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Message from the President of the United States, transmitting a communication from the Secretary of the Interior relative to the purchase of a tract of land in Oregon for an Indian training school.

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MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A communication from the Secretary of the Interior relative to the purchase of a tract of land in Oregon for an Indian training school.

MARCH 18, 1886.—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 of 16th instant from the Secretary of the Interior, submitting, with accompanying papers, a draft of a bill, prepared by the Commissioner of Indian Affairs, "to authorize the purchase of a tract of land near Salem, Oregon, for the use of the Indian training school."

The subject is presented for the consideration and action of Congress.
GROVER CLEVELAND.

EXECUTIVE MANSION, *March 18, 1886.*

DEPARTMENT OF THE INTERIOR,
Washington, March 16, 1886.

To the PRESIDENT:

I have the honor to submit herewith copy of a communication of 10th instant from the Commissioner of Indian Affairs, presenting, with accompanying papers upon the subject, a draft of a bill to authorize the purchase of a tract of land containing 84.92 acres, adjoining the farm of the Indian training school near Salem, Oreg., for the use of said school, at a sum not exceeding \$1,500, to be paid for in labor to be performed by the Indian pupils attending said school.

There is a demand for more land than is now comprised in the farm of the school, and the manner of payment for the tract to be acquired under the proposed bill avoids the necessity for any appropriation for the purpose by Congress.

The Commissioner favors the purpose of the bill, and I respectfully recommend that the matter may be presented for the favorable consideration and action of Congress.

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

L. Q. C. LAMAR,
Secretary.

INDIAN TRAINING SCHOOL IN OREGON.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 10, 1886.

SIR: Referring to your communication, dated February 17, 1886, I have the honor to transmit, herewith, draft of a bill authorizing the purchase of a tract of land containing 84.92 acres, adjoining the farm of the Indian training school near Salem, Oreg., for use of said school at a sum not exceeding \$1,500, to be paid for in labor to be performed by the Indian pupils attending said school.

George Williams and William England, on the 10th day of December, 1885, executed a bond to make a good and sufficient warrantee deed to the United States for a certain tract of land therein described, in consideration of an agreement made by John Lee, superintendent of the United States Indian Training School at Chemawa, Oreg., acting on behalf of the United States, to pay the said Williams and England within two years from the date of said bond, or such further time as may be agreed upon, the sum of \$1,500 in labor to be performed by the Indian students attending said school, said labor to consist of picking hops or such other labor as may be mutually agreed upon.

The rate to be paid for hop picking is specified in the bond.

The purchase will involve no expenditure of money by the United States.

I have the honor to recommend that the draft of the proposed bill be submitted to the President for transmission to Congress.

I inclose two copies of this report, two copies of the bill, two copies of your letter, and two copies of the bond referred to above.

Very respectfully, your obedient servant,

J. D. C. ATKINS,
Commissioner.

The Hon. SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,
Washington, February 17, 1886.

SIR: I have considered your letter of the 13th instant, submitting a bond for deed to a tract containing 84.92 acres of land adjoining the farm of the Indian training-school near Salem, Oreg., which the superintendent of that school has arranged to purchase for the United States for \$1,500, payment to be made in labor to be performed by the Indian pupils attending that school in picking hops.

As more land seems to be necessary for the training purposes of that school, I concur in your views that the land should be acquired, and in the manner indicated.

The transaction involves a purchase of land, and therefore comes within the provisions of section 3736 Revised Statutes, which provides that "No land shall be purchased on account of the United States, except under a law authorizing such purchase."

In view of this fact, the draft of a bill so framed as to authorize the purchase in the manner prescribed should be prepared to be submitted for the action of Congress. Copies of the papers in the case, and such further information as may be considered necessary for a full understanding of the matter, should also be furnished.

The papers are herewith returned.

Very respectfully,

L. Q. C. LAMAR,
Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

A BILL to authorize the purchase of a tract of land near Salem, Oregon, for the use of the Indian training school.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized and empowered to purchase for the use of the Indian training school near Salem, Oregon, a tract of land containing eighty-four and ninety-two one hundredths acres adjoining the farm of said Indian training school, at a sum not exceeding fifteen hundred dollars, payment to be made in labor to be performed by the Indian pupils attending said school.

Know all men by these presents :

That, whereas John Lee, superintendent of the United States Indian training school at Chemawa, Oregon, acting on behalf of the United States, has, in consideration of the agreement of George Williams and William England, of Salem, Oregon, to make a good and sufficient warranty deed to the United States for the premises hereinafter described, contracted to pay the said Williams and England, within two years from the date of this instrument, or such further time as may be agreed upon by the parties hereto, \$1,500 in labor to be performed by the Indian students attending said school.

And whereas it has been agreed by the parties hereto that said labor shall consist of the picking of hops by said students, or such other labor as may be mutually agreed.

And whereas it has been further agreed by all of the parties hereto, that if the market price of hops in Salem, at the time of picking the hops provided for herein do not exceed 10 cents per pound baled, the labor of said students shall be rated at 25 cents per box, and that, if the market price as above, exceed 10 cents and do not exceed 15 cents per pound, the labor of said students shall be rated at 30 cents per box, and that, if the market price as above, exceed 15 cents per pound, the labor of said students shall be rated at 35 cents per box, it being agreed that in all cases a box shall be understood as containing seven and one-half bushels of hops :

Now, therefore, this indenture witnesseth that we, George Williams and William England are held and firmly bound unto the United States of America, in the sum of \$1,500, United States gold coin, to be paid to the said the United States; for which payment well and truly to be made, we hereby bind ourselves, our heirs, and legal representatives severally, firmly by these presents.

Sealed with our seals and dated this day of December, A. D. 1885.

The condition of this obligation is such that whereas the said George Williams and William England have agreed, in accordance with the terms hereinabove set forth, to execute to the United States, for use as an Indian industrial school and farm, a good and sufficient warranty deed for the following described premises, to wit: Land in section 31 of township 6 south, range 2 west; section 36 of township 6 south, range 3 west; section 1 of township 7 south, range 3 west; and section 6 of township 7 south, range 2 west of Willamette meridian, bounded and described by beginning at the northwest corner of the William B. Stephens donation land claim, running thence south to the southwest corner of the said William B. Stephens donation land claim; thence south to the southeast corner of what is known as the Moores land, on the line of the Janet Pugh donation land claim; thence west along the north boundary line of said Pugh claim 27.30 chains to the center of the Oregon and California Railroad track where is driven an iron bar 18 inches long by $\frac{1}{2}$ by $1\frac{1}{4}$ inches; thence north $18\frac{1}{2}^{\circ}$ east along the center of said railroad track 43.54 chains to a point directly west of the northwest corner of the William B. Stephens donation claim; thence east 13.50 chains to the place of beginning, containing 84.92 acres more or less.

Now, if the said George Williams and William England shall well and faithfully perform the conditions of their agreement with the said John Lee, as above set forth, this obligation shall be void; otherwise it shall have full force and effect.

GEO. WILLIAMS.
WM. ENGLAND.

In presence of witnesses:
LENORE CHAMBERLIN.
JOHN W. MINTO.

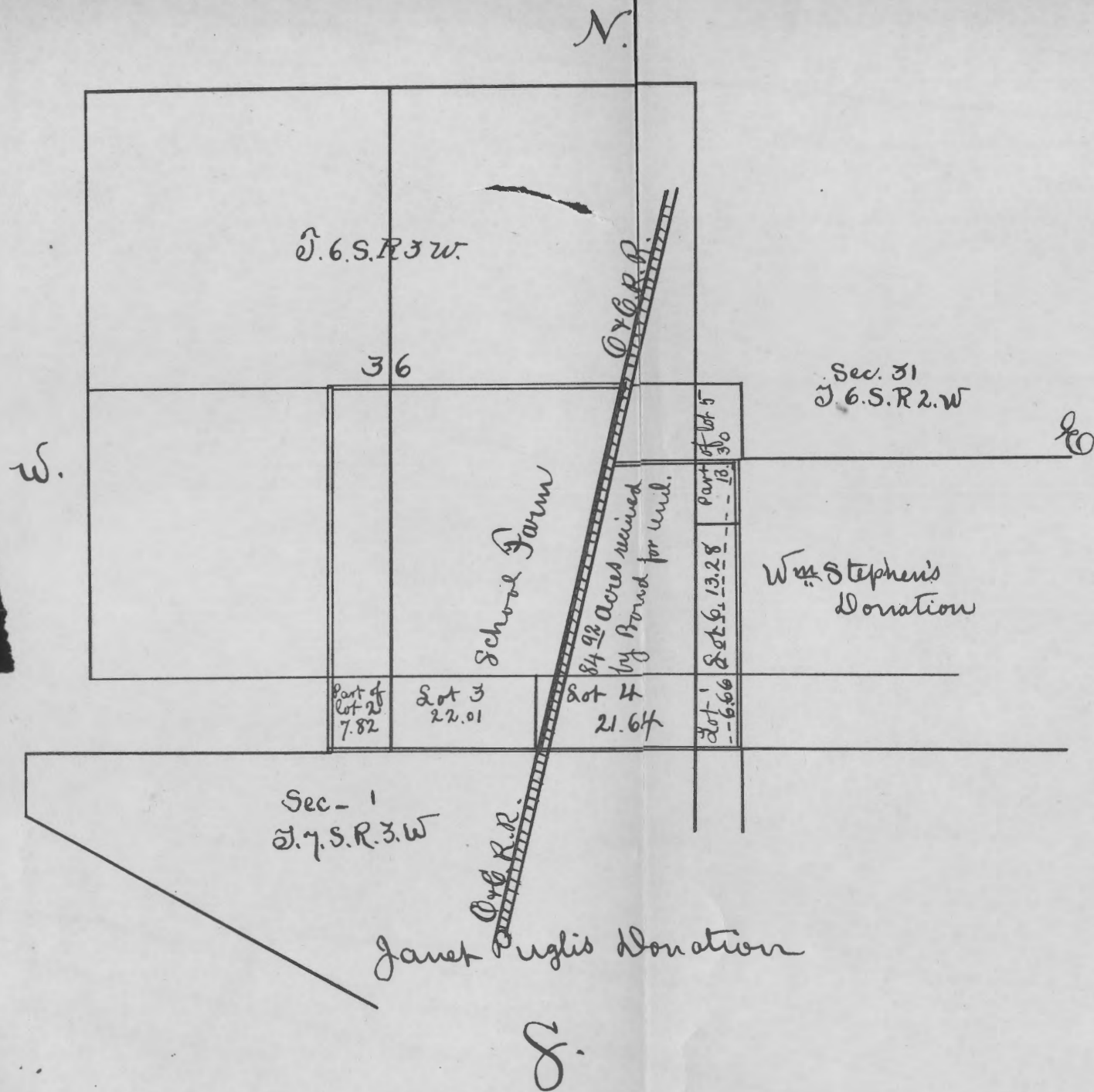
STATE OF OREGON, *County of Marion, ss:*

On this 10th day of December, 1885, personally appeared before me, county clerk of said county and State, George Williams and William England, who are each personally known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they each executed the same freely and voluntarily for the uses and purposes therein named. In witness whereof I have hereunto set my hand and official seal this 10th day of December, 1885.

M. N. CHAPMAN,

County Clerk and Clerk of the County Court of said County and State.

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