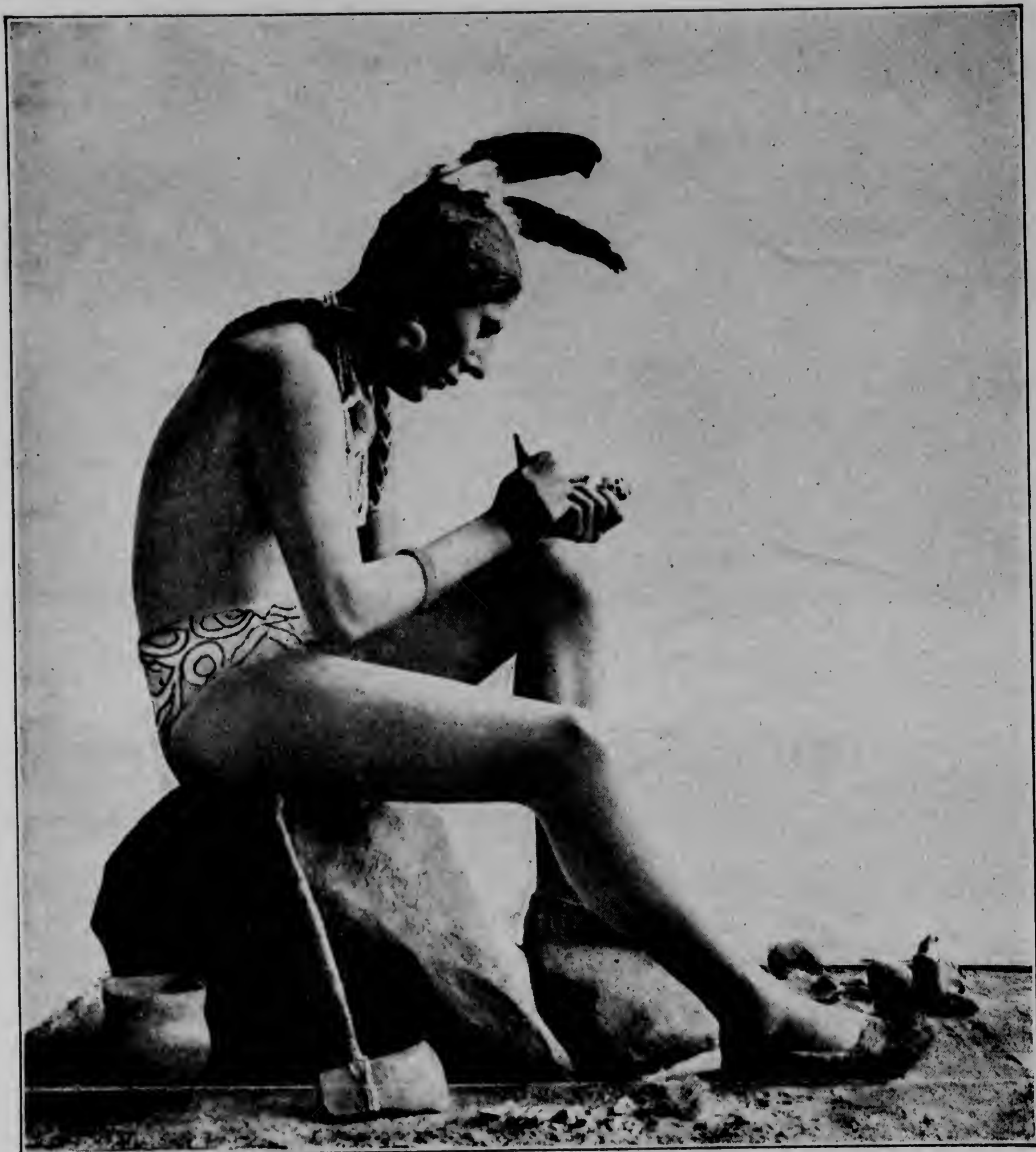
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- XIX. The Peninsular Area
- XX. Summary and Conclusions
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The Mound-builder

This life-size figure, executed for the Ohio State Museum, is the first known attempt to portray scientifically the builders of the ancient mounds as they appeared in life. It is reproduced in colors in Shetrone's "The Mound-builders." The sculptor, Erwin F. Frey, effected the restoration by using an actual skeleton from a Hopewell-culture mound of Ohio and employing the scheme of anatomical measurements evolved by Dr. J. H. McGregor of Columbia University. The facial features, as the nose and lips, not being determinable by such methods were posed by a full-blood Indian of the Pawnee nation. Ornaments, implements, and wearing apparel for the most part are replicas of actual specimens found with mound burials. The figure, intended to represent "The Prehistoric Sculptor," is shown in the act of fashioning with a flint implement a human-effigy tobacco pipe, of stone, itself a replica of an actual mound specimen.



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Piutes : According to Powell, 1873

Long val trail to Council⁽⁵⁰⁾ / 573-4

Un-ka-ka-mi-guts-top val

Un-ka'-pa Nu-kwents' - cedar

U'-ai-Nu-its - St George

Pin'-ti-ats

to be no moapa val

Pa-ru'-gums

Parawan

Shi'-vrits

Shivrits Plateau

Kai'-van-its

Kanah-

East of Colorado River

Kwai-an'-ti-knok-its

"Paiutes Indians"

Map lower California

So New + So Utah

Henry I. Simpson

Three weeks in the Salt Mines

1848

Read & Carded:

Report of J.W. Powell and G.W. Ingalls
[On Indians of Utah and Nevada and adjacent territory]
in Rept. Comm. Ind. Affrs. for 1873, 41-74, 1874
Tabular arrangement of tribes (pp. 50-52) under following
headings:

Pai-Utes of Utah

Pai-Utes of Northern Arizona

Pai-Utes of Southern Nevada

Pai-Utes of Southwest California

Utes of Utah

Pah-Vants of Utah

Go-si Utes of Utah

Go-si Utes of Nevada

Northwestern Shoshones of Southern Idaho

Western Shoshones of Nevada

} p. 50.

} p. 51.

} p. 52.

PI - UTES

(According to Powell, 1873)

In Utah

Kwi-um'-pus. . . Vicinity of Beaver.

Pa-ru'-guns. . . Vicinity of Parowan.

Un-ka'-pa-Nu-kuints'. . . Vicinity of Cedar.

Pa-spi'-kai-vats. . . Vicinity of Toquerville.

Un-ka-ka'-ni-guts. . . Long Valley.

Pa-gu-its. . . Pa-gu Lake.

Kai'-vav-wits. . . Vicinity of Kanab.

U'-au-Nu-ints. . . Vicinity of Saint George.

Northern Arizona

U-in-ká-rets. . . U-in-ka-ret Mountains.

Shi'-vwits. . . Shi-vwits Plateau.

Kwai-an'-ti-kwok-ets. . East of Colorado River.

In Southern Nevada

Sau-won'-ti-ats. . . Moapa Valley.

Mo-a-pa-ri'-ats. . . Moapa Valley.

Nau-wan'-a-tats. . . Moapa Valley.

Pin'-ti-ats. . . Moapa Valley.

Pa-room'-pai-ats. . . Moapa Valley.

I'-chu-ar'-rum-pats. . . Moapa Valley.

U-tum'-pai-ats. . . Moapa Valley.

Pa-ran-i-guts. . . Paranigut Valley.

Southern Nevada(Continued)

Tsou-wa'-ra-its. . Meadow Valley.

Nu-a'-gun-tits. . . Las Vegas.

Pa-ga'-its. . . Vicinity of Colville.

Kwi-en'-go-mats. . . Indian Spring.

Mo-vwi'-ats. . . Cottonwood Island.

No-gwats. . . Vicinity of Potosi.

Pa-room-pats. . . Parnom Spring.

Tivatika. . . So. Nevada band (Hoffmann).

In Southeast California

Mo-quats. . . Kingston Mountain. Ordo River

Ho-kwaits. . . Vicinity of Ivanspaw.

Tim-pa-shau-wa-got-sits. . . Providence Mountain.

Kan-yai-chits. . . Ash Meadows.

Ya-gats. . . Armagosa.

PIUTE TRIBES OF UTAH AND NORTHERN ARIZONA (POWELL)

Northern Arizona:

U-in-ka'-rets	Uinkaret Mts.
Shi'-vwits	Shivwits Plateau
Kwai-an'-ti-kwok-ets	East of Colorado River

Utah:

Kwi-um'-pus	Vicinity of Beaver
Pa-ru'-guns	" Parawan
Un-ka'-pa Nu-kuints'	" Cedar
Pa-spi'-kai-vats	" Toquerville
Un-ka-ka'-ni-guts	Long Valley
Pa-gu'-its	Pa-gu Lake
Kai'-vav-wits	Vicinity of Kahab
U'-ai-Nu-ints	" Saint George

J.W.Powell in Report Commr. Indian Affairs for 1873,50, 1874.

On page 48 some of the tribal names are spelt differently:
(as two words) (apparently 2 combined)
These are: Un-ka-pa, Nu-kwints, Kai-vwav-nai Nu-ints.

Skulls

C. Hart Merriam
Papers
BANC MSS
80/18 c

SKULLS ARE HOBBY



R. B. Bernard is shown with 30 skulls of Indian chieftains, part of a collection of curios he has procured in 25 years of search up and down the Pacific Coast. Ten shrunk Indian heads are also included.—Tribune photo.

Oakland Man Has Strange Hobby—Collecting Skulls

R. B. Bernard, 211 Hanover Street, has a hobby. It is a most unusual hobby—that of collecting skulls. Not your skull or my skull, but the skulls and shrunken heads of Indians!

And one look at his collection explains the historical phrase, "Lo, the Poor Indian!"

A boyish desire to play Indian, inspired by a woven basket in the home of his grandmother at Virginia City, Nevada, has resulted in one of the most valuable collections of curios in America at the Bernard residence.

STARTED BY BASKET

Bernard, a wholesale fuel dealer, became interested in the North American Indian by the basket which his grandmother, the wife of Nevada's first governor, had purchased from the Indians in her native Virginia City. He became so interested, in fact, that he begged her to give it to him. She finally consented and then began a chain of events which has made Bernard known as one of the most authentic collectors of North American Indian curios in the land.

But, one might ask, what is the curio interest in a skull and shrunken head? There is high curio value, Bernard answers.

In his varied collection are 30 skulls, dug from grave-mounds in various sections of the Pacific Coast States. These are of utmost interest to Bernard's dentist friends and some of them show just what made the "wild man wild." Many dentists from the Eastbay have examined the dental features of the aborigines.

KNEW NO RELIEF

Bernard smiles as he exhibits skulls with abscessed teeth that knew no relief from modern dental methods.

Their pain must have been terrific," Bernard says as he shows as many as four teeth abscesses which had eaten their way into the jaw-bone as much as a quarter of an inch deep before death.

He became interested in the gruesome hobby while digging into the mounds for other curios which were always buried with tribal chieftains.

But perhaps the most interesting section of his collection are ten shrunken heads of Indians from tribes in Ecuador, South America. These once adorned the chests of their enemies, suspended from the neck by twine, plaited from the victim's hair.

SMUGGLED OUT

"The heads were smuggled out of Ecuador in violation of a law there which requires an embargo on those which leave the country for scientific purposes," Bernard said. "The embargo was clapped on when Government officials discovered the Indians learned of the world markets for the heads."

These Indians kill their enemies, cut off their heads close to the ears, crack the skull up the back to the top and lift off the face and scalp. The nostrils are then stuffed, the scalp and mouth sewn shut and then they are dropped into a boiling vat of vegetable oil," Bernard explained. "The 'cook' skims off the fatty substance which comes to the surface until the heads are shrunk to about four inches in circumference.

"The hair is not affected by the process and they are taken out, dried and worn as trophies, serving the same purpose as our medals."

A whole family—grandmother, her daughter and son-in-law, and their daughter and son—are among Bernard's collection. He also prizes the head of a high-caste Indian princess which he keeps under lock and key. Bernard, although he says he is yet a "bit squeamish" about the heads, handles them as though they were so many apples.

\$25,000 INSURANCE

He has collected for the past 25 years and his collection is insured for \$25,000. His wife is also interested in curios and aids him on his trips up and down the coast in his constant search for more trinkets.

Rare feather baskets, an elk-hide shield, trade beads, wampum, arrow-heads, clothing, head-dress, peace-pipes, etc. are seen on his shelves.

One of his shrunken heads is now on display at the Stockton Museum and many of the Bernard curios have been shown at the Smithsonian Institute Museum in Washington, D. C., and the Field Museum at Chicago.

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ANTHROPOLOGY

Find Biggest Head in America; Belonged to Brainy Alaskan

Distinction Formerly Belonging to Daniel Webster
Now Goes to Unknown Aleut With 2,005 CC. Skull

SCIENCE has discovered America's brainiest man.

He lived and died hundreds of years ago, and his immense skull has now come to light through archaeological digging in Alaska. Dr. Ales Hrdlicka of the Smithsonian Institution reports the discovery as a notable one from his expedition to the Aleutian Islands of Alaska, this summer.

America's greatest big-head, thus revealed as a man of the Aleutian Islands, had a skull shaped to hold a brain of fully 2,005 cubic centimeters. The average human has no more than 1,450 cubic centimeters of brain if he is a man. A woman averages less, about 1,250 to 1,300.

Dr. Hrdlicka compares this big-brained American to other notable brains on record. Daniel Webster is credited

with the largest normal head of all Americans within historic times. But his massive brain was smaller than the Aleut's, being about 2,000 cubic centimeters. Bismarck's brain is estimated to have been about 1,965; Beethoven's, 1,750. The Russian poet Turgenev, with a huge brain of 2,030 cubic centimeters, still holds the entire world record in this respect, though the American discovery comes close.

Normal

The new-found American skull, only a trifle smaller than Turgenev's, is pronounced entirely normal by Dr. Hrdlicka. Examination convinces the anthropologist that the man who carried the massive head on his shoulders was no sufferer from any such head-deforming malady as water on the brain, or the thickened bones of gigantism. He was not a person of great size or strength, judging by the moderate size of the bones for muscle attachments. He was, it is believed, a brainy man in intelligence as well as in sheer quantity of brain matter.

There is a rough but definite correlation between brain size and intelligence in normal human beings, Dr. Hrdlicka explains. Brain size, he points out, is the most essential physical difference between man and beast.

AMERICAN HEAD SIZES

The largest normal American skull, found in the Aleutian Islands, is shown at the right. It has a brain capacity of 2,005 cubic centimeters. The smallest known skull of any normal American, left, belonged to a prehistoric Peruvian Indian, and had only 910 cubic centimeters capacity. Compared with these extremes is the average sized skull in the center, with about 1,400 cubic centimeters capacity.

In the National Museum's rare scientific collection of 16,000 skulls, the largest such collection in the world, the smallest normal adult skull of a human being is capable of holding no more than 910 cubic centimeters of brain. This is close to the edge of the gulf separating man from ape, so far as brain size is concerned.

Science News Letter, October 17, 1936

MEDICINE

Migraine Relief Reported From Alkaloid Drug

MANY persons with migraine, or "sick headache," may find quick relief in a drug known as ergotamine tartrate, reports Dr. Mary E. O'Sullivan of Bellevue Hospital, New York City.

Dr. O'Sullivan has by this treatment saved 89 migraine patients from "39,000 hours of suffering in the last two years," she tells physicians (*Journal, American Medical Association*, Oct. 10).

The alkaloid, ergotamine tartrate, is not a cure for migraine, the woman physician emphasizes, but it has brought relief to all but eight out of 97 patients who have been treated. It completely checked 1,042 headaches in the 89 patients discussed.

The drug is injected under the skin by the physician, or it may be taken, somewhat less dependably, in tablet form. It should not be taken except under a doctor's orders.

"Any disease that will incapacitate an adult, interfering with his work for a day or more from one to four times a month, is a definite economic liability," says Dr. O'Sullivan. She and others are at work on the cause of migraine under a grant from the Josiah Macy Foundation.

Science News Letter, October 17, 1936



Tattooing

Add to "Tattooing"

Karok, All the women have three broad tattoo bars on the chin, reaching up ~~to~~ over the lower lip and turning under the chin. In some cases the outer bar reaches up past the corner of the mouth halfway to the nose, ~~to~~ ~~the~~ The Redwood Creek women also on occasion show this kind of tattoo mark.

Karok men tattoo their arms to show their wealth. They make a transverse bar on the forearm for each string of 5 Rāsh-pook (the ⁵ dentulum shells), and a bar on the upper arm for each string of 10 Rāsh-pook. ^{at Orlean} I saw an old man called Sandy Bar Bob (~~whose Indian name is~~) who ~~has~~ has two series of cross bars on his left arm - one series on the forearm, the other on the upper arm - indicating the number & lengths of the strings of precious Rāsh-pook he formerly possessed.

Exam
Sept 1921

2.1.
(NER-ER-NER. TATTOOING)

The Ner'-er'-ner tattoo their chins in the same way as the Pelikla, in three broad vertical bands called Poich-ko.

The material used in tattooing is soot (carbon), obtained by burning pitchy wood under a rock and scraping off the deposit, which is pricked into the skin.

The outer chin stripe sometimes is extended above the corner of the mouth, and all three stripes reach^{up} onto the red surface of the lip. ~~-----~~

~~CHOO-HIL-MEM-SIL~~ TATOOING

The soot used for tattooing is called Tö-che shoo-dook. It is made by burning pitch under a stone, on which the soot is deposited. In tattooing, the skin is cut till it bleeds, then the soot is rubbed in.

Tattooing in zigzag markings is called Duk-ko'-duk-ko'; chin tattooing, Wah-ken'.

Sometimes these zigzag markings are tattooed on the chest, and in some cases a sugar pine tree (Soo'-moo or Shoo'-moo) is tattooed on the chest -- the trunk along the median line, the branches outspreading.

TATTOOING AMONG THE TAKELMA

Edward Sapir, in ^{his} Notes on the Takelma
Indians of Southwestern Oregon, says:

"Perhaps the most striking ornamental device used by the Takelma was tattooing with needle and charcoal. Boys did not tattoo, but for girls it was considered proper to have three downward stripes tattooed on the chin--one in the middle and one on each side -- as well as to tattoo the arms; in fact, girls who were not tattooed were apt to be derided as "boys." The tattooing of the men was rarely facial, but was generally confined to a series of marks on the left arm, reaching from the elbow to the shoulder."

Am. Anthropologist, Vol. 9, No. 2, p. 264,
1907.

TATTOOING

Tattooing and body painting were practiced by both sexes among the Algonquian Indians of Virginia and northeastern North Carolina.¹

A yellow body color, he states, was derived from the yellow puccoon or golden seal (Hydrastis canadensis). He mentions also the use of a mineral resembling antimony which caused the men painted with it to look like "Blackmoores dusted all over with silver." (p. 67.)

¹See Willoughby, Am. Anthropologist, Vol. 9, pp. 65-67, 1907.

TATTOOING AMONG THE PLAINS CREE

Allison Skinner, in 'Notes on the
Plains Cree', describes and figures body & face
tattooing^(both cases of) practiced by this tribe, & mentions
the torture^{endured by the victim.}

Am. Anthropologist, Vol. 16, pp. 76-77,
1914.

(Copy in our files)

T A T T O O I N G

KIOWA & MANDAN:

J. Mooney: 17th Ann.Rept.Bur.Eth.for 1895-96:
p.159, 1898.

T A T T O O I N G

ESKIMOS, of Cumberland Sound & Davis Strait:

F. Boas: 6th Ann. Rept. Bur. Eth. for 1884-85, p. 561.

illus. 1888.

T A T T O O I N G

ESKIMO of POINT BARROW, ALASKA

John Murdoch: 9th Ann.Rept.Bur.Eth.for 1887-88:

138--140, illus. 1892.

T A T T O O I N G

SIOUAN (Belief in the importance of Tattooing).--

J.O.Dorsey: 11th Ann.Rept.Bur.Eth.for 1889-90:

p.486, 1894.

T A T T O O I N G

G. Mallery. [Tattooing among North Amer. Indians as a form of Pictography]-- 4th Ann.Rept.Bur.Eth.for 1882-83: C5, 183, pp.63-~~75~~, illus. 1886.

Includes brief mention of Klamaths, Modocs; & Karol, Hupâ, Patawât, Kastel Pomo, & Wintûns of California (after Powers). Also Twana, Hidatsa, Eskimo, Kadiak, Kuskokwim, Chippewyans, & Kutchin (after Bancroft).

----- Same, revised and extended: 10th Ann.Rept.for 1888-89: pp.391--419, pls.xxiv-xxv, illus. 1893.

in addition to above,

Includes brief mention of Greenland Innuït (after Holm); ~~Eskimo, Kadiak, Kuskokwim (after Bancroft)~~; Esquimaux woman (after Gilder); Florida Indians, 1564 (after Hakluyt); Virginia Indians (after Smith & Hariot); Hurons (after Sagard); Neuter Nation & Iroquois (after Jesuit Relations); Texas Indians (after Joutel); Iroquois (after Bacqueville de la Potherie); Osages (after Bossu); Chickasas (after Adair); Slave & Dog Rib Indians (after Mackenzie); Omahas (after Long); Dakotas (after Dorsey); Ojibwas; Wichita; Kalowa; Sixtown Choctaws; Eskimo of Point Barrow (after Murdoch); Haidi (after Hoffman); and extra-limital peoples.

T A T T O O I N G

HAIDA INDIANS, of Queen Charlotte Islands, B.C.
& Prince of Wales Archipelago, Alaska.

J.G.Swan: 4th Ann.Rept.Bur.Eth.for 1882-83:

pp.66--73, illus. 1886.

----- Same, much condensed: 10th Ann.Rept.for

1888-89, pp.402-405, illus. 1893.

T A T T O O I N G

ESKIMO of POINT BARROW, ALASKA

John Lurdoch: 9th Ann.Rept.Bur.Eth.for 1887-88:

138--140, illus. 1892.

Tattoo

Powers says the females of the Karok Indians tattoo in blue, Three narrow fern leaves perpendicularly on the chin one falling from each corner of the mouth and one in the middle, For this purpose they are said to employ soot mingled with the juice of a certain plant.

Powers

Soot from pitch pine probably
and a sharp pointed bone
used L. P.

Talladega Ala

The Indians that once lived
near used the

Swamp maple for purple dye

Red oak for brown

Elder wood - boiled for blue -

White Wash

Oyster shells (broken) are used by the females along the Rio Pacos of New Mexico to make into a white wash with which they cover their faces before going to dances to make themselves more white

G. Palmer

carbonate of Iron
used by the Diejeno
Indians of Southern
California to paint
boath their faces
and their pottery

E. P.

is be found in soap

Tattooing

The Indians of these districts tattooed themselves with an ink made of ground charcoal and very likely the juices of certain plants, as well as probably with the ink of fish, such as various species of squid or jelly fish. The tattooing in this manner prevails among the Mohave and the San Joaquin

tribes (both of the plains and the Sierra Nevada), and as it is always understood, among all the tribes of the Sacramento; indeed, there seems little doubt that it invariably prevailed among all the clans and nations of both the Californias. Another of their invariable arts and utensils was the use of arrow tips or heads made of flint, quartz, jasper, obsidian or volcanic glass, and such like substances. For utensils of domestic use, the bowls, mats, bottles, pans, baskets, etc., excellently made of grass, palm-leaves, bullrushes, bark of trees, and such like materials. These among the different tribes were of all shapes and sizes. The *rush canoe* seems to have been also of nearly universal use, and also that of burying or of burning their dead. The infinitude of dialects or languages was confounding and extraordinary, and noted by *all* the Spanish explorers and missionary fathers, from 1535 to 1833, and by the Americans and other strangers down to 1860. This fact has been noted as also universally the case throughout Mexico and Central America, the old Oregon territory and New Mexico, from the times of the Conquistadores to the present. The use of grass seeds, acorns, etc., for food, after being roasted, pounded and made into a porridge, mush or *atole*, also seems to have been universal. The practice of cutting the hair square over the forehead, from ear to ear, and the use of the hot air, Estufa, or Temescal, baths, are also universal in tribes, both the Californias, old Oregon, Utah and New Mexico, Sonora and in most parts of Mexico, and is found by American physicians to be a most invaluable remedy, though administered in a different shape. The cutting of the front hair does not extend to but few ocean tribes of the old Oregon.

A. S. Taylor in Calif. Farmer - 1860

April-June, 1907.

Thomas Wilson in his paper on "The Swastika," published in the Report of the National Museum for 1894 (p. 881), and by Hjalmar Stolpe in "Nordamerikansk Ornamentik" (p. 25). The only original illustration of rattlesnake gorget in a later publication, so far as I have been able to ascertain, is that appearing as figure 52 of Warren K. Moorehead's Bulletin III of Phillips Academy, Andover, Mass., 1906.

The specimens here shown (plate xxviii) were both found in 1880 in a mound at the junction of French Broad and Little Pigeon rivers, 18 miles from Knoxville, eastern Tennessee. Mr Spang's notebook contains no other information concerning them. Both are well preserved and highly polished.

C. V. HARTMAN



FIG. 32—"One of the Wyves of Wyn-gyno," showing tattooing.

The Virginia Indians.—In an article entitled "The Virginia Indians in the Seventeenth century" (*American Anthropologist*, Jan.—Mar., 1907, p. 57) Mr C. C. Willoughby reproduces drawings of several of the original water-color sketches made by White in 1585 and which are now in the British Museum. One is that bearing the inscription, "One of the Wyves of Wyngyno," which was engraved and used by De Bry as the sixth plate in Hariot's *Virginia*, where it is styled "A younge gentill woeman daughter of Secota."

Referring to this drawing, Mr Willoughby writes: "Tattooing is shown upon the arms and legs only."

This is not correct. The illustration accompanying this note is reproduced from a photograph of the original sketch and tattooing is clearly shown on the face. There are two lines of dots across each cheek, three vertical lines on the chin, and a triangular design in the center of the forehead. A band of some sort crosses the forehead; it probably encircled the head.

A photograph of the entire sketch was reproduced by the writer in the *Journal of the Anthropological Institute*, vol. xxxvi, pl. xvii, London, 1906.

D. I. BUSHNELL, JR.

Polyporus officinalis
20851 + 1286
Paint.

Polyporus officinalis, a fungus which yields a reddish coloring matter which at one time was much used by Indians to paint their faces. Now vermilion is so cheap that it has to a great extent superseded this.

Fungus from *abies mnestina* yields
a red paint. made by roasting the
hemlock fungus
Fungus called. *hydnum*.

Number. 1286 was collected by Lt.
Fulger, Ft. Crook, Cal

Indians Southern California. Tattooing -

The most usual method was to prick the flesh with a thorn of the cactus plant; charcoal, produced from the Inaguey, was then rubbed into the wounds, and an ineffaceable blue was the result.

(Robinson's Life in Cal. P. 240.)
(Farnam's Life in Cal. P. 134)
(Bryant's Voyages in Cal. P. 229)

Indians Southern California.
Tattooing of Girls.

According to Father Bos-
cano, the girls are tattooed,
in infancy, on the face, breast
and arms. (E Palmer)

T A T T O O I N G

Method

Brief description of the tattooing on the lower Eel River,
by Gibbs, in Schoolcraft, Indian Tribes, III, 127, 1853.

Tattooing among the Klamath Indians.--Gibbs, Ibid 142, 175.

Brief reference to tattooing among Indians of Oregon and
California, by Emmons, Ibid 220.

TATTOOING.

"SOUTHERN CALIFORNIANS" (south of 35th parallel, excluding SHOSHONE family).

According to Father Boscana the girls are tattooed in infancy on the face, breast, and arms. The most usual method was to prick the flesh with a thorn of the cactus-plant; charcoal, produced from the mescal, was then rubbed into the wounds, and an ineffaceable blue was the result.

--Bancroft, Nat. Races of Pac, States, I, 404, 1874.

NORTHERN CALIFORNIANS: Klamath family (see pp. 326-7)

--Ibid, 332-333.

CENTRAL CALIFORNIANS (see pp. 362-363 for tribes)

--Ibid, 369-370.

In writing of the California Indians Adam Johnston says:

"The custom of tattooing is also common among them . . . I have never observed any particular figures or designs upon their persons; but the tattooing is generally on the chin, though sometimes on the wrist and arm. Tattooing has mostly been on the persons of females, and seems to be esteemed as an ornament, not apparently indicating rank or condition."

--Adam Johnston, in Schoolcraft, Indian Tribes, IV, 223, 1854.

T A T T O O I N G (we'-yot)

WE'-YOT, OF LOWER
EEL RIVER, CALIF.

Gibbs, in his journal Sept. 9, 1851, in writing of the Indians on lower Eel River, says: "Both sexes tattoo: the men on their arms and breasts; the women from inside the under lip down to and beneath the chin. The extent of this disfigurement indicates to a certain extent, the age and condition of the person, whether married or single."

--Gibbs, in Schoolcraft, Indian Tribes, III, 127, 1853.

T A T T O O I N G

Method used by the Mohaves.--Stratton, Captivity of the
Oatman Girls, 182-183, 1859 (see frontispiece also).

TATTOOING

INDIANS AT SAN FRANCISCO

Langsdorff describes the tattooing used by the Indians in the vicinity of San Francisco which he visited in 1806.

"Tattooing is also used, but principally among the women. Some have only a double or triple line from each corner of the mouth down to the chin; others have besides a cross stripe extending from one of these stripes to the other; and most have simple long and cross stripes from the chin over the neck down to the breast, and upon the shoulders."

— G.H.von Langsdorff: *Voyages and Travels in Various Parts of the World in 1803-1807*, Part II, 167, London 1814.

Female face tattoos



a



b

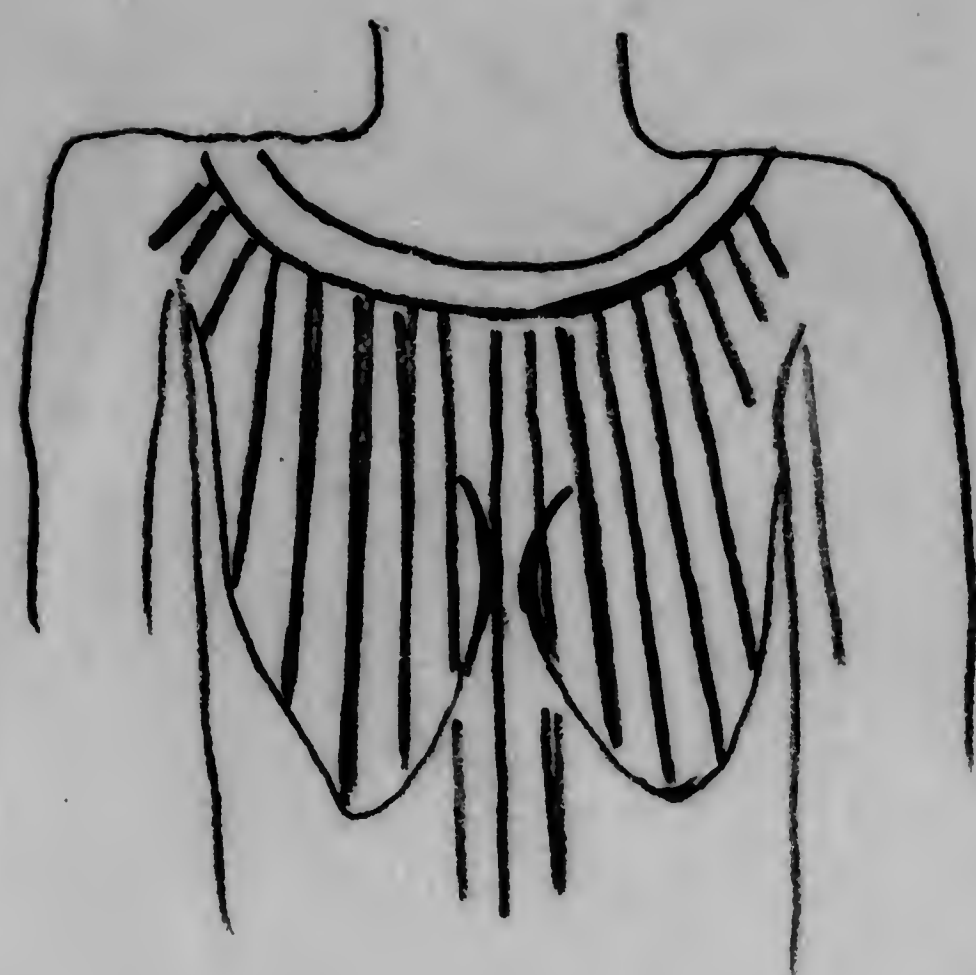


c



d

- a. Panamint Shoshone
- b. Washoo
- c. Yokotch, Fresno R.
- d. Chuk-chancy at Picayune



Chuk-chancy, near Fresno Flat

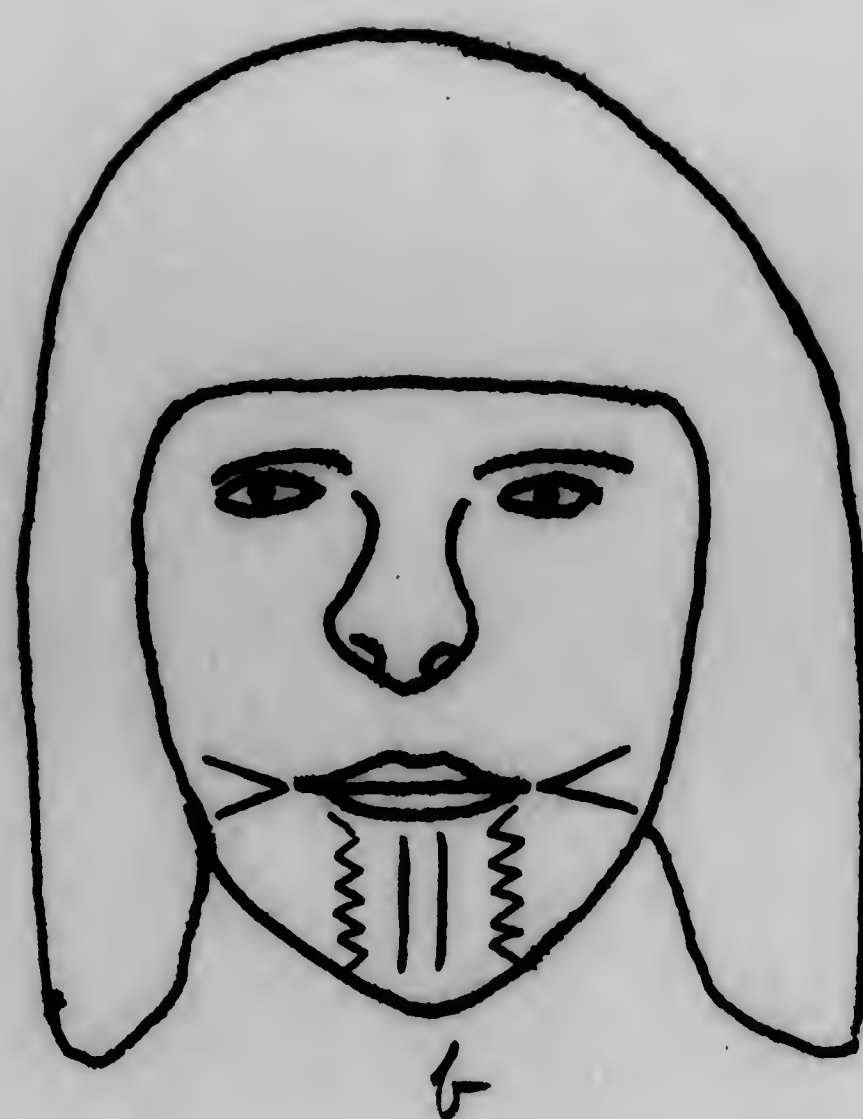


Shaste

Female face tattoos



a



b



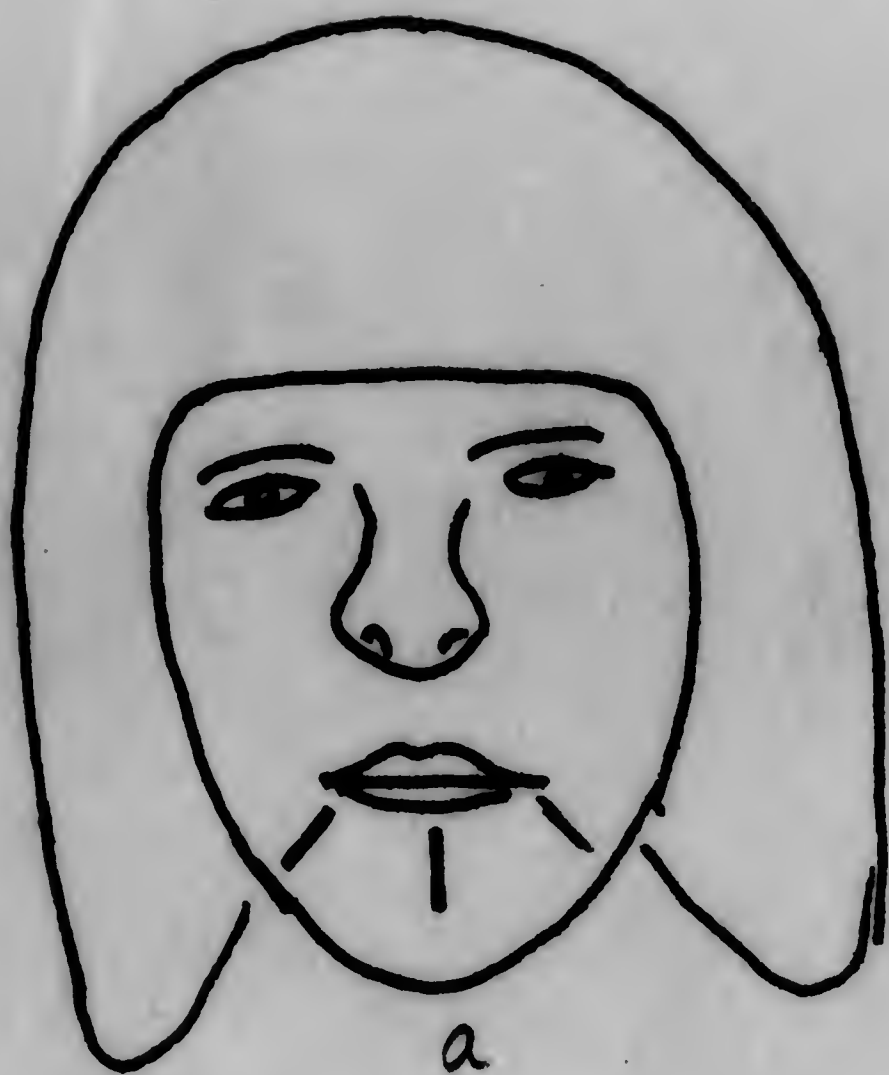
c



d

- a. No-to-koi-yo Midoo, Lake Almanor.
- b. Ta-bah-ta, Anderson Valley (Pomo)
- c. Chowchilla Mew-wuk
- d. Hoo-koo-e-ko, Phelan Valley, Putah Creek

Female face tattoos



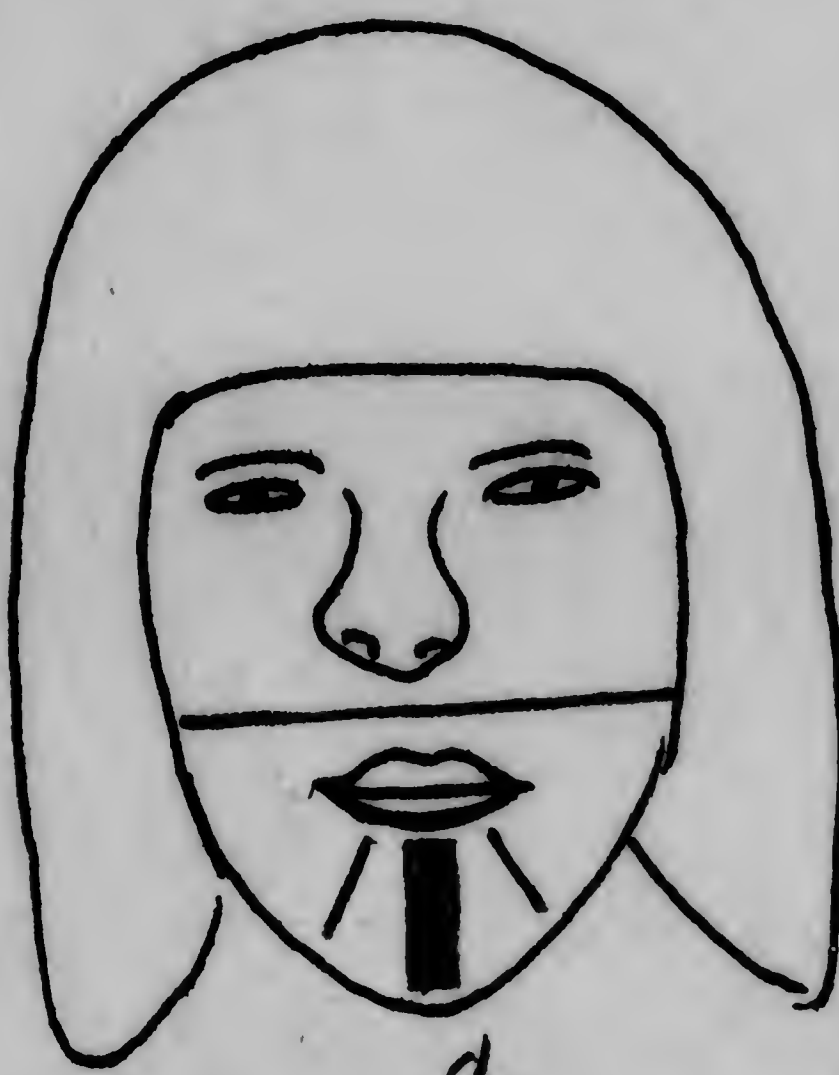
a



b



c



d

- a. No-to-mus-se (Nis-se-nan)
- b. Bo-yah
- c. Katch'-ah-we'-chum-mi
- d. Me-tum'-wah



a



b



c



d

- a. Washoe men
- b. Washoe women
- c. Karok women
- d. Wintoon, Baird Hatchery

caps (Tattooing and Body Painting

a special

Dr. Merriam appears to have had ~~some~~ [^] interest in recording body painting and tattooing; perhaps because these were visible aspects of culture which might be plotted on distribution maps. ✓

✓ For additional published information on face tattooing see A. L. Kroeber, Handbook of the Indians of California, 1925 (figs. 45, 46); J. Powers, Tribes of California, 1977 (figs. 10 - 18); E. Sapir, "Hupa Tattooing," in Essays in Anthropology in Honor of Alfred L. Kroeber, 1936 (pp. 273-277).

Most of what has been found on this subject in checking through the materials has been extracted and is presented here under tribal headings (Ed).

Panamint Shoshone. Most of the women tattoo their faces and some of the young ones paint their cheeks red. One had a cross on each cheek. Several had interrupted dots in a vertical row on the chin. One freshly painted squaw had brilliant red cheeks with a zigzag across each cheek, and a double zigzag running out from each angle of the mouth--the upper line red, the lower black. The chin had a vertical row of large black dots, on each side of which was a vertical red band, all of which is indicated in the diagram (fig.). Several of the women have three black lines under the chin. (Recorded at Keeler ~~County~~, October 18, 1902)

Choo-e-nim-ne. Old women used to tattoo chin and body. At the Choenimne camp on Kings River saw an old woman who was tattooed all over her chest and breasts and also on her cheeks and chin. (Recorded at mouth of Mill Creek, Kings River, October 23, 1903.)

Chowchilla Mew-wah. Sometime tattoo girls on the chest, around the breasts and on the arms, as well as on the chin. (Information from the Yosemite Mew-wah, October, 1910.)

Yo-kotch. Double lines running slightly down from corners of mouth; two lines vertically below mouth to chin. Wrist tattooed with three parallel zigzag lines running parallel to line of arm and bounded by encircling lines. Zigzag about 3.5 inches long. (Observed at Savage Monument on Fresno River on an old woman, October 15, 1905, who says she is the last survivor of her tribe.)

No-to-mus-se (subtribe of Nis-se-nan). Both sexes used to paint the face with red, black and white when dancing. Face tattooing is called bo'-no-pe; body tattooing is called ya'-lis. Only the women tattoo the body. An old woman had three lines below mouth (see illustration). (Recorded at Kah-de-mah village on north bank of American River about 9 miles above its mouth.)

Bo'-yah. The Bo-yah of the California Coast ^{who live in the area} from Navarro Ridge to Gualala River call tattooing ah'-che. The men tattoo across the chest on one or both sides. The women tattoo the chin with from one to three vertical stripes, and usually also with a line from each corner of the mouth running obliquely downward and outward. Women of the tribe did not originally tattoo their faces, according to the informant, but when the whitemen came into the country the mothers tattooed the faces of their daughters to make them repugnant to the whitemen who were in the habit of confiscating the girls. (Information from Stephen Parish living near Point Arena.)

Katch'-ah-we'-chum-mi. The daughter of chief Sebastian at Sebastapol has her face tattooed as shown in fig. .

Me-tum'-wah. Tattoo marks are called buh-she'. Both men and women tattooed their bodies across the breast. The women tattooed their faces in an unusual manner: a narrow bar ran horizontally across the face between the upper lip and nose, in addition to which

were three lines on the chin--a broad vertical median band with a narrow sloping line on each side. The material used for tattooing was burnt soaproot, called ahm-mah-sit' (from ahm, soaproot and mah-sit, charcoal).

Yekiah Pomo. The women tattooed their faces with three straight lines, one descending vertically from the middle of the lower lip to the chin, the two others running out diagonally from each angle of the mouth. These marks were called oo'-e-che'. There was no tattooing on the body or arms. The material used for tattooing was juice from green oak galls. After this juice was put in the scarified lines to produce the desired color, poison oak was rubbed in to make the cuts sore so that the markings would be more distinct.

Choo-hel'-mem-sel. The soot used for tattooing is called te-che-soo-dook. It is made by burning pitch under a stone, on which the soot is deposited. In tattooing, the skin is cut till it bleeds; then the soot is rubbed in. Tattooing in zigzag markings is called duk-ko'-duk-ko'; chin tattooing is called wah-ken. Sometimes these zigzag markings are tattooed on the chest, and in some cases a sugar pine tree (soo'-moo or shoo'-moo) is tattooed on the chest, the trunk of the tree along the median line of the body and the branches outspreading.

Poma. The Mah'-kah-mo chum'-mi of Cloverdale Valley on Russian River call tattooing cho'-te. They say that the men formerly tattooed their bodies across the chest and on the arms, and that the women had one or several vertical lines on the chin and one or two extending outward from the corners of the mouth. The material used in tattooing, instead of the usual soot from burnt stems of poison oak or other plants, was obtained by burning the pitch or resin, called kow-he, from pine or fir trees. It was pricked into the skin by means of a fine bone needle called tsah'-tsa-ma made from the foreleg of a squirrel.

Chuk-chancy. On September 22, 1902, on the way from Fresno Flat to Coarse Gold Gulch a visit was made at two camps of Chuk-chancy Indians. In one was a blind old man and three very old women. Two of the women were elaborately tattooed, and on payment of two bits each pulled off their shirts and showed me their body decorations. The simpler of the two consists of two broad rings low down on the neck or upper breast, from which broad straight lines run down between and over the breasts as shown in the illustration. All of the markings are broad, about one-half inch wide. After I had examined this one, the other antiquated relic of Chukchancy humanity pulled up her shirt and held out her hand for her money, which I promptly gave her. Her thoracic and abdominal decorations were most remarkable and complicated and far more elaborate than those of the other woman. There were numerous cross bands and rings and short vertical lines and circles and all sorts of things, but she would not let me make a diagram or take a photograph, so I could not record the wonderful things. They had a number of vertical and oblique tattoo lines under the chin and one had curious markings on her arms.

At the camp called Picayune, about five miles down the road, was an old woman whose face was tattooed with two vertical lines on the forehead over the nose, two vertical lines on the chin and one horizontal line on each cheek passing back from the mouth.

Shaste. During the last week in September 1919, I visited the old Shaste Chief, Bogus Tom, at his home on Deer Creek on the south side of Klamath canyon. His aged wife was present and was conspicuous at some distance because of a brilliant red ring on each cheek. This ring, which had been recently painted, was at least two inches in diameter and nearly half an inch ^{wide.} ~~thick.~~ It enclosed the cheek-bone (its upper edge reaching almost to the eye, while its lower border touched the ascending arm of the outer tattoo band just above the corner of the mouth).

This woman, like most of the old Shaste women, had her chin tattooed in three broad vertical bands--one median, and one lateral on each side^{de}. Each band is at least double the breadth of the interspace between the median and outer bands. All three are curved in over the under lip, and the outer pair are so broad that they extend out beyond the plane of the corners of the mouth, and send up above the corner^{er} of the mouth on each side a vertical projection about half an inch in length by a quarter of an inch in breadth.

On questioning the old chief as to the meaning of this brilliant scarlet ring, I was informed that it was for the purpose of attracting the attention of the Indians' god. He stated that when Indians were troubled or in distress and did not know what to do, the women painted a red ring on each cheek while the men painted the forehead white and the top of the head either white or red. The Indian god on seeing these conspicuous markings would come to the Indian and give him instructions as to what was best to be done.

In tattooing, fine cuts are made with the sharp edge of an arrow or flint blade. The act of cutting is called Mah-si'. The substance used to produce the blue-black color is made in an interesting manner: a small fire is made of grass and pine pitch, over which a stone is placed. Soot is deposited on the underside of the stone. This soot is scraped off and rubbed into the cuts. The tattoo-marks are called Keep'-tik.

Konomehoo. ^oCyote said that women should not look like men, and must therefore paint their chins. Konomehoo tattoos made by pricking the skin with a flint and rubbing in sweathouse soot mixed with bear grease.

Washoo. Both sexes tattoo their faces, but the women more than the men. The men usually have three vertical marks on the chin. The women tattoo the chin, cheeks and nose. There are three vertical straight lines on the chin, three lengthwise on the nose (a serious disfigurement) and a Y- or T-shaped mark on the middle of each cheek. Some happily omit the nose lines which are particularly horrid, being two or two and a half inches long.

Hoo-pah. A number of Hoopah women have their chins tattooed bluish black. This is a mark of pure blood as none of mixed origin are permitted to wear it. (Recorded at Hoopa, September 5, 1898).

Karok. In painting the face or body, the paints used were red (ah-saf'-foon), black (thun-toot'), and white (am-toop).

The women commonly tattooed the chin with three broad vertical bands similar to those of the Shaste. Such tattooing may be seen today on practically all women above middle age. It is called oo-soo'-kin-hit. Some of the men have cross bars tattooed on their arms to indicate their wealth in rash-pook, each bar representing not only a string of the precious Dentalium but also its exact length. Bars on the inner side of the forearm show the number and lengths of strings of five (5) measured from the hand; those on the inner side of the upper arm, strings of ten (10). At Orleans Bar I saw an old man with a number of these cross bars on both lower and upper arm. They were on the left arm. This arm tattooing is called trah-ah^{ch}-hoo thoo'-kin-hit (from ah'-trah^{ch}, arm, and thoo'-kin-hit, tattooing.)

In olden times some men had a small cross tattooed on the cheek.

Karok

All the women have three broad tattoo bars on the chin, reaching up over the lower lip and turning under the chin. In some cases the outer bar reaches up past the corner of the mouth halfway to the nose. The Redwood Creek women also on occasion show this kind of tattoo mark.

Karok men tattoo their arms to show their wealth. They make a transverse bar on the forearm for each string of 5 rāsh-pook (the 5 Dentalium shells), and a bar on the upper arm for each string of 10 rāsh-pook. At Orleans I saw an old man called Sandy Bar Bob who has two series of cross bars on his left arm—one series on the forearm, the other on the upper arm—indicating the number and lengths of the strings of precious rāsh-pook he possessed.

Ner'-er'-ner

The Ner'-er'-ner tattoo their chins in the same way as the Polik'la, in three broad vertical bands called Poi^{ch} ko. The material used in tattooing is soot (carbon), obtained by burning pitchy wood under a rock and scraping off the deposit, which is pricked into the skin.

The outer chin stripe sometimes is extended above the corner of the mouth, and all three stripes reach up on to the red surface of the lip.

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TATTOOING AND BODY PAINTING

Dr. Merriam appears to have had some interest in recording body painting and tattooing; perhaps because these were visible aspects of culture which might be plotted on distribution maps. ^{most of} What has been found ^{on this subject} in checking through the materials has been extracted and is presented here under tribal headings (Ed).

Panamint Shoshone.

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Old women used to tattoo chin and body. At the Choeninne camp on Kings River saw an old woman who was tattooed all over her chest and breasts and also on her cheeks and chin. (Recorded at mouth of Mill Creek, Kings River, October 23, 1903)

Chowchilla Mew-wah

Sometimes tattoo girls on the chest, around the breasts and ~~arms~~ on the arms as well as on the chin. Information from the

Yosemite Mew-wah, October, 1910.

✓ For additional published information on face tattooing see
A.L. Kroeber, Handbook of the Indians of California, 1925 (figs. 45, 46);
J. Powers, Tribes of California, 1877 (figs. 10-15); E. Sapir,
Hupa Tattooing, in Essays in Anthropology in Honor of Alfred L.
Kroeber, 1936 (pp. 273-277).

Yo-kotch

Double lines running slightly down from corners of mouth; two lines vertically below mouth to chin. Wrist tattooed with three parallel zigzag lines running parallel to line of arm and bounded by encircling lines. Zigzags about 3.5 inches long. (Observed at Savage Monument on Fresno River. on an old woman, October 15, 1905, who says she is the last survivor of her tribe). -
Notto-mus-se, subtribe of Nis-se-nan.

Both sexes used to paint the face with red, black and white when dancing. Face tattooing is called bo'-no-pe; body tattooing is called ya'-lis. Only the women tattoo the body. An old woman had three lines below mouth (see illustration). (Recorded at Kah'-de-mah village on north bank of American River about 9 miles above its mouth.)

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The Bo-yah of the California Coast from Navarro Ridge to Gualala River call tattooing ah'-che. The men tattoo across the chest on one or both sides. The women tattoo the chin with from one to three vertical stripes, and usually also with a line from each corner of the mouth running obliquely downward and outward. ~~Steph~~ Women of the tribe did not originally tattoo their faces, according to the informant, but when the whitemen came into the country the mothers tattooed the faces of their daughters to make them repugnant to the whitemen who were in the habit of confiscating the girls. (Information from ~~Steph~~ Stephen Parish living near Point Arena.)

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The daughter of Chief Sebastian at Sebastapol has her face tattooed as shown in fig.

Me-tum'-wah

Tattoo marks are called buh-she'. Both men and women tattooed their bodies across the breast. The women tattooed their faces in an unusual manner: a narrow bar ran horizontally across the face between the upper lip and nose, in addition to which ~~th~~³ were three lines on the chin-- a broad vertical median band with a narrow sloping line on each side. The material used for tattooing was burnt soaproot, called ahm'-mah-sit' (from ahm, soaproot and mah-sit', charcoal).

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Yokiah Pomo

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Butte



~~NOTES FROM THE SHASTE INDIANS~~

Head & Face Paintings

Shaste.

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5 [This woman, like most of the old Shaste women, had her chin tattooed in three broad vertical bands--one median, and one lateral on each side. Each band is at least double the breadth of the interspace between the median and outer bands. All three are curved in over the under lip, and the outer pair are so broad that they extend out beyond the plane of the corners of the mouth, and send up above the corner of the mouth on each side a vertical projection about half an inch in length by a quarter of an inch in breadth.

On questioning the old Chief as to the meaning of this brilliant scarlet ring, I was informed that it was for the purpose of attracting the attention of the Indians' god. He stated that when Indians were troubled or in distress and did not know what to do, the women painted a red ring on each cheek while the men painted the forehead white and the top of the head (~~occiput~~) either white or red. The Indian god on seeing these conspicuous markings

would come to the Indian and give him instructions as to what was best to be done.

Tattooing

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~~Konomehoo~~

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Coyote said that women should not look like men, and must therefore paint their chins. Konomehoo tattoos made by pricking the skin with a flint and rubbing in sweathouse soot mixed with bear grease.

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Both sexes tattoo their faces, but the women more than the men. The men usually have three vertical marks on the chin. The women tattoo the chin, cheeks and nose. There are three vertical straight lines on the chin, three lengthwise on the nose (~~as~~ a serious disfigurement) and a Y or T-shaped mark on the middle of each cheek. Some happily omit the nose lines which are particularly horrid, being two or two and a half inches long.

pick up
hamp. 3

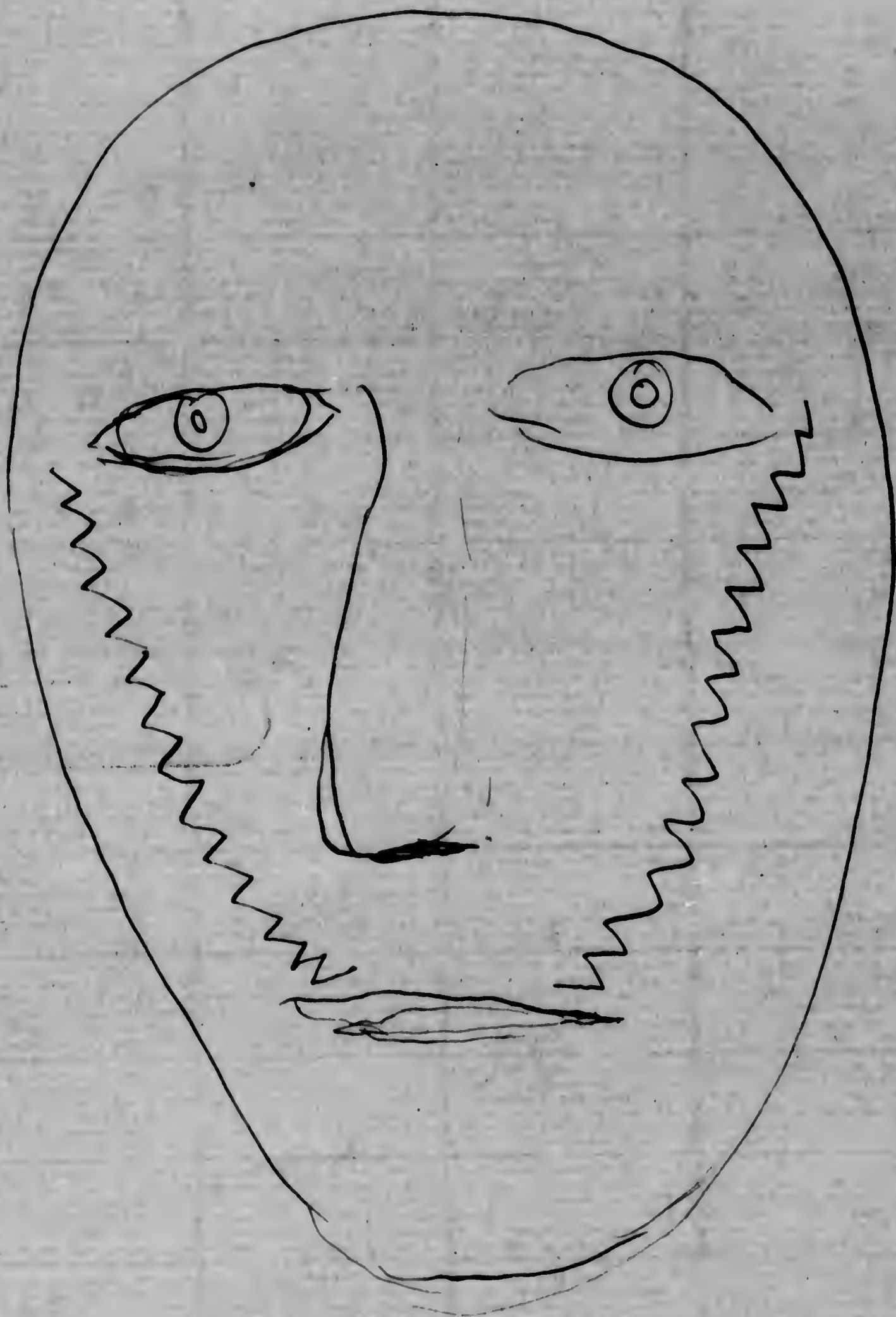
Karok.

~~Karok~~ In painting the face or body, the paints used were red (Ah-saf'-foon), black (Thun-toot'), and white (Am-toop).

~~Tattooing~~ The women commonly tattooed the chin with three broad vertical bands similar to those of the Shaste. Such tattooing may be seen today on practically all women above middle age. It is called Oo-soo'-kin-hīt. Some of the men have cross bars tattooed on their arms to indicate their wealth in rāsh-pook, each bar representing not only a ~~string~~ ^{string} of the precious Dentalium but also its exact length. Bars on the inner side of the forearm show the number and lengths of strings of five (5) measured from the hand; those on the inner side of the upper arm, strings of ten (10). At Orleans Bar I saw an old man with a number of these cross bars on both lower and upper arm. They were on the left arm. This arm tattooing is called Trah-ah^{ch}-hoo thoo'-kin-hīt (from Ah'-trah^{ch}, arm, and thoo'-kin-hīt, tattooing).

In olden times some men had a small cross tattooed on the cheek.

Rhulan Valley Putah Creek Hoo-koo-e



14 Salient angles on outer side of each
zigzag line from just over lip to
outer corner of eye.

Nothing on chin or cheeks
except ~~this~~

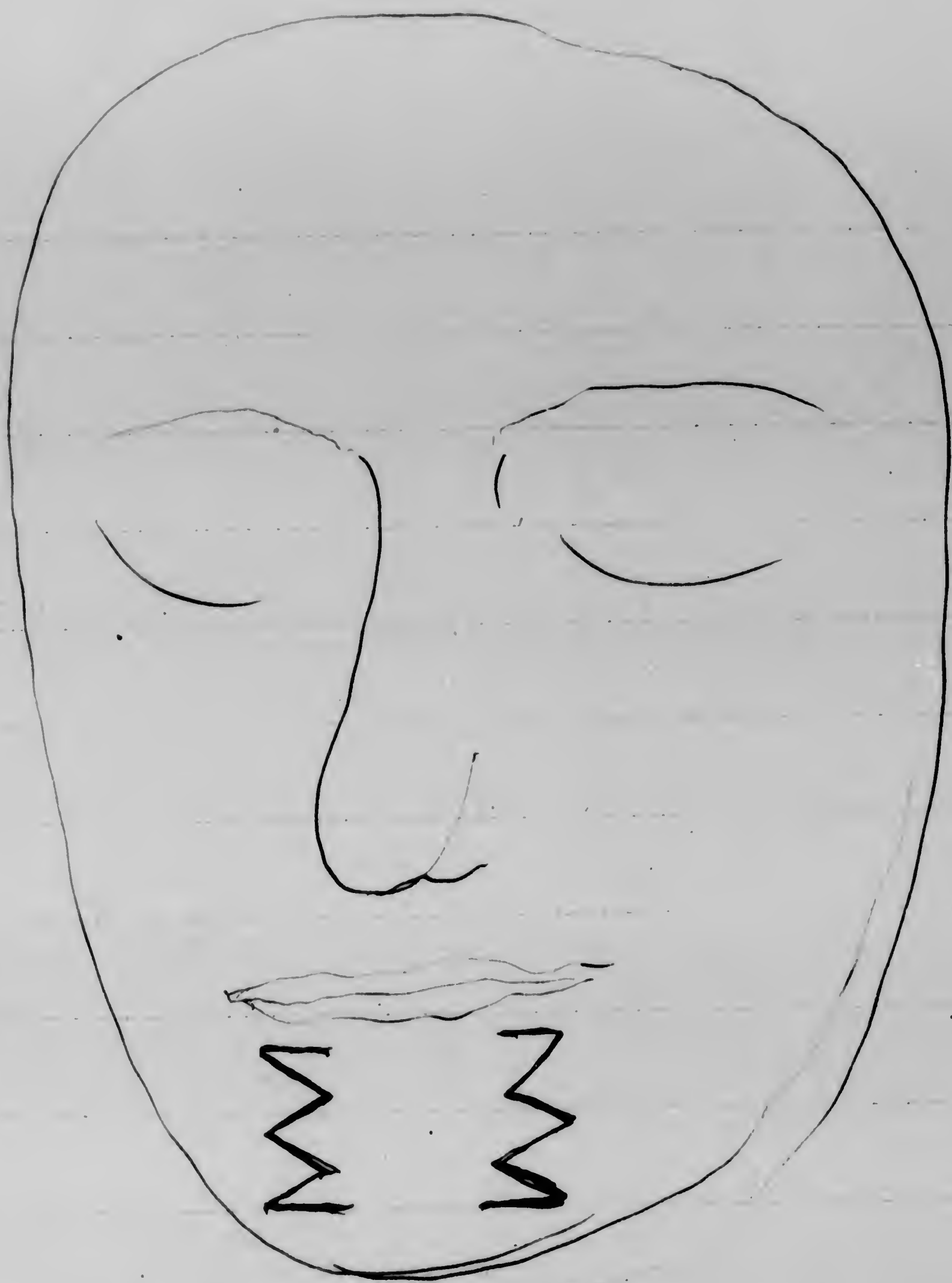
Oct. 25, 1905. am

Tattooing

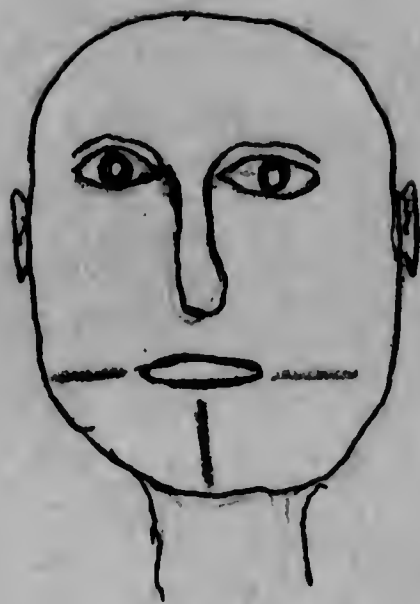
Tah'-bah-tā = Boonilla & Vallytāler

Anderson





Chomchilla Mewwuk



No-to-koi-ye Midoo ♀ ad.

Big meadows (now Lake Almanor)
Calif.

Face tattooing --- Wo-hot-pim.

Aug. 1925
cm



Chuk-chancy ♀

Wash-shoo



Nose 3 vertical

Cheek 2 horizontal

Chin 3 vertical.

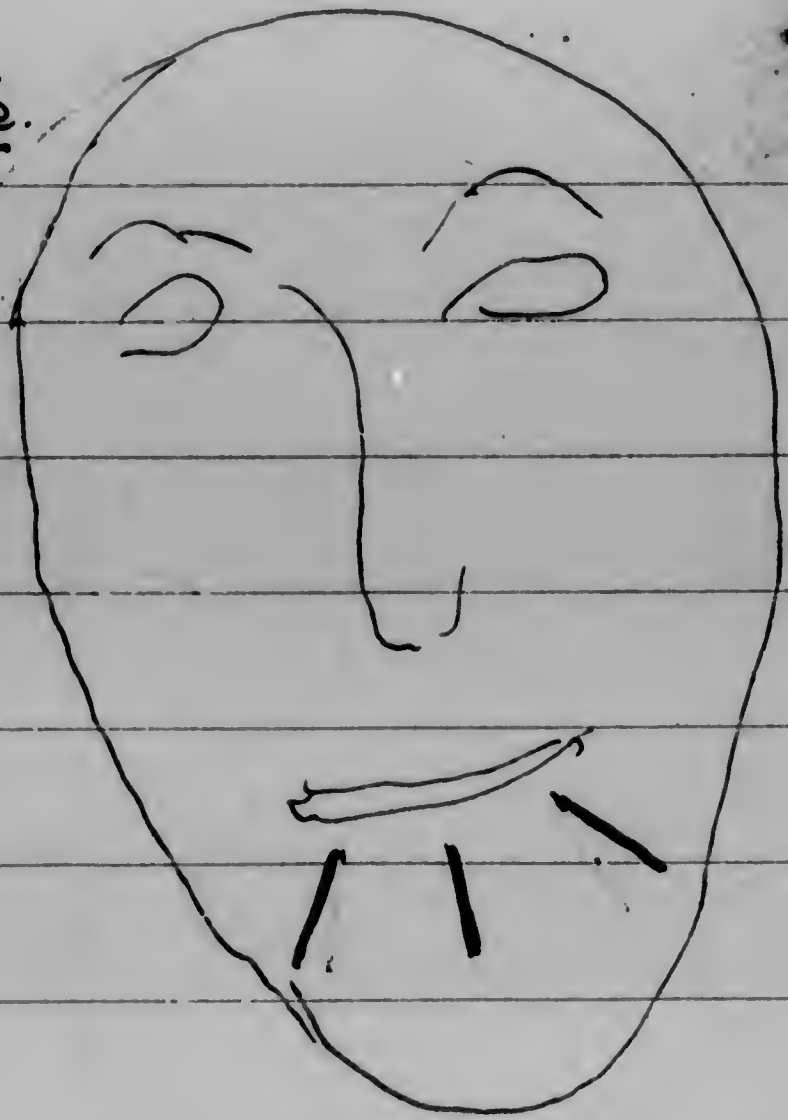
The No-to'-muc-se (subtribe of Nis'-se-non)
at Kah'-de-mah on north side American River
about 9 miles above its mouth tattoo face
& body.

Face tattooing they call Bo'-no-pe.

Body tattooing they call Ya'-lis.

The women only tattoo the body.

The old woman I worked
had 3 lines under chin
like this



Both sexes used to paint the face in
red, black, & white when dancing.

Fresno Creek Yokotch

~~at~~ kill above Savage monument on
NW side Fresno River.

Only 1 old woman, full blood, sole
survivor of her tribe (she says).

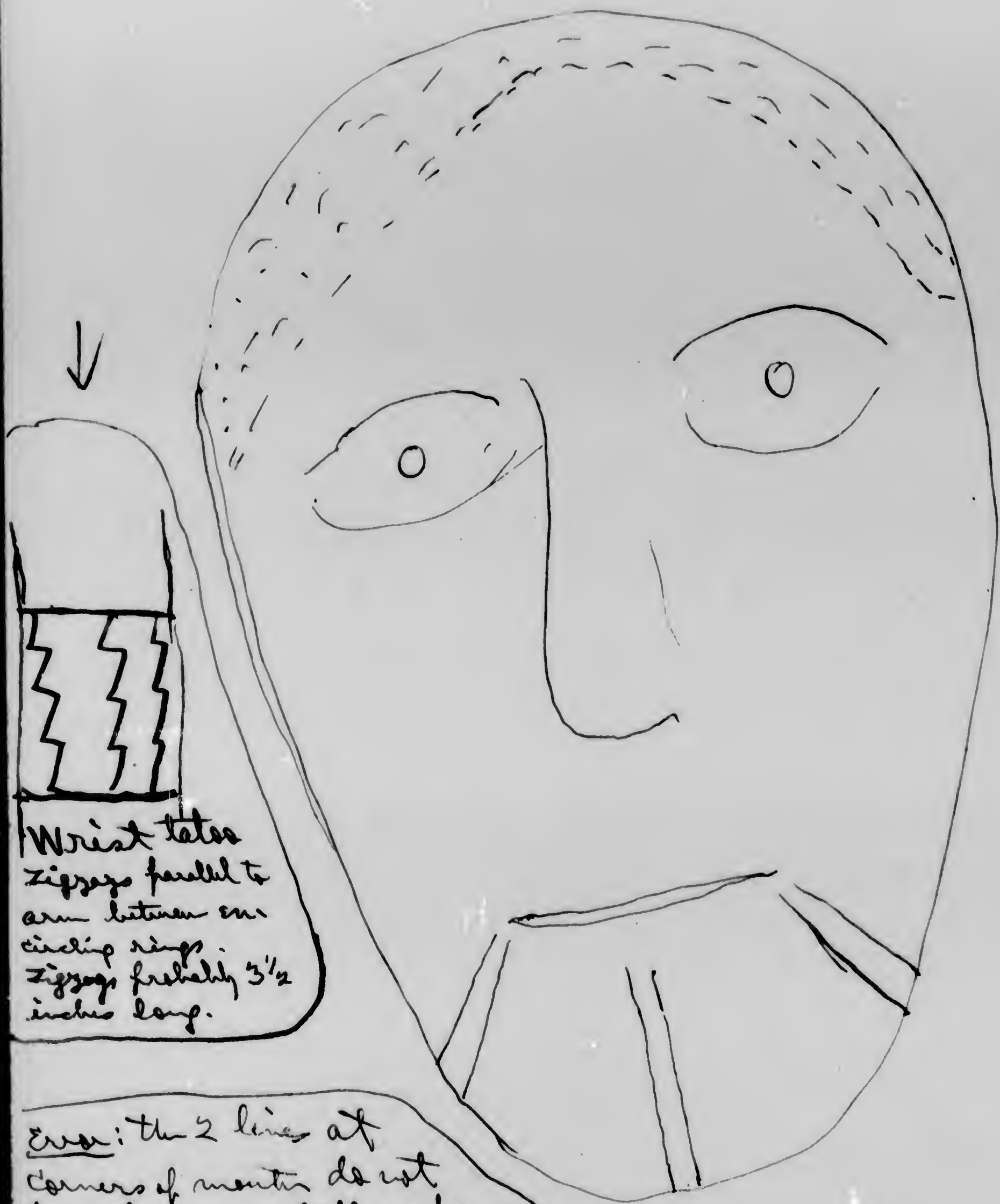
Her head rises ^{high} steeply from eyes
to parietals, as if compressed when young.
Forehead low on sides, the hair coming
down in even line from middle of
forehead (about $1\frac{1}{2}$ in. high) to within $\frac{1}{2}$ in.
of corners of eyes.

She has 2 tattooed ^{straight} lines on chin &
2 from each corner of mouth facing
obliquely downward & outward.

She has also a head band (about $3\frac{1}{2}$ in.)
on arm just above wrist, consisting of
vertical zigzags with an encircling ring at
each end (top & bottom).



Oct. 15, 1905. Cam.



Wrist tattoo
Zigzags parallel to
arm between two
circling rings.
Zigzags probably $3\frac{1}{2}$
inches long.

Error: the 2 lines at
corners of mouth do not
turn down so steeply as drawn.

Fresno River Yo-kotch' (at Savage monument)
old woman -

Tattooing file

Hoopah Valley

September 5, 1898

^{Merriam's}
~~Calif. Journal~~ 1898 vol. 2, page 149
Sept. 5, 1898.

A number of Hoopah women have their chins tattooed bluish black. This is a mark of pure blood as none of mixed origin are permitted to wear it. They are well-built, good-looking and intelligent.

Tattooing

Chowchilla mew'wah

Sometimes tattoo girls on the chest and arms and around her breasts, as well as on the chin.

Told me by Yosemite mew'wah Oct. 1910 - ~~same~~

Tattooing

Cho-e-mut'-ne tribe (Kings River at mouth Mill Creek)

old women used to tattoo chin & body.

Oct 23, 1903: At the Chōenim's camp on Kings River saw an old woman who was tattooed all over her chest & back & also on her cheeks & chin - ~~same~~

POMA TATOOING

The Mah'-kah-mo chum-mi of Cloverdale Valley on Russian River call tattooing 'cho'-te'. They tell me that the men formerly tattooed their bodies across the chest and on the arms, and that the women had one or several vertical lines on the chin and one or two extending outward from the corners of the mouth.

The material used in tattooing, instead of the usual soot from burnt stems of poison oak or other plants, ^{was} ~~is~~ obtained by burning ~~the~~ pitch or resin (called 'kow-he') from pine or fir trees. It ~~was~~ pricked into the skin by means of a fine bone needle, (called 'tsah'-tsä-ma') from the foreleg of a squirrel.

Tattooing.--The women tattooed their faces with 3 straight lines, one descending vertically from the middle of the lower lip to the chin; the 2 others running out diagonally from each angle of the mouth. These marks were called qo'-e-che. There was no tattooing on the body or arms. The material used for tattooing was juice from green oak galls. After this juice was put in the scarified lines to produce the desired color, poison oak was rubbed in to make the cuts sore so that the markings would be more distinct.

(Yokiah Pomo)

CHOO-HEL-MEM-SEL TATOOING

The soot used for tattooing is called Tě-che shoo-dook. It is made by burning pitch under a stone, on which the soot is deposited. In tattooing, the skin is cut til it bleeds, then the soot is rubbed in.

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Sometimes these zigzag markings are tattooed on the chest, and in some cases a sugar pine tree (Soo'-moo or Shoo'-moo) is tattooed on the chest -- the trunk along the median line, the branches outspreading.

TATTOOING

Tattoo marks are called Buh-she'.

Both men and women tattooed their bodies across the breast. The women tattooed their faces in an unusual manner: a narrow bar ran horizontally across the face between the upper lip and nose, in addition to which were 3 lines on the chin -- a broad vertical medium band with a narrow sloping line on each side.

The material used for tattooing was burnt soaproot, called Ahm'-mah-sit' (from Ahm, soaproot; and Mah-sit', charcoal).

Can

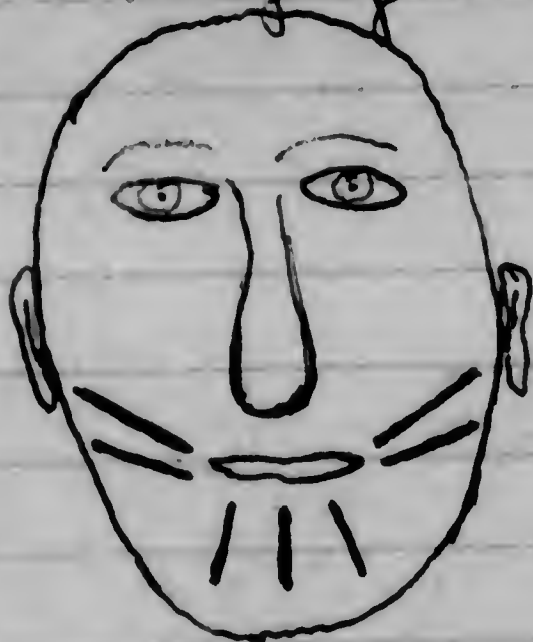
Katch'-ah-we'-chum-mi

Tattooing:

The daughter of Chief Sebastian at Sebastopol has her face tattooed as follows:

3 vertical heavy lines on chin (one median and one on each side).

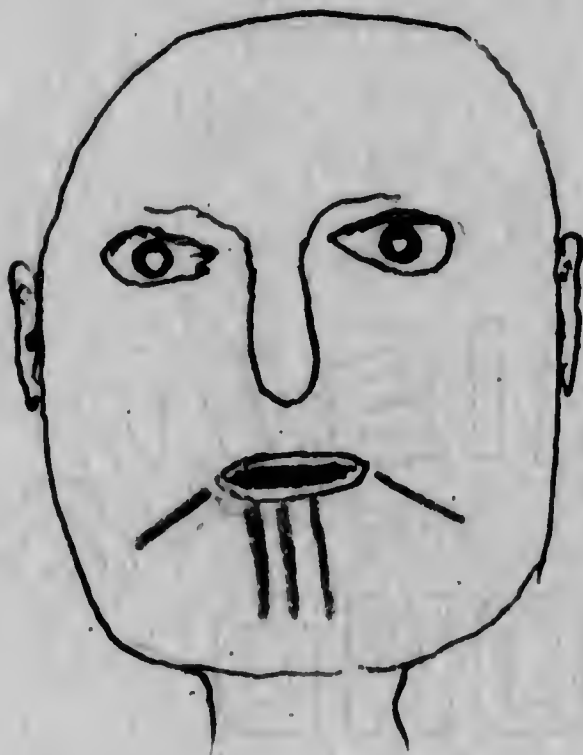
2 horizontal heavy straight lines on each cheek, running from corners of mouth to ear, beginning ^{at mouth} about $\frac{1}{2}$ inch apart & diverging slightly.



BO-YAH TATTOOING.

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Stephen Parish, a member of the tribe living near Point Arena, tells me that he has been told that the women of his tribe did not originally tattoo their faces but that when the whitemen came into the country the mothers tattooed the faces of their girls in order to make them repugnant to the whitemen, who were in the habit of confiscating the girls.



Thunderbird

C. Hart Merriam
Papers
BANC MSS
80/18 c

THE LEGEND OF THE THUNDERBIRD

By Edward Bracklin, Chippewa

The Red Man, 238, Feb. 1914.

THUNDERBIRD:

PICTOGRAPHS (Dakota, Haida, & Twana).--

G. Mallery: 4th Ann. Rept. Bur. Eth. for 1882-83: 188-190,
figs. 104-109. 1886.

T H U N D E R B I R D

SIOUAN MYTHS & BELIEFS

J.O.Dorsey: 11th Ann.Rept.Bur.Eth.for 1889-90, 1894.

Dakota beliefs as to Thunder-beings..... pp.441-2

Omaha & Ponca invocation of the Thunder-being
pp.381-2.

Kansa worship of Thunder-being..... p.385.
Winnebago

Iowa & Oto beliefs as to Thunder-beings... p.424.

Mandan Thunder lore..... p.508

Hidatsa " " p.517

THUNDERBIRD PICTOGRAPH

HAIDI TATTOO FOR EAGLE TOTEM (Queen Charlotte Islands, B.C.)

J.G.Swan: 4th Ann.Rept.Bur.Eth.for 1882-83: pp.69,72.

fig.26, 1886.

6666 Same: 10th Ann.Rept.for 1888-89: pp.402, 404,

fig.525, 1893.

T H U N D E R B I R D

OJIBWA, of Minnesota (Illus. on sacred chart):

W. J. Hoffman: 7th Ann. Rept. Bur. Eth. for 1885-86,

pp. 196, 203, 209, 210, 219, ~~220~~

230, 264, 284, 1891

THUNDERBIRD

SIQUAN INDIANS:

W J McGee: 15th Ann.Rept.Bur.Eth.for 1893-94:

pp.160, 183-5, 1897.

THUNDERBIRD

J. Mooney. [Myth and song of the thunderbird among various tribes, particularly the Cheyenne and Arapaho] — 14th Ann. Rept. Bur. Eth. for 1892-93.

Part 2: pp. 968-9, 976-8, 1896.

986

↑ Fig. 92,

THUNDERBIRD

MYTH

ESKIMO, BERING STRAIT

E.W.Nelson: 18th Ann.Rept.Bur.Eth.for 1896-97;

Part 1, pp.486-7, 1899 [publ.1901].

↑
445-6,

T H U N D E R B I R D

G.Mallery: 10th Ann.Rept.Bur.Eth.for 1888-89, 1893.
illus.

California: Pictographs (after Hoffman) from
Owens Valley Pl.vi(d), facing p.58.

Alaska: Kiatéxamut Innuít drawing resembling
Algonquian thunderbird p.704.

Dakotas: Types of thunderbird pp.483-485, 486.

Haida: Types of thunderbird & myths..... pp.479, 485.

" : Tattoo of thunderbird... pp.398-399; figs.518-519,
col.pl.xxiv facing p.401.

Moki: "Rain bird" & thunderbird..... p.488.

" : Lightning & thunderbird p.701.

Twana: Type of thunderbird p.485.

Micmac (Nova Scotia): Type of thunderbird..... p.487.

Venezuela Indians: Type of thunderbird..... p.487.

Ojibwas: Pictographic reminders of chant phrases,
with interpretation (after Hoffman,&c):
Pl.xvii(B), facing p.232; translation..p.235.
Pl.xviii(A) and translationp.237.
Pl. " (B), facing p.237; translation..p.239.

" : Types of thunderbird..... pp.487, 757-758.

THUNDER BIRD

J. Walter Fewkes, in his paper entitled 'Contribution to Passamaquoddy Folk Lore', gives a page to the origin of the Thunder Bird.

Journal Am. Folk-Lore, Vol. 3, No. 11,
pp. 265-266, December 1890.

(Copy in my Mythology file.)

THUNDERBIRD

DAKOTAS: "The deities upon which the most worship is bestowed, if, indeed, any particular one is nameable, are Tunkan (Inyan) the Stone God and Wakinyan, the Thunder Bird. The latter, as being the main god of war, receives constant worship and sacrifices; whilst the adoration of the former is an every-day affair."--J.W.Lynd. Religion of the Dakotas. In Collections of the Minnesota Historical Society. St.Paul; 1860. 3 vols. 8°. II, pt.2, pp.79,80." (Quoted by G.Mallery: 10th Ann.Rept.Bur.Eth.for 1888-89: p.32, 1893.)

THUNDER BIRD OF THE MANDAN

"The Mandan believe that thunder is produced by the wings of a gigantic bird. When the bird flies softly, as is usually the case, he is not heard; but when he flaps his wings violently, he occasions a roaring noise. This bird is said to have two toes on each foot, one behind and one before. It dwells on the mountains, and builds nests there as large as one of the forts. It preys upon deer and other large animals, the horns of which are heaped up around the nest. The glance of its eyes produces lightning. It breaks through the clouds and makes way for the rain. The isolated and peculiarly loud claps of thunder are produced by a large tortoise which dwells in the clouds."

James Owen Dorsey, A Study of Siouan Cults, 11th Ann. Rept. Bureau Ethn. (for 1889-1890), p. 508, 1894.

A. Taylor in the Calif. Farmer reprints the tradition of the Thunder bird of the Mackahs, as published in the S.E. Bulleton, Oct. 1860.

The Indians related to me many curious legends respecting their belief. The most interesting one is that relating to the

In common with all the tribes of the Coast that I have met, the Mackahs believe that thunder is caused by an immense bird, whose outspread wings obscure the heavens. This bird is called by the Chinooks, 'Hah-ness'; by the Quemults, 'Han-hah-ness'; by the Mackahs, 'Thlew-cloots'; and by the Nootkans, 'Too-tate-lum', or 'Too-tootsh'. The name of Tatoche Island, which in the jargon means milk, is in reality the Nootka name of the 'thunder bird' and should be pronounced 'Too-too-tcheor' 'Thunder' Island. It was however, not so named originally by the Indians, but as I before remarked, was with the land about Cape Flattery, so named by Mears, in honor of the Nootka chief, Too-tootch-atticus.

Lightning is supposed to be caused by a species of fish resembling the sea-horse, or Hippocampus. The head of this animal, they say, is as sharp as a knife and the lightning is produced by the tongue, which is darted out like a serpent's. The name given by the Mackahs to this animal is 'Ha-hake-to-ak'. It is supposed to be stirred up from the sea by the whales, when the Thunder Bird catches it and keeps it under his wings for future use.

The Thunder Bird is an Indian of gigantic proportions, who lives on the top of the mountains. His food is whales, and when hungry he puts on his wings and feathers as an Indian wraps himself in a

blanket and sails out in search of his prey. When a whale is discovered, the Hah-hake-to-ak darts out its fiery tongue, which kills the fish; and as the mighty bird settles down to seize it in its talons, the rustling of the great wings produces the thunder. The whale, when seized is taken up into the mountain and devoured.

The Hah-hake-to-ak is not always employed in killing whales. Sometimes it darts down to the earth, and with its sharp head splits open trees. At other times, the thunder-birds have fights in the air, and dart their fire at each other, producing what we commonly call a thunder storm.

The Mackahs religiously believe this fable to be a fact, and told me of an Indian who once went across Vancouver Island from Clioquot to Naniamoo, and on top of one of the mountains found the house or nest of a thunder bird. It was built of logs like an Indian's house, and around it were strewn great quantities of the bones of whales."

A.S. Taylor, Calif. Farmer, Aug. 1, 1862.



The Redman - Feb. 1914

The Legend of the Thunderbird.

By EDWARD BRACKLIN, *Chippewa*.



LONG, long time ago, many, many moons before the white man came, when the buffalo were as blades of grass on the prairie, there came a great dry spell. No rain fell and the grass grew brown and the rivers dried up; the buffalo went away and my people could get nothing to eat but a few berries and they grew hungry and thin. Every day they prayed to the Great Spirit for rain and made much medicine, but the rain did not come. The Great Spirit was angry.

Among the greatest of the medicine men was Nashewa. He made much medicine. All day he prayed to the Great Spirit, and all night, and finally the Great Spirit came to him in a dream and said, "Nashewa, awake, and travel west until you receive a sign." And Nashewa heard and was glad.

The next morning he started and he went a long way to the west until he came to what is Gechigome (Great Lakes). He saw there a bird that was sitting near the edge of the water. He walked towards it. When he was looking at it he knew that the bird did not belong to this country. Its feathers were all of different colors, its bill was green and its legs were colored the same. It would not open its eyes. Then he took it and came back home. He entered his lodge and all the chiefs were invited. The bird sat at the upper end of the lodge and Nashewa told these chiefs, "Now here is a bird that you may look at it to know what it is." It was not known—nobody could tell what kind of a bird it was, so they called it the Awneemekee (The Thunderbird). After a while Nashewa pushed it, then it opened its eyes and they flashed lightning. The door was opened and the bird flew out. As he got outside the sky darkened and the thunder roared and it rained. Many days it rained and the grass grew green again and the buffalo returned and my people got fat once more. This is the story of the Awneemekee (Thunderbird).

My grandfather told it to me and his grandfather told it to him.

The cypress in ancient times was considered a sacred tree and idols were made of cypress wood. The Pacific coast Indians used it as an emblem of purification. The Dakotan Indians had a superstition concerning the cedar tree. They imagined that thunder was a manifestation of the storm god Wa-Kan-Da, thunder birds, as his messengers, producing the noise designated as thunder. These birds lived in cedar trees, and hence the cedar tree became an object of worship and the cedar pole an emblem of the highest value.

Lake City Republican
Minn June 16 - 1900

Carlisle Arrow - March 13, 1914.
THE LEGEND OF THE THUNDERBIRD.

By Edward Bracklin, Chippewa.

A long, long time ago, many, many moons before the white man came, when the buffalo were as blades of grass on the prairie, there came a great dry spell. No rain fell and the grass grew brown and the rivers dried up; the buffalo went away and my people could get nothing to eat but a few berries and they grew hungry and thin. Every day they prayed to the Great Spirit for rain and made much medicine, but the rain did not come. The Great Spirit was angry.

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My grandfather told it to me and his grandfather told it to him.



Thunder Bird

Hawaii

33^d Left Bur, etc. 829, 1919

Tobacco & Pipes

C. Hart Merriam
Papers
BANC MSS
80/18 c

PISPEWAT, INDIAN CHEWING TOBACCO

The following was originally published in Santa Barbara Gazette in September 1860, and was reprinted by Oscar T. Shuck in his California Scrapbook (p.299), San Francisco, 1869.

"It seems that they had in the vicinity of Santa Barbara the original California Mint. The Indians of Tulare County generally came over once a year, in bands of twenty or thirty, male and female, on foot, armed with bows and arrows. They brought over panoche, or thick sugar, made from what is now called honey-dew and from the sweet Carisa cane, and put up into small oblong sacks, made of grass and swamp flags; also nut pipes and wild tobacco, pounded and mixed with lime. This preparation of native tobacco was called pispewat, and was used by them for chewing. These articles were exchanged for a species of money from the Indian Mint of the Santa Barbara rancherias, called by them "ponga." This "ponga" money consisted of pieces of shell, rounded, with a hole in the middle, made from the hardest part of the small edible, white muscle of our beaches, which was brought in canoes by the barbarians from the island of Santa Rosa. The worth of a rial was put on a string which passed twice and a half around the hand.-- i.e., from the end of the middle finger to the wrist. Eight of these strings passed for the value of a silver dollar, and the Indians always preferred them to silver, even as late as 1833. This traffic the Padres encouraged, as it brought them into peaceable connection with the tribes of the Tulare Valley.

(also printed by A.S. Taylor?)

TOBACCO OF THE PATWIN INDIANS

Lieutenant-Commander Ringgold of the Wilkes Expedition, in speaking of the Patwin
[whom however he did not mention by this name]
Indians, on Sacramento River above the Buttes,
states: "A species of tobacco is found on
the sandy beaches, which the Indians prepare
and smoke."

Wilkes, U.S. Expl. Expd., Vol. 5, p.189,
1845.

TOBACCO AMONG THE NEW ENGLAND INDIANS

In an article entitled Houses and Gardens of the New England Indians,¹ Charles C. Willoughby states: "Tobacco (Nicotiana rustica) was raised as far north in New England as the central Kennebec Valley.² It was a smaller and more hardy species than that now grown in warmer climates. This was commonly the only plant cultivated by the men.³"

¹Am. Anthropologist, Vol. 8, ~~No. 1~~, p. 131, 1906.

²Strachey, History of Travel into Virginia, Coll. Maine Hist. Soc., vol. III, p. 306.

³Williams, op. cit.^[??], p. 35.

Tobacco

Tobacco--called Sayri--was used by the Incas "only in the form of snuff and with medicinal intent, to clear the nasal passage".--Philip Answorth Means, Ancient Civilization of the Andes, 310, 1931.

USES OF WILD TOBACCO BY INDIANS OF LOWER
CALIFORNIA.

A Dominican priest named Louis Sales who built the mission of San Vincente Ferrar in 1780, and who also founded the mission of San Miguel in 1787, published in 1794 letters entitled "Noticias de la Provincia de California", in the course of which he names among other household possessions "a little wild tobacco with its clay pipe" (page 48), and on a subsequent page he states "these old men usually have knowledge of medicinal herbs, and they make some marvelous cures with them. But they more usually use tobacco juice, applying it to ulcers, wounds and contusions" (page 82).

USE OF TOBACCO BY THE TAKELMA

Edward Sapir, in Notes on the Takelma Indians of Southwestern Oregon,¹ says:

"The only plant cultivated before the coming of the whites was tobacco (ḡ'w p') which was planted by the men on land from which the brush had been burnt away. Smoking was indulged in to a considerable extent and had a semi-religious character, the whiff of smoke being in a way symbolic of good fortune and long life. The pipes were made of either wood or stone and were always straight throughout, some reaching a length of nearly a foot. The custom prevailed, of course, of passing one pipe around to all the members of an assembled group."

¹Am. Anthropologist, Vol. 9, No. 2, p. 259, 1907.

ABORIGINAL TOBACCO CULTURE IN CALIFORNIA

Dr Pliny E. Goddard in his valuable work entitled 'Life and Culture of the Hupa' (Vol. 1, page 37, Sept. 1903), states: "The tobacco used was cultivated, the only instance of agriculture among the Hupa. Logs were burned and the seed sown in the ashes. The plant appears to be and probably is identical with the wild Nicotiana Bigelovii, but the Hupa say the cultivated form is better. The wild form found along the river they say is poison! It is believed that an enemy's death may be caused by giving him tobacco from plants growing on a grave."

PIPES

Sparkman, writing of pottery of the Luiseno Indians, states: "A pipe, hukapish, was sometimes made of clay. It was short and tubular, ~~tapering~~ rather abruptly toward the small mouth-end." Sparkman: Culture of Luiseno Indians. Univ. Calif. Pubs. Am. Arch. & Ethn. Vol. 8, 202, Aug. 7, 1908.

"Tobacco pipes, hukapish, were usually made of clay, and had no stem, a person, it is said, lying down to smoke. One kind of pipe had a stem, but this seems to have been used only at religious festivals." Ibid 210.

PIPES

In a general account of what he calls the Indians of the lower country, Rev. Samuel Parker states as follows:

"The Indians of the lower country are those between the shores of the Pacific and the Falls of the Columbia river, and from Pugets Sound to upper California. [The] principal nations are the Chenooks, the Klicatats, the Callapooahs, and the Umbaquas. [244] . . . Their pipes are variously constructed, and of different materials. Some of them are wrought with much labor and ingenuity of an argillaceous stone, of very fine texture, of a blue black color, found at the north of Queen Charlotte's Island. It is the same kind of stone except in color, as that found upon the head waters of the Missouri, which is brick red. These stones, when first taken out of the quarries, are soft and [248] easily worked with a knife, but on being exposed to the air, become hard, and are susceptible of a very good polish." [249]

Parker: Expl. Tour Beyond Rocky Mts. , 1838.

[3rd Ed. 244, 248-249, 1842.]

PIPES

Smoking-Pipes of Stone, — C.C.Abbott:[Wheeler] Survey W. 100th Meridian, Vol.VII Archaeology, 125-134, 1879. Article on the tubular stone pipes of the Indians of Southern California, with Plates.

MOHAVES

TOBACCO

(In Mohave Valley, above Bill Williams
Fork of Colorado River)

Feb. 17, 1854.-

^ "The Indians were shrewd, and would part with no article without a really valuable compensation. Tobacco they would accept as a gift only, and then sell it to the soldiers. There is a species of wild tobacco which grows here, and is used by the natives. I presume they prefer it to the best Havana."--Whipple, Pacific R.R. Repts., Vol.III [pt. 1] p.117, 1856.

TOBACCO		
	Indian tobacco	Whiteman's tobacco
<p><u>Chumash</u></p> <p><u>Kah-sah-kōm-pě'-ah</u> of Santa Ynez</p> <p>Ventura</p> <p>Ke-tan-a-mwits</p> <p>Yo-hah-ve-tum</p> <p>Nu-vah-an-dit--Sah-wahk-wah/</p> <p>Moapa ----Sě-wah'-gwahp</p> <p>Chemeweve Colorado River</p> <p>Mohave River</p> <p>29Palms Mara</p> <p>New-oo-ah</p> <p>Mo-he-ah-ne-um</p> <p>Mar-ring-am</p>	<p>Shō'</p> <p>Saw-o</p> <p>Che-woot</p> <p>-be Sah-gwah'-wahp wah "</p> <p>So-o'-dah</p>	<p>Tah-wah'-ko</p>

<p>TOBACCO</p> <p>YOKUT</p> <p><u>NO-tu-no-to</u></p> <p><u>Tah-che</u></p> <p><u>Ta-dum-ne</u></p> <p><u>Yow-el-man-ne</u></p> <p><u>Tin-lin-ne</u></p> <p>Choi-yo-choi-ye</p> <p>Chuk'-chan-sy</p> <p>Kosh-sho-o</p> <p>Cho-e-nim-ne</p> <p>Cho-ki-min-na</p>	<p>p. 28 20</p> <p>Indian tobacco (wild)</p> <p>Sō'-kon</p> <p>Po'-net Po'-ne-et</p> <p>Sho'-kon</p> <p>So'-kon Sō-k'l</p> <p>Saw'-kah Saw'-kon</p> <p>San-nis'</p> <p>Pah-ōm</p> <p>Pah-um</p> <p>Sho'-kin; Shaw'-kin</p> <p>Sho'-kin</p>	<p>Whiteman's tobacco</p>
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EARLY USE OF TOBACCO IN THE AMERICAS

According to Humboldt the real herbaceous tobacco "has been cultivated from time immemorial by all the native people of the Orinoco; and at the period of the conquest the habit of smoking was found to be alike spread over both North and South America. The Tamanacs and the Maypures of Guiana wrap maize-leaves round their cigars, as the Mexicans did at the time of the arrival of Cortes. The Spaniards have substituted paper for the leaves of maize, in imitation of them. The poor Indians of the forests of the Orinoco know as well as did the great nobles at the court of Montezuma, that the smoke of tobacco is an excellent narcotic; and they use it not only to procure their afternoon nap, but also to put themselves into that state of quiescence, which they call dreaming with the eyes open, or day-dreaming. . . . It was neither from Virginia, nor from South America, but from the Mexican province of Yucatan, that Europe received the first tobacco seeds, about the year 1559. The celebrated Raleigh contributed most to introduce the custom of smoking among the nations of the north. As early, as the end of the 16th century, bitter complaints were made in England "of this imitation of the manners of a savage people." It was feared that, by the practice of smoking tobacco, "Englishmen would degenerate into a barbarous state."--Humboldt's Personal Narrative

YUROK TOBACCO AND PIPES

Yurok pipes are made of the wood of the yew, with a soapstone bowl. The wood is a straight piece 3 to 6 inches in length and is larger at the bowl end where it is attached to the stone.

The native tobacco is called Hah-koom and is cultivated by the people. They first pile brush over the ground and burn it, leaving a loose layer of ashes, over which the tobacco seeds are sown.

The plant is protected by a brush fence. The only animal believed to disturb the tobacco crop is the deer. They jump over the brush fence and eat every part of the plant, even to the roots.

To The American Indian by Lucy Thompson, pp.
37, 190, 1916.

TOBACCO

See article by William Christie Mac Leod,
On Natchez Cultural Origins. American
Anthropologist, Vol.28, No.2, Pages 409-
413, April 1926.

[Article in Natchez file.]

ORIGIN OF THE NAME TOBACCO

Humboldt tells us, "The word tobacco (tabacco), like the words savannah, maize, cacique, magney (agave), and manati, belongs to the ancient language of Hayti, or St. Domingo. It did not properly denote the herb, but the tube through which the smoke was inhaled. It seems surprising, that a vegetable production so universally spread should have different names among neighbouring people. The pete-ma of the Omaguas is, no doubt the pety of the Guaranos; but the analogy between the Cabre and Algonkin (or Lenni-Lenape) words, which denote tobacco, may be merely accidental. The following are the synonymes in 13 languages.

North America. Aztec or Mexican; yetl: Algonkin; sema: Huron; oyngoua.

South America. Peruvian or Quichua; sayri; Chiquito; pâis: Guarany; pety; Vilela; tusup: Mbaja, (west of the Paraguay) nalôdagadi: Moxo (between the Rio Ucayale and the Rio Madeira) sabare: Omagua; petema: Tamanac; cavai: Maypure; jema: Cabre; scema."--Humboldt's Personal Narrative, Vol.2, p.506 footnote, 1885.

THE OTTER DANCE OF THE CHOCTAW INDIANS

An Indian named Fine Teeth, Chief of the Nanibas, a small tribe connected with the Choctaw, was induced by some Frenchmen to make the otter dance for them.

"He took his tobacco-pouch which was an otter skin in which he kept his pipe and his tobacco, which he threw into the middle of an open place where the people were assembled to judge of his skill: after he had uttered a number of badly articulated words and thrown himself repeatedly into the fire, from which he came out in a perspiration, and without being burned, this skin was seen to swell out, fill with flesh, ^{and} come to life, and to run between the legs of the Frenchmen, some of whom in the company having carressed it and felt of it, found that it was like a true otter. When each one was satisfied it returned to the same place where it had come to life and was seen to diminish in size and to return to the form which it had before."

John R. Swanton: Memoirs Am. Anthropol. Assoc. vol.5, no.2, p.63---April-June, 1918

PREHISTORIC USE OF TOBACCO IN ARIZONA PUEBLOS

During the summer of 1922 Dr. J. Walter Fewkes discovered in a kiva on Mesa Verde a number of prehistoric pipes of clay which circumstance led him to name this particular kiva Pipe Shrine. They were found in an ancient fire place:

"Among other objects in it were a full dozen decorated tobacco pipes made of clay, some blackened by use, others showing no signs that they had ever been smoked. Several of these are figured in the accompanying illustration. There were fetishes, a small black and white decorated bowl, chipped flint stone knives of fine technique, and other objects. For many years it had been suspected, that the ancient inhabitants of the Mesa Verde cliff dwellings were smokers, but these pipes (figs. 93, 94) are the first objective evidence we have to prove it, and the fact that these objects were found in the shrine of a sacred room would indicate that they were smoked ceremonially, as is customary in modern pueblo rites. Evidently the priests when engaged in a ceremonial smoke sat about this shrine and after smoking threw their pipes as offerings into the fireplace. Probably as with the Hopi every great ceremony opened and closed with the formal smoking rite at this shrine, and one can in imagination see the priests as they blew whiffs of smoke to the cardinal points to bring rain.

The discovery of pipes for ceremonial smoking in a Mesa Verde kiva is a significant one, indicating that the ancient priests of the plateau, like the Hopi, smoked ceremonially. Moreover the forms of the prehistoric pipes (fig. 93) thus used differ materially from those of modern pueblos, in size and shape, although a few formerly used by the Hopi have much in common with them."

[Smithsonian Misc. Colls. Vol. 74, No. 5,
pp. 95--97, 1923]

CULTIVATION OF TOBACCO BY CALIFORNIA INDIANS

Before the white man came, several tribes of California Indians cultivated one of the native species of Tobacco for their own use. In northern California two species (Nicotiana attenuata and bigelovi) are fairly common and widely distributed except in the colder parts of the mountains. The larger of the two, N. bigelovi, was the one cultivated. It was planted and cared for in small gardens near the villages.

When the vessels of Don Bruno Heceta and Don Francisco de la Bodega y Quadra anchored in Trinidad Bay in 1775, they visited several rancherias of the native tribe--the Ner'-er'-ner', a southern branch of the Polikla of lower Klamath River. They found these Indians using Tobacco "which they smoked in small wooden pipes in form of a trumpet, and procured from little gardens where they had planted it."¹

¹Journal of a Voyage in 1775 to Explore the Coast of America northward of California, by the Second Pilot of the Fleet, Don Francisco Antonio Mourelle, Translated by Daines Barrington, Published in London, 1781.

While visiting on Salmon River, a tributary of the Klamath, an old Konomeho woman pointed out to me a warm gravel bench near the river where her people used to have a tobacco garden which they planted every year. - *Cam*

Words for Pipe and Tobacco obtained by the persons,
and at the places, named in the preceding table,[✓] published by
Gatschet on page 436 of the Report mentioned:

<u>Tribe</u>	<u>Locality</u>	<u>Pipe</u>	<u>Tobacco</u>
Shoshoni	Utah and Nevada	un-to'	pau-mo'-e
Shoshoni	Hyko, Nevada	chung-oop	oo-āp
Pa-Uta	Las Vegas, Nev.	soon-oop'	tōquop
Pa-Uta			
Pa-Uta	Las Vegas, Nev.		to-wa-ca-koo-ab
Pa-Vant	Utah	t-so'ng	qu-ap
Southern Pa-Uta	Calif. and Nev.	tehung-ub	to-kvab
Pa-Uta of Calif.	Calif. and Nev.	to-ish	pa'-h'mo
Chemehuevi	Calif. and Nev.	tehung-ub	
Uta	Utah	tsong	tok-wap'

✓ Published in Vol. VII--Archaeology, Report upon U. S. Geo-
graphical Surveys West of the One Hundredth Meridian, Vol. VII--
Archaeology.

PISPEWAT, INDIAN CHEWING TOBACCO

The following was originally published in Santa Barbara Gazette in September 1860, and was reprinted by Oscar T. Shuck in his California Scrapbook (p.299), San Francisco, 1869.

"It seems that they had in the vicinity of Santa Barbara the original California Mint. The Indians of Tulare County generally came over once a year, in bands of twenty or thirty, male and female, on foot, armed with bows and arrows. They brought over panoche, or thick sugar, made from what is now called honey-dew and from the sweet Carisa cane, and put up into small oblong sacks, made of grass and swamp flags; also nut pipes and wild tobacco, pounded and mixed with lime. This preparation of native tobacco was called pispewat, and was used by them for chewing. These articles were exchanged for a species of money from the Indian Mint of the Santa Barbara rancherias, called by them "ponga." This "ponga" money consisted of pieces of shell, rounded, with a hole in the middle, made from the hardest part of the small edible, white muscle of our beaches, which was brought in canoes by the barbarians from the island of Santa Rosa. The worth of a rial was put on a string which passed twice and a half around the hand.-- i.e., from the end of the middle finger to the wrist. Eight of these strings passed for the value of a silver dollar, and the Indians always preferred them to silver, even as late as 1833. This traffic the Padres encouraged, as it brought them into peaceable connection with the tribes of the Tulare Valley.

1834 16th Street N.W. [Washington, D.C.]
June 14th [1907]

Dr O Hart Merriam

I have just been copying the names for tobacco and pipe you so kindly let me have, and in some respects they are most interesting and give me quite a lot of new names that I did not have before. I am greatly obliged to you for them and will of course give you credit for them at any time I use them.

As you are well aware the Bureau has a large collection of Mss.

Vocabularies and is always glad to get more and I will deposit them in your name or return them to you as you may prefer.

I expect in ten days or so, provided the roads are not frozen, to go north for my summer outing, and hope you and your people may spend a happy and healthy summer.

Again thanking you believe me

Very Respectfully Yours

J. D. McGuire

PREHISTORIC USE OF TOBACCO IN ARIZONA PUEBLOS

During the summer of 1922 Dr. J. Walter Fewkes discovered in a kiva on Mesa Verde a number of prehistoric pipes of clay which circumstance led him to name this particular kiva Pipe Shrine. They were found in an ancient fire place.

"Among other objects in it were a full dozen decorated tobacco pipes made of clay, some blackened by use, others showing no signs that they had ever been smoked. Several of these are figured in the accompanying illustration. There were fetishes, a small black and white decorated bowl, chipped flint stone knives of fine technique, and other objects. For many years it had been suspected, that the ancient inhabitants of the Mesa Verde cliff dwellings were smokers, but these pipes (figs. 93, 94) are the first objective evidence we have to prove it, and the fact that these objects were found in the shrine of a sacred room would indicate that they were smoked ceremonially, as is customary in modern pueblo rites. Evidently the priests when engaged in a ceremonial smoke sat about this shrine and after smoking threw their pipes as offerings into the fireplace. Probably as with the Hopi every great ceremony opened and closed with the formal smoking rite at this shrine, and one can in imagination see the priests as they blew whiffs of smoke to the cardinal points to bring rain.

The discovery of pipes for ceremonial smoking in a Mesa Verde kiva is a significant one, indicating that the ancient priests of the plateau, like the Hopi, smoked ceremonially. Moreover the forms of the prehistoric pipes (fig. 93) thus used differ materially from those of modern pueblos, in size and shape, although a few formerly used by the Hopi have much in common with them."

[Smithsonian Misc. Colls. Vol. 74, No. 5,
pp. 95--97, 1923]

Pipe & Tobacco

Schoolcraft, Ind. Tribes Vol. 2, P. 497

	<u>Cushman</u>	<u>Costanos</u>	<u>Blackfoot</u>
Pipe:	Col la	Ru coom	Ta coa e xi man

Tobacco:	Span	O ya	Pis ta can.
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Tobacco,

A

POEM.



HAIL Thought inspiring Plant Thou Balm of Life!
Well might thy Worth engage a Nation's Strife;
Thou sweet Amusement of both Old and Young,
Say why remain thy healing Powers unsung?
Exhaustless Fountain of *BRITANNIA*'s Wealth,
Thou Friend to Wisdom, and thou Source of Health;
At Morn and Night, thy kindly Influence shed,
And o'er the Mind delightful Quiet spread.
Thou mak'st the Passions due Obedience know,
And regular the swift Ideas flow;
The mighty *Raleigh** first thy Virtue taught,
And prov'd Himself thy generous Aid to Thought.
Calm'd by thy Pow'r; — His Mind through Ages run,
And shew'd how Men and Manners first begun;
Defy'd Affliction's most tormenting Weight,
And view'd serene, th'impending Stroke of Fate;
With Thee shall live for ever *Raleigh*'s Name,
Nor Thou the least of his immortal Fame.

How

1669

* *SIR WALTER RALEIGH* was one of the greatest Men of his Time, of uncommon Abilities; he had a prodigious Memory, a sweet and nervous Elocution, a lively Wit, and most solid Judgment, and his Fortitude was equal to his Understanding, which appeared in Court, in Camp, by Land, and by Sea, and recommended him to the Favour and Esteem of that most excellent and wise Princess *Elizabeth*, who sent him, in 1584, on a Voyage to *AMERICA*, (*Neylin*, *Colmo*, Lib. 4.) from whence he brought over *TOBACCO*, and in that Year he discovered *Wingandocca*, since called *VIRGINIA*, in Honour of his Royal Mistress, that renowned *VIRGIN QUEEN*, who for this, and other glorious Actions, she deservedly conferred on him the Honour of Knighthood, of whom *Camden* says, *Vir erat nunquam satis laudato studio & Regiones remotas detegendi & navalem Angliæ gloriam promovendi*. He was never sufficiently to be commended for the great Pains he took to discover remote Countries, and to advance the Glory of *England*, and its Trade and Navigation. His Motto was *Tam Marti quam Mercurio*, which he made good; for Authors have been perplex'd under what Character they should place him, whether the Statesman, the Soldier, the Statesman, the Chymist, or the Chronologer, in all which he excell'd; *Spain* severely felt the Effects of his Council and Valour, both by Land and Sea; finally, every one knows how much he learned World is indebted for his elaborate Performances.

This great and worthy Man was, soon after King *James* the First's Accession to the Throne, condemned for High Treason, at *Winton* November 17, 1603, upon an unprecedented Evidence, viz. the Lord *Cobham*'s Accusation, who was himself convicted of what *SIR WALTER* was innocent'd, and whom *SIR WALTER* defend'd might in *Proter's Person* appear in Court, which was denied, tho' he was hard by, and had retracted his former Accusation, by a Letter of his own Hand-writing, which justified *SIR WALTER*'s Innocency, and was produced in Court at the Trial. *Osborn* says, That several of the Jury, after he was cast, was so far touch'd in Conscience, as to ask his Pardon on their Knees.

The King of *Denmark*, at both times he was in *England*, the Queen, and the Prince of *Wales* (being struck of his Innocency) moved on his Behalf; nay, King *James* thought him too innocent to lose his Life, but too great a Pleasurist to have his Freedom, for he had with Sir *John Fortescue*, the Lord *Cecil*, and others, endeavour'd to limit the Number of the *North Britons*, before that King came to the Crown. However, his Punishment was for Fourteen Years, to be confin'd a Prisoner of STATE in the Tower, and there permitted to enjoy *Libera Custodia*, where he was deliver'd of that great *Minerva*, *The History of the World*, beginning from the first Ages; a Work that has never met with a Detector, of which *Felton*, in his Dissertation on the Classics, says, "It is a Work of so vast a Compass, such endless Variety, that no Genius but one adventurous as his own, durst have undertaken that great Design."

Alas! I could wish for the Honour of *England*, that his Death was eras'd out of our Annals; but so it was to the Admiration of foreign Nations, to the Grief of those who were Lovers of their Country, and not a little lamented by many since; this renowned PATRIOT, at about Eighty Years of Age, after having spent his Fortune against the *Spaniards* (above 40,000 Crown;) fell a Sacrifice to the *Spanish Faction*, through the Influence of *Gondomar*, who in that Reign wholly guided the Court; and with a serene Chearfulness, and a religious Resolution, he submitted to his Fate in the Old Palace, *WESTMINSTER*, where he was Beheaded the 29th of *October* (1618) on the former Sentence, that had lay dormant about Sixteen Years, notwithstanding the Lawyers were of Opinion he was *Refus in Curia* by the King's Commission granted to him to proceed in an Enterprize to *Guyana*, lying in the Southern Parts of *AMERICA*, — and the Lord Chancellor *VERULAM* (*Sir Francis Bacon*) had declared to him in these Words, Upon my Life, "you have a sufficient Pardon for all that is pass'd already, the King having under his Broad Seal, made you Admiral of the Fleet, and given you Power of the Martial Law over all the Officers and Soldiers."

Original Defective

posed of radials, practically horizontal in position, ~~plus~~ the proximale.

In *Holopus* the same line of specialization has apparently been followed further; ~~the column and the basals have disappeared, and the attachment is by means of the radials, which in the comatulids dominated the base.~~ It is conceivable that the very young *Holopus* is essentially like a short-stemmed comatulid in which the radials, growing very rapidly, form a cylindrical ring with the basals, spread outward until they all lie in the same plane, closing the proximal end, and that this ring becomes attached by its lower border to the object upon which the larva rests.

ANTHROPOLOGY.—A second archeological note.¹ TRUMAN MICHELSON, Bureau of American Ethnology.

[origin =] Nearly three years ago I showed in this JOURNAL² that the provenience of the gray sandstone pipe discussed by Squier and Davis in their *Ancient monuments of the Mississippi Valley*, pages 249 and 250, must be the upper Mississippi region near the Rock River because the original of the pipe figured there is either the same as that of the Sauk pipe shown on plate 2 at the end of volume 2 of Beltrami's *Pilgrimage*, or it belongs to the same culture. It will be recalled that previously there was uncertainty as to the provenience of this pipe. I now find that the lowest of the three pipes shown on the plate facing page 279 of Em. Domenech's *Voyage pittoresque*, said to be from Tennessee, is also of the same culture; indeed it is almost impossible not to believe that the same artist fashioned all three pipes, so great is their likeness.

¹ Published with the permission of the Secretary of the Smithsonian Institution.

² 6: 146. 1916.

Hollowing Pipe-Stems

Hollowing Pipe-stems. — In order to hollow out a pipe-stem in an emergency the Chippewaian Indians of the Northwest Territory and the Athapascan tribes of central Alaska take a stem three quarters of an inch in diameter and about six inches long, of willow, birch, or any soft wood, and cut a notch in all round as far as the first annual ring of growth. By patiently and carefully pulling and twisting, the first year's growth is drawn out from the center of the cylinder, making a clear hole.

S. J. ENTRIKIN.

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Am. Anthropologist, Vol. 3 (N.S.), No. 3, Sept. 1901

Tobacco

THE INTERNATIONAL CONGRESS OF AMERICANISTS

Science Service

SOME one else beat Columbus twenty years in the discovery of the American mainland. Tobacco was not a native product of the American Indians, but had come to them from Africa. These are only two of the startling theories that were advanced and defended at the twenty-first world congress of Americanists, which has just been held in Gothenburg, Sweden. An "Americanist" is an expert on any phase of the ancient and primitive civilization in the western hemisphere. There were one hundred and fifty of them assembled from all parts of the world at Gothenburg, and eighty papers in all were presented at the sessions.

Dr. Sophus Larsen, of Copenhagen, was the one who offered evidence that a Portuguese admiral, Joao Vaz Corte-Real, commanded by his king to discover new lands, had in 1474 reached the shores near the mouth of the St. Lawrence River. This region was afterwards called "Stockfishland," and, according to a history of the Azores, Joao Vaz was made viceroy over part of these islands in 1474 as a reward for his discovery. Charts published as early as 1534, says Dr. Larsen, show the names Joao Vaz Bay and Joao Vaz Land in the Labrador region.

Another lecturer, Professor Leo Wiener, of Harvard University, presented a theory at Gothenburg which conflicts with the history we learned in our school days. He declared that tobacco was well known in Europe before the discovery of America, and that America herself had got it from Africa. His theory is based on language researches in which he had been able to trace back the use of the word "tobacco," in various spellings, and in many countries, to times long before the voyages of Columbus.

Science-Oct. 3, 1924.

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"I do not believe there is any agency so destructive to mind, soul and body or so subversive of good morals as the cigarette. The fight against the cigarette is a fight for civilization."—*Dr. F. W. Gunsaulus.*

"The yellow fingerstains is an emblem of deeper degradation and enslavement than the ball and chain."—*Hudson Maxim.*

"No boy living would commence the use of cigarettes if he knew what a useless, soulless, worthless thing they would make of him."—*Luther Burbank.*

"I am not much of a mathematician," said the cigarette, "but I can add to a man's nervous troubles; I can subtract from his physical energy; I can multiply his aches and pains; and I can divide his mental powers: I can take interest from his work; and discount his chances of success."—*Unidentified.*

Chuk-chen'-sy

Name for tobacco caker. - Saw'-kon

Pipes of mangante wood. Soo'-kut

Tobacco Pah-ō'm.

Ahmanet Memimah

Pipes are made of mangante wood &
always were - never of stone -

Salutation 1836

List of words for Tobacco + Alf

53 languages

p. 325 - Trans Am.

Antiquarian Soc, Vol. 2, 1836

Tobacco & Pipe

List of Words for in
53. Languages -

Gallatin in Trans. Am.

Antiquarian Soc. Vol. 2, p. 325.
1836

Whipple in 1855. gave name of Tobacco for animal tribes.

Comanche Pah-lamon

P R R Expts & Surveys Vol. 3, pt. 3, 1855-
(P. 72)

Chavilla, Pt. list.

Chemeneve, Co-aple.

Schoolcraft ^{Vol 2:} ~~2:494-505~~

Comanche (Texas)

{ Tobacco- Pa-ha-mo - 497
Life To-ish - 497

Tobacco & Pipes among the Hupa

See Soddard, Life & Culture of the Hupa,

pp. 36-37, 1903 -

Tobacco

Utah & Nev.

Gatschet: Arch. Wheeler Survey - p. 436, 445.

Tobacco

5 Shoshone

pau-mo!e p. 436

Same paper

co-ap

Hyks. Nev.

Pa Vant

qu-ap

Utah

also plenty among same people

Cultivate with Stick
Tobacco

The old camps are plainly told by their elevation and appearance near wild tobacco grows spontaneously of large size the Indians frequently stir the earth about the plants with a sharpened stick and protect the plants from being trodden on.

Wintoon Indians Cloud
River Shasta Co Cal

Tobacco - Antikara account of origin
by Melvin R. Gilmore

Indian Notes, Heye Museum.

Vol. 6, No. 1. Jan. 1929
pp 26-33

It must not be assumed from
the two words tobacco and pipe
that there may be accepted as
an index to the relationships of
the tribes.

Harrington, John P.---Tobacco Among the Karuk Indians
of California