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Message from the President of the United States, transmitting a communication from the Secretary of the Interior of 4th instant, submitting draft of bill "to accept and ratify certain agreements made with the Sioux Indians and to grant a right of way to the Chicago, Milwaukee and Saint Paul Railway Company through the Sioux Reservation in Dakota"

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MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior of 4th instant, submitting draft of bill "to accept and ratify certain agreements made with the Sioux Indians and to grant a right of way to the Chicago, Milwaukee and Saint Paul Railway Company through the Sioux Reservation in Dakota."

DECEMBER 19, 1883.—Read and referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith a communication from the Secretary of the Interior of the 4th instant, submitting, with accompanying papers, draft of a bill "to accept and ratify certain agreements made with the Sioux Indians and to grant a right of way to the Chicago, Milwaukee and Saint Paul Railway Company through the Sioux Reservation in Dakota."

The matter is presented for the consideration of the Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION,
December 17, 1883.

DEPARTMENT OF THE INTERIOR,
Washington, December 4, 1883.

SIR: I have the honor to submit, herewith, for your consideration a communication of the 26th November, 1883, from the Commissioner of Indian Affairs, and accompanying draft of bill therein noted for the ratification of four several agreements with the Sioux Indians in Dakota, granting to the Chicago, Milwaukee and Saint Paul Railway Company the right of way across their lands and the right of occupying certain land for railway purposes, as therein set forth, namely: Two agreements made November 2, 1880, one made November 10, 1880, and one made November 13, 1880, all approved by Mr. Secretary Schurz, January 3, 1881.

These agreements have not, however, been ratified by Congress. As such action is considered necessary, I respectfully recommend that the matter be presented for the favorable consideration of that body.

I have the honor to be, very respectfully, your obedient servant,

H. M. TELLER,
Secretary.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 26, 1883.

SIR: Referring to Department letter of March 9, 1882, wherein, in reply to the question submitted in office letter of March 1, 1882, viz, Whether or not the Dakota Central Railway Company and the Chicago, Milwaukee and Saint Paul Railway Company, which had severally acquired a right of way through the Sioux Indian Reservation, in Dakota, were to be considered as having done so under the stipulations of the third article of the agreement with the Sioux Indians of September 26, 1876, ratified by act of Congress approved February 28, 1877 (19 Stat., 255), in reference to the construction of roads through said reservation, it was held that when the three wagon roads indicated in General Orders No. 3, Headquarters Military Division of the Missouri, April 5, 1877, were located, the rights under said agreement were exhausted, and that agreements of later date made with the railway companies should be presented for ratification by Congress; also to Department letter to this office of 10th March last to the effect that "in all cases where right of way for railroads through Indian reservations is not provided for by treaties or agreements by the United States with the Indians, Congressional action is necessary to ratify agreements by railway companies with the Indians for such right of way, &c.," and directing that the necessary papers be prepared for submitting the agreements as made by the said railway companies with the Sioux Indians to Congress at its next session for action, I have the honor to report, so far as the Chicago, Milwaukee and Saint Paul Railway Company is concerned, as follows: The agreements entered into by this company with the Sioux Indians, under the direction and with the approval of the Department, are four in number, viz:

No. 1. Agreement dated November 2, 1880, made between the chiefs, headmen, and heads of families of a majority of the Two Kettle, Sans Arc, Minneconjou, and Blackfoot Sioux Indians (Cheyenne River Agency), Lower Yanktonnais, Sioux Indians (Crow Creek Agency), Lower Brule Sioux Indians (Lower Brule Agency); Ogallala Sioux Indians (Pine Ridge Agency), Brule, Loafer, Wahzahzah, Minneconjou, and mixed Sioux Indians (Rosebud Agency), and Upper Yanktonnais, Lower Yanktonnais, Uncapapa, and Blackfoot Sioux Indians (Standing Rock Agency), severally occupying the Sioux Indian Reservation, Territory of Dakota, parties of the first part, and the Chicago, Milwaukee and Saint Paul Railway Company, party of the second part—grants to said company:

1st. The right to hold and occupy not less than 1,000 acres of land at the eastern terminus of said railway company, on the west bank of the Missouri, at or near the mouth of American Crow Creek, Dakota Territory, for freight and passenger depots, &c., to be occupied under such regulations as the Secretary of the Interior may prescribe, and to be located as soon as surveys can be made.

2d. The right to construct, operate, and maintain a line of railway commencing at a point on the west bank of the Missouri, at or near the mouth of American Crow Creek, running in a westerly direction through the reserve; also the right to occupy and hold a strip of land not exceeding 200 feet in width, extending the entire length of said line across the reserve.

3d. The right to occupy and hold along the line of road, exclusively for railway purposes, not exceeding 160 acres of land at any one point.

4th. The right to open and use a wagon road upon the line of said railway, with the privilege of connecting the same with the Black Hills wagon road intersecting or near said railway.

Consideration to be paid by the railway company as follows:

(a) In respect of the 1,000 acres west of the Missouri, \$5 per acre, prior to commencement of construction of the road.

(b) For right of way, at the rate of \$110 per mile—one-half to be paid prior to construction, the residue after completion of 100 miles of road.

(c) For station lands, \$4 per acre, payment to be made at such time and in such manner as the Secretary of the Interior may direct.

The above-mentioned agreement is signed by the chiefs, headmen, and heads of a majority of families of the Ogallala Sioux Indians (Pine Ridge Agency), Brule, Loafer, Wahzahzah, Minneconjou, and mixed Sioux (Rosebud Agency), Lower Yanktonnais Sioux (Crow Creek Agency), Lower Brule Sioux (Lower Brule Agency), and Two Kettle, Sans Arc, Minneconjou, and Blackfoot Sioux (Cheyenne River Agency).

No. 2.—Similar agreement of same date and between the same parties signed by the chiefs, headmen, and heads of a majority of families of the Upper and Lower Yanktonnais, Uncapapa, and Blackfoot Sioux (Standing Rock Agency).

No. 3.—Supplemental agreement dated November 10, 1880, by which the Chicago, Milwaukee and Saint Paul Railway Company agree to pay to individual Lower Brule Sioux Indians the value of their improvements on the lands west of the Missouri River at or near the mouth of American Crow Creek, to be selected under said agreement of November 2, 1880.

No. 4.—Agreement dated November 13, 1880, between the chiefs, headmen, and heads of families of a majority of Lower Yanktonnais Sioux Indians at Crow Creek Agency, Dakota Territory, and Spotted Tail and White Thunder, chief of the Brule, Loafer, Wahzabzah, Minneconjou, and mixed Sioux Indians, severally occupying the Sioux Indian Reservation in the Territory of Dakota, parties of the first part, and the Chicago, Milwaukee and Saint Paul Railway Company of the second part, grants to said company :

1. The right to hold and occupy not less than _____ acres of land at the western terminus of said railway on the eastern bank of the Missouri River at or near the mouth of American Creek, for freight and passenger depots, &c., to be occupied under such regulations as the Secretary of the Interior may prescribe, and to be definitely located as soon as surveys can be made.

2. The right to construct, operate, and maintain a line of railway over and across the Crow Creek Reserve on the east side of the Missouri, running in a westerly direction; also the right to occupy and hold for railway purposes a strip of land not exceeding 200 feet in width over and across said reserve, consideration to be paid by the railway company as follows:

(a) In respect of land to be selected on the eastern bank of the Missouri River for freight and passenger depots, &c., \$5 per acre.

(b) For right of way, \$4 per acre prior to construction of the road. Payment to be made in such manner as the Secretary of the Interior may direct.

Said agreements of November 2, 10, and 13, 1880, were severally approved, as executed, by the Secretary of the Interior, January 3, 1881, except as to the agreement of November 13 with the Crow Creek Indians, which was modified by indorsement limiting the land to be selected at the western terminus on the east bank of the river for freight and passenger depots to 200 acres, and to 160 acres for station grounds at points east of said terminus.

On the same date the Secretary of the Interior approved the maps of preliminary survey of the road as projected from Brule Agency westward through the Sioux Reserve.

By memorandum in writing, dated January 5, 1881, the Chicago, Milwaukee and Saint Paul Railway Company waived and relinquished the right to occupy more than 640 acres of the 1,000 acres of land west of the Missouri River granted by the agreement of November 2, 1880.

On the 18th January, 1881, said railway company filed in the Department a bond in the sum of \$30,000, for the faithful performance of said agreements, and in other respects, for protection of the Indians, which was approved by the Secretary of the Interior January 20, 1881.

On the 25th November, 1881, said railway company filed in the Department a plat of the 640 acres west of the Missouri River, selected under the agreement of November 2, 1880; also a plat of 188 acres on the Crow Creek Reserve east of the river, selected under the agreement of November 13, 1880; also a map of the line of road as constructed upon the Crow Creek Reserve under the terms of said last mentioned agreement. Said maps were severally approved by you on the 6th October, 1882.

Under said agreements the Chicago, Milwaukee and Saint Paul Railway Company has made the following payments to the Department for the use of the Sioux Indians, viz:

October 8, 1881, for section 640 acres west of Missouri River, at \$5 per acre.....	\$3,200 00	
For 10 stations, 20 acres each, 200 acres west of river, at \$4 per acre.....	800 00	
For 90 ¹ / ₁₀ miles (half length) of track west of river, at \$110 per mile.....	9,911 00	
		13,911 00
October 13, 1882, for 121.19 acres right of way through Crow Creek Reserve, at \$4 per acre	\$484 76	
For 188 acres depot grounds at Chamberlain east of Missouri, at \$5 per acre.....	940 00	
		1,424 76
Total amount paid.....		15,335 76

which amount has been deposited in the Treasury, pending Congressional action on said agreements.

Under the provisions of the supplemental agreement of November 10, 1880 (No. 3), the improvements of the Lower Brule Indians on the 640 acre tract, west of the Missouri, have been appraised at the total sum of \$1,743.50. This amount, I understand, the Chicago, Milwaukee and Saint Paul Railway Company is ready to pay at any time upon approval of said agreement and appraisal.

In accordance with the instructions contained in Department letter of the 10th March last, I now have the honor to submit the draft of a bill to accept and ratify

said several agreements, as made, for transmission to Congress, for its consideration and action.

Full copies of the several agreements are set out in the bill.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

A BILL to accept and ratify certain agreements made with the Sioux Indians, and to grant a right of way to the Chicago, Milwaukee and Saint Paul Railway Company through the Sioux Reservation in Dakota.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That four certain agreements now on file in the Department of the Interior bearing date, respectively, the second, tenth, and thirteenth days of November, eighteen hundred and eighty, made between the several tribes and bands of Sioux Indians occupying the great Sioux Reservation in the Territory of Dakota, acting under the supervision and by and with the approval of the Secretary of the Interior, of the one part, and the Chicago, Milwaukee and Saint Paul Railway Company, a corporation organized under the laws of the State of Wisconsin, of the other part, be and the same are hereby ratified and confirmed; and that a right of way through said reservation, not exceeding two hundred feet in width, with the use and occupancy of grounds adjacent thereto for depots, stations, machine shops, and so forth, as mentioned in said agreements, and according to the plans of route and survey already or hereafter to be filed and approved in the Department of the Interior, be and the same are hereby granted to the said Chicago, Milwaukee and Saint Paul Railway Company, its successors and assigns. Said agreements are respectively in the words and figures following, that is to say:

"Articles of agreement made and entered into this 2d day of November, 1880, between the undersigned chiefs, headmen, and heads of families of a majority of the Two Kettle, Sans Arc, Minneconjou, and Blackfeet Sioux Indians (Cheyenne River Agency); Lower Yanktonnais Sioux Indians (Crow Creek Agency); Lower Brule Sioux Indians (Lower Brule Agency); Ogallalla Sioux Indians (Pine Ridge Agency); Brule, Loafer, Wabzahzah, Minneconjou and mixed Sioux Indians (Rosebud Agency), and Upper Yanktonnais, Lower Yanktonnais, Uncapapa, and Blackfeet Sioux Indians, (Standing Rock Agency), severally occupying the Sioux Indian Reservation in the Territory of Dakota, parties of the first part, and the Chicago, Milwaukee and Saint Paul Railway Company of Milwaukee, in the State of Wisconsin, party of the second part, its successors and assigns, witnesseth:

"That said tribes of Sioux Indians do hereby grant the said railway company, its successors and assigns, the right to hold and occupy not less than one thousand acres of land as the eastern terminus of said railway company on the western bank of the Missouri River at or near the mouth of American Crow Creek, in said Territory, for freight and passenger depots, warehouses, machine shops and foundries, steamboat and ferry landings, for all other railway purposes, for the residence of its employés, and for no other purposes, and to be occupied under such regulations as the Secretary of the Interior may prescribe for the protection of the Indians; said one thousand acres to be definitely located by said railway company as soon as the necessary surveys have been made to determine the point at which the road of said company shall strike the Missouri River. In consideration whereof the said company, party of the second part, doth hereby for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the Territory above named, pay, or cause to be paid, to the United States or its regularly authorized agent or agents, for the sole use and benefit of the said Indians, parties of the first part, the sum of five dollars per acre for the lands located on the Missouri River, as hereinbefore described, to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct; it is further agreed that, for the consideration hereinafter mentioned, the said Indians, parties of the first part, do hereby consent and agree that the said company, party of the second part, its successors and assigns, shall have the free and undisturbed right to locate, construct, operate, and maintain its line of railway, commencing at a point on the west bank of the Missouri River at or near the mouth of American Crow Creek, running in a westerly direction on the line surveyed and located by the Chicago, Milwaukee and Saint Paul Railway Company over and across the Great Sioux Indian Reservation in Dakota Territory; and the right is hereby granted to occupy and hold for the use of the said railway company, its successors and assigns, a strip of land not exceeding two hundred feet in width extending the entire length of said line of railway over and across the Great Sioux Indian Reservation in said Territory of Dakota. In consideration whereof the said railway company, party of the second part, doth hereby for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construc-

tion of its said road through the Territory above named, pay, or cause to be paid, to the United States or its regularly authorized agent or agents, for the sole use and benefit of the said Indians, parties of the first part, the sum of one hundred and ten dollars per mile, not exceeding two hundred feet in width, for the land located on the line as surveyed by the Chicago, Milwaukee and Saint Paul Railway Company, as shown by plats thereof, filed by said railway company with the honorable the Secretary of the Interior on the — day of —, 1880.*

"It is further covenanted and agreed by the said railway company, party of the second part, its successors and assigns, that upon the commencement or beginning of the work of constructing said railway, a sum of money equal to one-half of the full amount to be paid for the sole use and benefit of said Indians, parties of the first part, shall be paid at such places, at such times, and in such manner as the honorable the Secretary may hereafter direct.

"It is further covenanted and agreed that upon the commencement or beginning of the work of constructing the said railway beyond one hundred miles distant from the Missouri River, the said railway company, party of the second part, its successors and assigns, shall pay to the said Indians, parties of the first part, the remaining one-half and residue of the amount of money herein stipulated for the construction and operation of said railway, to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct.

"It is further covenanted and agreed that the Chicago, Milwaukee and Saint Paul Railway Company, its successors and assigns, shall have the right to occupy and hold along the line of said railway, exclusively for railway purposes, not exceeding one hundred and sixty acres of land at any one point, the consideration therefor being four dollars per acre, the same to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct.

"It is further covenanted and agreed that the said railway company, its successors and assigns, shall have the right to open and use for the purpose of constructing and operating said railway, a wagon road upon the line of said railway as located by the engineers of said railway company, together with the privilege of connecting the same with the Black Hills or with any wagon road intersecting or near the line of said railway over and across the Great Sioux Indian Reservation.

"And for the considerations aforesaid, the said Indians, parties of the first part, do hereby solemnly bind themselves and the tribes to which they respectively belong, at all times hereafter to protect the said Chicago, Milwaukee and Saint Paul Railway Company, party of the second part, its successors and assigns, and its employes, in the peaceful location, construction, and operation of its said railway over and across the Great Sioux Indian Reservation.

"The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs, headmen, and heads of a majority of families of the various Sioux Indians receiving rations and annuities at the agencies hereinbefore mentioned in the said Territory of Dakota, do hereby consent and agree to all stipulations therein contained.

"Witness our hands and seals at Rosebud Agency, in the Territory of Dakota, this 2d day of November, 1880, for the Ogalala Sioux, of Pine Ridge Agency.

Red Cloud, his x mark.	Dont Braid His Hair, his x mark.
Young-man-afraid-of-his-horses, his x mark.	White Cow Killer, his x mark.
White Bird, his x mark.	High Bear, his x mark.
Red Dog, his x mark.	Afraid of Bear, his x mark.
Blue Horse, his x mark.	Bad Wound, his x mark.
Three Stars, his x mark.	Weazle Bear, his x mark.
Three Bears, his x mark.	Fire Lightning, his x mark.
Daylight, his x mark.	Black Bird, his x mark.
Slow Bull, his x mark.	Iron Horse, his x mark.
No Water, his x mark.	Lone Wolf, his x mark.
Black Bear, his x mark.	Cloud Shield, his x mark.
High Wolf, his x mark.	Sorrel Horse Owner, his x mark.
No Flesh, his x mark.	Eagle Horn, his x mark.
Sword, his x mark.	Yellow Bear, his x mark.
Big Foot, his x mark.	Charging Shield, his x mark.
Little Crow, his x mark.	Black Bear, jr., his x mark.
Grass, his x mark.	

"We certify that the foregoing agreement was read and explained by us, and was fully understood by the above-named Indians before signing the same.

"LOUIS RICHARD,

"LOUIS ROBIDEAUX,

"FRANK MERRIVALE, his x mark,

"Official Interpreters.

"Witness: HENRY LELAR.

* Map of preliminary survey filed, January 3, 1881.

"Attest: W. H. Stanton, Major and Paymaster, U. S. A.; John G. Bourke, 1st Lieut. 3d Cavalry, Aide-de-camp; A. Culacomb, 2d Lieut., 5th Cavalry; V. T. McGillycuddy, U. S. Indian Agent; John Cook, U. S. Indian Agent; Robert S. Gardner, U. S. Indian Inspector; S. S. Merrill, General Manager C., M. & St. Paul Railway Company, by J. Lawler.

"Chiefs and headmen and heads of families for the Rosebud Agency Indians.

Spotted Tail, his x mark.	Spotted Tail, jr., his x mark.
White Thunder, his x mark.	White Bear, his x mark.
Swift Bear, his x mark.	Holy, his x mark.
Tall Lance, his x mark.	Afraid of Bear, his x mark.
Stranger Horse, his x mark.	White Shield, his x mark.
He Dog, his x mark.	Rain Water, his x mark.
Ring Thunder, his x mark.	White Lance, his x mark.
Eagle Hawk, his x mark.	Running Shield, his x mark.
Sky Bull, his x mark.	Iron Tail, his x mark.
Chasing Hawk, his x mark.	Shooting Cat, his x mark.
Beans, his x mark.	Black Horn, his x mark.
White Tail, his x mark.	Walking Eagle, his x mark.
White Crane Walking, his x mark.	Crazy Hawk, his x mark.
Quick Bear, his x mark.	Dog Trail, his x mark.
Good Voice, his x mark.	Swift Hawk, his x mark.
Pine Shooter, his x mark.	Make Noise in the Woods, his x mark.
Windy A, his x mark.	Long Face, his x mark.
Milk, his x mark.	Little Hawk, his x mark.
Mule Head, his x mark.	Jumping Thunder, his x mark.
White Thunder, his x mark.	White Paints His Ears, his x mark.
Standing Elk, his x mark.	Big Head, his x mark.
Calf Skin Robe, his x mark.	Medicine Horse, his x mark.
Four Horns, his x mark.	

"We certify that the foregoing agreement was read and explained by us, and was fully understood by the above-named Indians before signing the same.

"LOUIS RICHARD,

"LOUIS ROBIDEAUX,

"FRANK MERRIVALE, his x mark.

"Official Interpreters.

"Witness: HENRY LELAR.

"Attest: W. H. Stanton, Major & Paymaster, U. S. A.; John G. Bourke, 1st Lieut., 3d Cavalry, Aide-de-camp; A. Culacomb, 2d Lieut. 5th Cav.; V. T. McGillycuddy, U. S. Ind. Agt.; John Cook, U. S. Ind. Agt.; Robert S. Gardner, U. S. Indian Inspector; S. S. Merrill, Genl. Manager C. M. & St. Paul Rail W. Co., by J. Lawler.

"Chiefs, headmen, and heads of families of Lower Yanktonai Sioux Indians at Crow Creek Agency, Dakota Territory.

White Ghost, his x mark.	Left Hand, his x mark.
Chasing Bear, his x mark.	Pratt, his x mark.
Wizi, his x mark.	With Tail, his x mark.
Crow Man, his x mark.	Went After Bear, his x mark.
Blowing or Drifting Goose, his x mark.	Burnt Prairie, his x mark.
Brother, his x mark.	Yellow Man, his x mark.
Talking Crow, his x mark.	Back Ward, his x mark.
Surrounded, his x mark.	Don't Know How, his x mark.
Not Afraid of Bear, his x mark.	Black Eagle, his x mark.
Splits, his x mark.	Bowed Head, his x mark.
Dog Back, his x mark.	Slapping, his x mark.
Round Head, his x mark.	Standing Soldier, his x mark.
John Throw-away, his x mark.	White Dog, his x mark.
Fast Walker, his x mark.	Owl Head, his x mark.
George Banks, his x mark.	Long Coyotte, his x mark.
Black Eagle, his x mark.	Afraid of Shooting, his x mark.
Bad Moccasin, his x mark.	

"I certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Indians before signing the same.

"MARK WELLS,

"Official Interpreter.

"Dated Crow Creek Agency, November 12, 1880.

"Attest: Wm. E. Dougherty, Capt. U. S. A., act'g agent; A. C. Bergen, A. A. Surgeon, U. S. A.; Frank O. Elliott, overseer & storekeeper; Robert S. Gardner, U. S. Indian inspector; S. S. Merrill, gen'l manager Chicago, Milwaukee and Saint Paul Railway Company, by J. Lawler.

"The chiefs, headmen, and heads of families of the Lower Brule Sioux Indians at Washington, D. C.

Iron Nation, his x mark.	Little Pheasant, his x mark.
Medicine Bull, his x mark.	Bull Head, his x mark.
Dead Hand, his x mark.	Big Mane, his x mark.
Handsome Elk, his x mark.	Bear Bird, his x mark.

"I certify that the foregoing was fully explained by me and understood by the above-named Indians before signing.

"MARK WELLS,

"*Interpreter.*

"ALEXANDER RENCOUNTRE,

"*Chief Herder and Acting Interpreter.*

"Dated Washington, D. C., Dec. 31, 1880.

"The chiefs, headmen, and heads of families of the Cheyenne River Sioux Indians at Washington, D. C.

Rattling Rib, his x mark.	Blue Coat, his x mark.
Little No Heart, his x mark.	Four Bear, his x mark.

"I certify that the foregoing was explained by me and fully understood by the above-named Indians before signing.

"MARK WELLS,

"*Interpreter.*

"ALEXANDER RENCOUNTRE,

"*Chief Herder and Act'g Interpreter.*

"Dated Washington, D. C., Dec. 31st, 1880.

"S. S. MERRILL,

"*Gen'l Manager Chicago, Milwaukee and*

"*Saint Paul Railway Company,*

"By J. LAWLER.

"Day and date above written.

"DEPT. OF THE INTERIOR, January 3, 1881.

"The within agreement is hereby approved.

"C. SCHURZ,

"*Secretary.*"

"Articles of agreement made and entered into this 2nd day of November, 1880, between the undersigned chiefs, headmen, and heads of families of a majority of the Upper and Lower Yanktonais, Uncapapas, and Blackfeet Sioux Indians, Standing Rock Agency; Two Kettle, Sans Arc, Minneconjon, and Blackfeet Sioux Indians, Cheyenne River Agency; Lower Yanktonais Sioux Indians, Crow Creek Agency; Lower Brule Sioux Indians, Lower Brule Agency; Ogalala Sioux Indians, Pine Ridge Agency; Brule, Loafer, Wahzahzah, Minneconjon, and mixed Sioux Indians, Rosebud Agency; severally occupying the Sioux Indian Reservation in the Territory of Dakota, parties of the first part, and the Chicago, Milwaukee and St. Paul Railway Company, of Milwaukee, in the State of Wisconsin, party of the second part, witnesseth:

"That the said tribes of Sioux Indians do hereby grant the said railway company, its successors and assigns, the right to hold and occupy not less than one thousand acres of land at the eastern terminus of said railway company on the western bank of the Missouri River, at or near the mouth of American Crow Creek in said Territory, for freight and passenger depots, warehouses, machine shops and foundries, steamboat and ferry landings; for all other railway purposes; for the residence of its employes, and for no other purposes; and to be occupied under such regulations as the Secretary of the Interior may prescribe for the protection of the Indians; said one thousand acres to be definitely located by said railway company as soon as the necessary surveys have been made to determine the point at which the road of said company shall strike the Missouri River. In consideration whereof, the said company, party of the second part, doth hereby, for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the Territory above named, pay or cause to be paid to the Uni-

ted States or its regularly authorized agent or agents for the sole use and benefit of the said Indians, parties of the first part, the sum of five dollars per acre for the lands located on the Missouri River, as hereinbefore described, to be paid at such place, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct. It is further agreed that for the consideration herein-after mentioned, the said Indians, parties of the first part, do hereby consent and agree that the said company, party of the second part, its successors and assigns, shall have the free and undisturbed right to locate, construct, operate, and maintain its line of railway, commencing at a point on the west bank of the Missouri River at or near the mouth of American Crow Creek running in a westerly direction on the line surveyed and located by the Chicago, Milwaukee and Saint Paul Railway Company, over and across the Great Sioux Indian Reservation in Dakota Territory; and the right is hereby granted to occupy and hold for the use of the said railway company, its successors and assigns, a strip of land not exceeding two hundred feet in width, extending the entire length of said line of railway over and across the Great Sioux Indian Reservation in said Territory of Dakota. In consideration whereof the said railway company, party of the second part, doth hereby for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the Territory above named, pay or cause to be paid to the United States or its regularly authorized agent or agents for the sole use and benefit of the said Indians, parties of the first part, the sum of one hundred and ten dollars per mile, not exceeding two hundred feet in width for the lands located on the line as surveyed by the Chicago, Milwaukee and St. Paul Railway Company, as shown by plats thereof filed by said railway company with the honorable the Secretary of the Interior on the — day of —, 1880.

"It is further covenanted and agreed by the said railway company, party of the second part, its successors and assigns, that upon the commencement or beginning of the work of constructing said railway, a sum of money equal to one-half of the full amount to be paid for the sole use and benefit of said Indians, parties of the first part, shall be paid at such places, at such times, and in such manner as the honorable, the Secretary of the Interior may hereafter direct. It is further covenanted and agreed that upon the commencement or beginning of the work of constructing the said railway beyond one hundred miles distant from the Missouri River, the said railway company, party of the second part, its successors and assigns, shall pay to the said Indians, parties of the first part, the remaining one-half and residue of the amount of money herein stipulated for the construction and operation of said railway, to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct.

"It is further covenanted and agreed that the Chicago, Milwaukee and St. Paul Railway Company, its successors and assigns, shall have the right to occupy and hold along the line of said railway, exclusively for railway purposes, not exceeding one hundred and sixty acres of land at any one point, the consideration thereof being four dollars per acre, the same to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct.

"It is further covenanted and agreed that the said railroad company, its successors and assigns, shall have the right to open and use for the purpose of constructing and operating said railway a wagon road upon the line of said railway, as located by the engineers of said railway company, together with the privilege of connecting the same with the Black Hills, or with any wagon road intersecting or near the line of said railway over and across the Great Sioux Indian Reservation.

"And for the considerations aforesaid the said Indians, parties of the first part, do hereby solemnly bind themselves and the tribes to which they respectively belong, at all times hereafter to protect the said Chicago, Milwaukee and Saint Paul Railway Company, party of the second part, its successors and assigns, and its employés in the peaceful location, construction, and operation of its said railway over and across the Great Sioux Indian Reservation.

"The foregoing articles of agreement having been fully explained to us in open council, we the undersigned, chiefs, headmen, and heads of a majority of families of the various Sioux Indians receiving rations and annuities at the agencies hereinbefore mentioned, in the said Territory of Dakota, do hereby consent and agree to all stipulations herein contained.

"Witness our hands and seals at Standing Rock, in the Territory of Dakota, this — day of December, 1880, for the Upper and Lower Yanktonnais, Uncapapas, and Black-foot Indians of the Sioux Nation.

Chief John Grass, x his mark. (Seal.)

Chief Two Bears, x his mark. (Seal.)

Chief Thunder Hawk, x his mark. (Seal.)

Chief Big Head, x his mark. (Seal.)

Bear Ribs, x his mark. (Seal.)

Eagle Walking, x his mark. (Seal.)

Little Bird, x his mark. (Seal.)

Red Earth, x his mark. (Seal.)

Looking Crow, x his mark. (Seal.)

Fast Horse, x his mark. (Seal.)

Bear's Face, x his mark. (Seal.)	Rushing Thunder, x his mark. (Seal.)
Walking Shooting, x his mark. (Seal.)	Afraid of Bear, x his mark. (Seal.)
Long Soldier, x his mark. (Seal.)	Takes the Gun, x his mark. (Seal.)
Red Bull, x his mark. (Seal.)	Mouse Eye, x his mark. (Seal.)
Cotton Wood, x his mark. (Seal.)	Bob Tail Bear, x his mark. (Seal.)
Scared Eagle, x his mark. (Seal.)	Pretended Eagle, x his mark. (Seal.)
Wolf Necklace, x his mark. (Seal.)	No Heart, x his mark. (Seal.)
Bull Head, x his mark. (Seal.)	Sitting Elk, x his mark. (Seal.)
Drags the Wood, x his mark. (Seal.)	Scarlet Necklace, x his mark. (Seal.)
Blue Thunder, x his mark. (Seal.)	Crazy Walking, x his mark. (Seal.)
Grey Dog, x his mark. (Seal.)	William Halsey, x his mark. (Seal.)
Fire Heart, jr., x his mark. (Seal.)	Black Horse, x his mark. (Seal.)
Gage, x his mark. (Seal.)	Broken Head, x his mark. (Seal.)
Wild Bear, x his mark. (Seal.)	Spotted Face, x his mark. (Seal.)
Follows the Woman, x his mark. (Seal.)	Joseph Primeau.

"I certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Indians before signing the same.

"CHARLES PRIMEAU,
"Official Interpreter.

"Dated Standing Rock Agency, December 13, 1880.

"Attest: J. A. Stephan, U. S. Indian agent; E. Butler, Capt. 5th Inf'ty., U. S. A.; James H. Stewart, clerk, Standing Rock Agency; Hermann Karberg, Indian trader; Robert S. Gardner, U. S. Indian inspector; S. S. Merrill, gen. manager C., M. & St. Paul Railway Co., by Jos. Rankin.

"DEPARTMENT OF THE INTERIOR, *January 3, 1881.*

"The within agreement is hereby approved.

"C. SCHURZ."
"Secretary.

"DEPARTMENT OF THE INTERIOR,
"Washington, *January 5, 1881.*

"Whereas, by the terms of the recent agreements entered into by and between the Chicago, Milwaukee and St. Paul Railway Company and the Sioux Indians of the various tribes living upon what is known as the Great Sioux Reservation in Dakota Territory for the granting of a right of way, &c., to said company through and across said reservation, which agreements were approved by the honorable the Secretary of the Interior on the 3rd day of January, 1881, it was provided that the said company should have the right to hold and occupy one thousand acres of land at the terminus of said road on the western bank of the Missouri River upon said reservation upon the payment of the sum of five dollars (\$5.00) per acre, at time and manner as prescribed in said agreements: Now I, John Lawler, on behalf of said railway company, do hereby agree that if the said Indians shall so request, prior to the time when it shall become necessary for said railway company to go upon said land at said terminus, to relinquish all right to take, hold, and occupy more than six hundred and forty acres of land at said terminus, to be chosen and surveyed as provided for by the terms of the agreements hereinbefore referred to.

"J. LAWLER,
"For Chicago, Milwaukee and Saint Paul Railway Company."

Supplemental agreement.

(Signed in duplicate.)

"Whereas an agreement has been made and entered into by and between the several tribes of the Sioux Nation and the Chicago, Milwaukee and Saint Paul Railway Company; and whereas by the terms of which agreement the right of way is granted to said railway company to construct, maintain, and operate its railway across the Great Sioux Reservation, together with the right to use, hold, and occupy certain other lands described in the aforesaid agreement, it is hereby further understood and agreed by and between the parties aforesaid that the said railway company shall pay to the individual occupants of lands at Lower Brule embraced in the aforesaid agreement, such additional compensation for the improvements made on their lands by said occupants as may be agreed upon by and between the aforesaid railway company and a commission appointed by the Secretary of the Interior and one commissioner selected by the Indians.

"It is further understood and agreed that the sum determined to be paid by said com-

mission shall be paid to the individual occupants or in such other manner as the Secretary of the Interior may direct.

"Witness our hand and seal this day affixed to the foregoing agreement.

"Lower Brule Agency, Dakota, Novbr. 10th, A. D. 1880.

[SEAL.]

"J. LAWLER,

"For Chicago, Milwaukee and Saint Paul Railway Company."

"DEPARTMENT OF THE INTERIOR, January 3, 1881.

"The within supplemental agreement is hereby approved.

"C. SCHURZ,

"Secretary.

"Articles of agreement made and entered into this 13th day of November, 1880, between the undersigned chiefs, headmen, and heads of families of a majority of the Lower Yanktonais Sioux Indians at Crow Creek Indian Agency, Dakota T'y, and Spotted Tail and White Thunder, chiefs of the Brule, Loafer, Wahzahzah, Minneconjou, and mixed Sioux Indians, severally occupying the Sioux Indian Reservation, in the Territory of Dakota, parties of the first part, and the Chicago, Milwaukee and St. Paul Railway Company of Milwaukee, in the State of Wisconsin, party of the second part, witnesseth:

"That said tribes of Sioux Indians do hereby grant the said railway company, its successors and assigns, the right to hold and occupy not less than acres of land at the western terminus of said railway on the eastern bank of the Missouri River, at or near the mouth of American Creek in said Territory, for freight and passenger depots, warehouses, machine-shops and foundries, steamboat and ferry landings, and for all other railway purposes; for the residence of its employes, and for no other purposes, and to be occupied under such regulations as the Hon. Secretary of the Interior may prescribe for the protection of the Indians, said acres of land to be definitely located by said railway company as soon as the necessary surveys have been made to determine the point at which the road of said company shall strike the Missouri River.

"In consideration whereof the said railway company, party of the second part, doth hereby for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the Territory above named, pay or cause to be paid to the United States, or its regularly authorized agent or agents, for the sole use and benefit of the said Indians, parties of the first part, the sum of five dollars per acre for the lands located on the Missouri River, as hereinbefore described, to be paid at such place, at such time, and in such manner as the honorable Secretary of the Interior may hereafter direct.

"It is further agreed that, for the consideration hereinafter mentioned, the said Indians, parties of the first part, do hereby consent and agree that the said railway company, its successors and assigns, party of the second part, shall have the free and undisturbed right to locate, construct, operate, and maintain its line of railway wheresoever it touches, runs over or across the said Crow Creek Reservation, on the eastern side of the Missouri River, in said Territory of Dakota, running in a westerly direction on the line surveyed and located by the Chicago, Milwaukee and St. Paul Railway Company over and across said Crow Creek Reservation, in said Territory of Dakota; and the right is hereby granted to occupy and hold for the use of the said railway company, its successors and assigns, a strip of land not exceeding two hundred (200) feet in width, extending the entire length of said line of railway over and across the Crow Creek Indian Reservation, in said Territory of Dakota. In consideration whereof the said railway company, party of the second part, doth hereby, for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the Territory above named, pay or cause to be paid to the United States or its regularly authorized agent or agents, for the sole use and benefit of the said Indians, parties of the first part, the sum of four dollars per acre of each and every acre used and occupied by said railway company within the prescribed limits of two hundred feet wide, extending the entire length of said line over and across and through the Crow Creek Indian Reservation, in said Territory of Dakota, to be paid at such place, such time, and in such manner as the honorable Secretary of the Interior may hereafter direct.

"And for the considerations aforesaid, the said Indians, parties of the first part, do hereby solemnly bind themselves and the tribes to which they respectively belong, at all times hereafter to protect the said Chicago, Milwaukee and Saint Paul Railway Company, its successors and assigns, party of the second part, and its employes, in the peaceful location, construction, and operation of its said railway over and across the Crow Creek Indian Reservation in said Territory of Dakota.

"The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs, headmen, and heads of a majority of families

of the Lower Yanktonais tribe of Sioux Indians, receiving rations and annuities at Crow Creek Indian Agency in the Territory of Dakota, Spotted Tail and White Thunder, chiefs of the Brule, Loafer, Wahzahzah, Minneconjou, and mixed Sioux Indians at Rosebud Agency, in said Territory of Dakota, by authority of power of attorney herewith attached and made part of this agreement, do hereby consent and agree to all stipulations therein contained.

"Witness our hands and seals at Crow Creek Agency, in the Territory of Dakota, this 13th day of November, 1880.

White Ghost, his x mark. [Seal.]
 Chasing Bear, his x mark. [Seal.]
 Wizi, his x mark. [Seal.]
 Crow Man, his x mark. [Seal.]
 Drifting Goose, his x mark. [Seal.]
 Brother, his x mark. [Seal.]
 Talking Crow, his x mark. [Seal.]
 Surrounded, his x mark. [Seal.]
 Not Afraid of Bear, his x mark. [Seal.]
 Splits, his x mark. [Seal.]
 Dog Back, his x mark. [Seal.]
 Round Head, his x mark. [Seal.]
 Fast Walker, his x mark. [Seal.]
 John Thrown-away, his x mark. [Seal.]
 George Banks, his x mark. [Seal.]
 Fast Walker, his x mark. [Seal.]
 Black Eagle, his x mark. [Seal.]

Bad Moccasin, his x mark. [Seal.]
 Left Hand, his x mark. [Seal.]
 Pratt, his x mark. [Seal.]
 With Tail, his x mark. [Seal.]
 Went After Bear, his x mark. [Seal.]
 Burnt Prairie, his x mark. [Seal.]
 Yellow Man, his x mark. [Seal.]
 Don't Know How, his x mark. [Seal.]
 Black Eagle, his x mark. [Seal.]
 Bowed Head, his x mark. [Seal.]
 Slapping, his x mark. [Seal.]
 Standing Soldier, his x mark. [Seal.]
 White Dog, his x mark. [Seal.]
 Owl Head, his x mark. [Seal.]
 Long Coyotte, his x mark. [Seal.]
 Afraid of Shooting, his x mark. [Seal.]

"I certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Indians before signing the same.

"MARK WELLS,
 "Official Interpreter.

Spotted Tail, his x mark, [Seal.]

White Thunder, his x mark, [Seal.]

for and on behalf of the Brule, Loafer, Wahzahzah, Minneconjou, and mixed Sioux Indians at Rosebud Agency, as contained in power of attorney herewith attached.

"Witness to marks of Indians signing this agreement:

"JOHN C. BEVERIDGE,
 "Office and Issue Clerk.
 "M. P. POMEROY,
 "Agency Physician.
 "ROBERT TURNER,
 "Brule Agency Physician.
 "JAMES N. EBY.
 "ROBERT S. GARDNER,
 "U. S. Indian Inspector.
 "S. S. MERRILL,
 "General Manager Chicago, Milwaukee and Saint Paul Railway Company.
 "By J. LAWLER."

"DEPARTMENT OF THE INTERIOR,
 "January 3, 1881.

"The within agreement is hereby approved, with the proviso that the said railway company shall be entitled under the same to land at the western terminus of their road on the eastern bank of the Missouri River, to an amount not to exceed two hundred acres; and in traversing the Sioux Reservation east of said river in approaching said terminus, to a strip of land not exceeding 200 feet in width, and not to exceed 160 acres for depot grounds at each of such points east of said terminus as may be necessary, to be paid for at the rates herein agreed upon.

"C. SCHURZ,
 "Secretary.

"Know all men by these presents that we, the undersigned chiefs, headmen, and heads of a majority of families of the Ogalala Sioux Indians (Pine Ridge Agency), and the Brule, Loafer, Wahzahzah, Minneconjou, and mixed Sioux Indians (Rosebud Agency), in the Territory of Dakota, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Spotted Tail and White Thunder, at Rosebud Agency, in the Territory aforesaid, to act for us in negotiating for the selling of certain lands to the Chicago, Milwaukee and St. Paul Railway Company, at the eastern terminus of said railway company west of the Missouri River, and lying on both sides of the American Crow Creek in the Territory aforesaid.

"In witness whereof we have hereunto set our hands this 2nd day of November, 1880.

- | | |
|---|-----------------------------------|
| Red Cloud, his x mark. | Grass, his x mark. |
| Young Man Afraid of his Horses, his x mark. | Don't Braid His Hair, his x mark. |
| White Bird, his x mark. | White Cow Killer, his x mark. |
| Red Dog, his x mark. | High Bear, his x mark. |
| Blue Horse, his x mark. | Afraid of Bear, his x mark. |
| Three Stars, his x mark. | Bad Wound, his x mark. |
| Three Bears, his x mark. | Weazle Bear, his x mark. |
| Daylight, his x mark. | Fire Lightning, his x mark. |
| Slow Bull, his x mark. | Black Bird, his x mark. |
| No Water, his x mark. | Iron Horse, his x mark. |
| Black Bear, his x mark. | Lone Wolf, his x mark. |
| High Wolf, his x mark. | Cloud Shield, his x mark. |
| No Flesh, his x mark. | Sorrel Horse Owner, his x mark. |
| Sword, his x mark. | Eagle Horse, his x mark. |
| Big Foot, his x mark. | Yellow Bear, his x mark. |
| Little Crow, his x mark. | Charging Shield, his x mark. |
| | Black Bear, jr., his x mark. |

"We certify that the foregoing agreement was read and explained by us, and was fully understood by the above-named Indians before signing the same.

"LOUIS RICHARD.
 "LOUIS ROBIDEAUX.
 "FRANK MERRIVALE, his x mark.

"Witness:
 "HENRY LELAR.
 "V. T. MCGILLYCUDDY,
 "U. S. Indian Agent.
 "ROBERT S. GARDNER,
 "U. S. Indian Inspector.

"Be it remembered that on this 2nd day of November, A. D 1880, personally appeared before me the above-named Indians, to me known to be the identical persons who executed the foregoing power of attorney, and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

"In testimony whereof I have hereunto set my hand and seal this 2nd day of November, A. D. 1880, at Rosebud Agency, D. T.

[SEAL.]

"HENRY LELAR,
 "U. S. Commissioner."

SEC. 2. That whenever the right of way and lands the use and occupancy whereof is hereby granted shall cease to be used for the purposes aforesaid, the same shall revert to the United States.

SEC. 3. That Congress hereby reserves the right at any time to alter, amend, or repeal this act or any part thereof.