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### Agreement with the Shoshones and Arapahoes

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IN THE SENATE OF THE UNITED STATES.

MAY 8, 1896.—Referred to the Committee on Indian Affairs and ordered to be printed.

The VICE PRESIDENT presented the following

LETTER FROM THE SECRETARY OF THE INTERIOR TRANSMITTING AN AGREEMENT MADE AND CONCLUDED APRIL 21, 1896, BY AND BETWEEN JAMES M'LAUGHLIN, UNITED STATES INDIAN INSPECTOR, ON THE PART OF THE UNITED STATES, AND THE SHOSHONE AND ARAPAHOE TRIBES OF INDIANS, IN THE STATE OF WYOMING, WHEREBY THE INDIANS CEDE TO THE UNITED STATES A PORTION OF THEIR RESERVATION, EMBRACING THE OWL CREEK OR BIG HORN HOT SPRINGS.

DEPARTMENT OF THE INTERIOR,  
*Washington, May 6, 1896.*

SIR: I have the honor to transmit herewith an agreement made and concluded April 21, 1896, by and between James McLaughlin, United States Indian Inspector, on the part of the United States, and the Shoshone and Arapahoe tribes of Indians, in the State of Wyoming, whereby the Indians cede to the United States a portion of their reservation, embracing the Owl Creek or Big Horn Hot Springs.

I also transmit the report of Inspector McLaughlin, the proceedings of council had with the Indians, and a draft of a bill to ratify the agreement and provide for the survey of the southern and western boundaries of the ceded tract, together with the report of the Commissioner of Indian Affairs, dated 5th instant, in relation thereto.

The matter is presented for the favorable action of Congress.

Very respectfully,

WM. H. SIMS, *Acting Secretary.*

The PRESIDENT OF THE UNITED STATES SENATE.

DEPARTMENT OF THE INTERIOR,  
UNITED STATES INDIAN SERVICE,  
*Shoshone Agency, Wyo., April 23, 1896.*

SIR: I have the honor to transmit herewith articles of an agreement entered into at Shoshone Agency, Wyo., on the 21st day of April, 1896, by and between the undersigned, on the part of the United States, and the Shoshone and Arapahoe tribes of Indians, occupying the Shoshone Reservation, in the State of Wyoming.

Negotiations in said agreement were conducted by me under instructions dated March 25, 1896 (Land, 6150, 1896), inclosed in Department letter dated March 24, 1896 (1237, Ind. Div., 1896), under authority of law contained in the act approved March 3, 1893 (27 Stat. L., p. 633).

I arrived at Shoshone Agency on the evening of the 4th instant, after a journey of 150 miles by stage over wretchedly bad roads at this season of the year from Rawlins, Wyo., having been three days in making the trip. On Wednesday the 8th instant, I left the agency, accompanied by three Shoshone and three Arapahoe Indians, two interpreters—one from each tribe—and Mr. John Small, agency miller, to visit the Big Horn Hot Springs, situated in the northeastern corner of the Shoshone Reservation, about 70 miles distant from the agency, by the trail which crosses the Owl Creek range of mountains through what is known as the Red Canyon route. We returned by another trail, following up Owl Creek 38 miles, crossed the Owl Creek Mountains at that point, and thence into the agency, traveling a distance of 100 miles on our return trip. I returned by this route at the request of the Indians to look over the northern portion of their reservation, and that I might see if the whites, who occupy the adjacent country, were trespassing upon the timber of their reservation. Capt. R. H. Wilson, acting Indian agent, furnished me with transportation for the journey, and we were seven days in making the round trip.

I examined the springs and country surrounding them very carefully, and while I found the country very rough and broken, with numerous high buttes and deep gulches, yet the northern slopes are well sodded and furnish very fair grazing for cattle or sheep, and in the tract of 10 miles up the Big Horn River, from the mouth of Owl Creek, and 10 miles wide, secured by the cession as per inclosed agreement, there is about 1,000 acres of good arable bottom land. The Big Wind River, which has its source in the Rocky Mountains and which runs through the Shoshone Reservation trending northeast, after passing through the canyon of the Owl Mountains, is known as the Big Horn River. The canyon is a cut of solid rock through the Owl Mountains several hundred feet deep. It is about 9 miles long, with almost perpendicular rock walls. The Hot Springs are up the Big Horn River about 4 miles from the mouth of Owl Creek, and about 6 miles from the mouth of said canyon, which is about 2 miles from the southeastern corner of the ceded 10 mile tract.

The main or principal spring is on the east side of the Big Horn River, and the mountain scenery at this point is magnificent. This spring is truly wonderful; the surface is about 30 feet across, circular in form, a seething, boiling cauldron, with a temperature of  $132^{\circ}$  F., and discharging a volume of water estimated at 1,250,000 gallons every twenty-four hours. The water of this spring is said to possess wonderful curative properties and to be very beneficial for rheumatic and other ailments, and although the temperature is  $132^{\circ}$  it is not unpleasant to drink, and with salt and pepper added tastes very much like fresh chicken broth. The analysis of the water of this spring by Professor Schutzenberger, of the College of France, member of the Institute and Academy, at the instance of his friend, Dr. J. A. Schuelke, of Lander, Wyo., is as follows:

Sulphureted hydrogen ( $\text{SH}^2$ ).....	0. 0268
Sulphate of lime ( $\text{SO}^2\text{C}_2\text{O}$ ).....	0. 6367
Sulphate of magnesium ( $\text{SO}^3\text{M}_2\text{O}$ ).....	0. 3285
Alkaline chlorides of sodium and potassium.....	0. 5583

Of this latter chloride of sodium prevails about four-fifths and the chloride of potassium about one-fifth.

Carbonate of lime (CO <sup>2</sup> C <sub>a</sub> O).....	0. 5250
Oxide of iron, silica, organic matter, and loss.....	0. 1010
Fixed residue.....	2. 1495

This is per liter.

There are numerous other springs in the neighborhood, also in the bed of the Big Horn River, adjacent to the main spring, which are continually bubbling in the channel of the river, while the surrounding country for a radius of 80 rods shows numerous cones of lava formation, apparently extinct springs or geysers, and in the immediate vicinity of the springs there is a mountain of crystallized gypsum.

I was instructed not to pay the Indians exceeding \$50,000 for the springs and the tract of land embracing them, especially for a 5 by 10 mile tract, and that if negotiations were conducted on a basis of a certain price per acre, I should in no event agree to pay to exceed \$1.25 per acre. After an examination of the springs and the adjacent country, and ascertaining from the course of Owl Creek, which trends slightly to the northeast, that a tract 10 miles long on the eastern boundary and 10 miles wide on the southern boundary, and from the southwestern corner due north to Owl Creek, would give about 86 sections of land (55,040 acres), I considered that \$60,000 would be a fair valuation, not excessive, and only just and reasonable for the tract ceded, including the said springs, and I concluded the agreement with the Indians for said amount.

The Indians of this reservation are receiving only a ration of beef and flour and are not sufficiently provided with food, and as they are now making commendable efforts in farming, I concluded, after consulting with the acting Indian agent and others familiar with their condition, that a small ration of bacon, coffee, and sugar, for a period of five years would be most beneficial in aiding them in their agricultural efforts, and from the progress they are now making, and the excellent country they occupy, they should, in five years, be well advanced in agriculture and on the road to providing for their family wants by their own industry.

The census shows 457 males over 18 years of age belonging on the reservation, and 180 Shoshones and 93 Arapahoes, a total of 273. All who were present at the agency signed the agreement. Others arrived from distant parts of the reservation after the rolls were closed and certificates made, and as I had 44 more than half of the Indians qualified to sign, I did not deem it necessary to reopen the rolls which would have necessitated changing the certificates. There was not a single Indian who refused to sign or offered any objections after the agreement was reached.

The agreement was the best that I could make, and I consider it just to the United States and to the Indians, and trust that it will meet with your approval and early ratification by Congress.

I inclose herewith minutes of the proceedings of the several councils held with the Indians regarding the cession of the springs.

I am, sir, very respectfully, your obedient servant,

JAMES McLAUGHLIN,  
*United States Indian Inspector.*

The SECRETARY OF THE INTERIOR,  
*Washington, D. C.*

*Articles of agreement.*

Articles of agreement made and entered into at Shoshone Agency, in the State of Wyoming, on the twenty-first day of April, eighteen hundred and ninety-six, by and between James McLaughlin, U. S. Indian inspector, on the part of the United States, and the Shoshone and Arapahoe tribes of Indians in the State of Wyoming.

## ARTICLE I.

For the consideration hereinafter named the said Shoshone and Arapahoe tribes of Indians hereby cede, convey, transfer, relinquish, and surrender, forever and absolutely, all their right, title, and interest of every kind and character in and to the lands, and the water rights appertaining thereunto, embraced in the following-described tract of country, embracing the Big Horn Hot Springs, in the State of Wyoming:

All that portion of the Shoshone Reservation described as follows, to wit: Beginning at the northeastern corner of the said reservation, where Owl Creek empties into the Big Horn River; thence south ten miles, following the eastern boundary of the reservation; thence due west ten miles; thence due north to the middle of the channel of Owl Creek, which forms a portion of the northern boundary of the reservation; thence following the middle of the channel of said Owl Creek to the point of beginning.

## ARTICLE II.

The lands ceded, sold, relinquished, and conveyed to the United States by this agreement shall be, and the same are hereby, set apart as a national park or reservation, forever reserving the said Big Horn Hot Springs for the use and benefit of the general public, the Indians to be allowed to enjoy the advantages of the conveniences that may be erected thereat with the public generally.

## ARTICLE III.

In consideration for the lands ceded, sold, relinquished, and conveyed as aforesaid the United States stipulates and agrees to pay to the said Shoshone and Arapahoe tribes of Indians the sum of sixty thousand dollars, to be expended for the benefit of the said Indians in the manner hereinafter described.

## ARTICLE IV.

Of the said sixty thousand dollars provided for in Article III of this agreement, it is hereby agreed that ten thousand dollars shall be available within ninety days after the ratification of this agreement, the same to be distributed per capita, in cash, among the Indians belonging on the reservation. That portion of the aforesaid ten thousand dollars to which the Arapahoes are entitled is, by their unanimous and expressed desire, to be expended by their agent in the purchase of stock cattle for distribution among the tribe, and that portion of the before-mentioned ten thousand dollars to which the Shoshones are entitled shall be distributed per capita, in cash, among them: *Provided*, That in cases where heads of families may so elect, stock cattle to the amount to which they may be entitled may be purchased for them by their agent.

The remaining fifty thousand dollars of the aforesaid sixty thousand dollars is to be paid in five annual installments of ten thousand dollars each, the money to be expended, in the discretion of the Secretary of the Interior, for the civilization, industrial education, and subsistence of the Indians, said subsistence to be of bacon, coffee, and sugar, and not to exceed at any time five pounds of bacon, four pounds of coffee, and eight pounds of sugar for each one hundred rations.

## ARTICLE V.

Nothing in this agreement shall be construed to deprive the Indians of any annuities or benefits to which they are entitled under existing agreements or treaty stipulations.

## ARTICLE VI.

This agreement shall not be binding upon either party until ratified by the Congress of the United States.

Done at Shoshone Agency, in the State of Wyoming, on the twenty-first day of April, A. D. eighteen hundred and ninety-six.

JAMES McLAUGHLIN. [SEAL.]  
U. S. Indian Inspector.

Washakie, his x mark, seal.  
 Sharp Nose, his x mark, seal.  
 Dick Washakie, his x mark, seal.  
 Lone Bear, his x mark, seal.  
 Bishop, his x mark, seal.  
 Tallow, his x mark, seal.  
 Moyah Hoyah, his x mark, seal.  
 Plenty Bears, his x mark, seal.  
 Speed R. Stagner, his x mark, seal.  
 Little Coal, his x mark, seal.  
 Norkok, his x mark, seal.  
 Weazel Bear, his x mark, seal.  
 Edmore Leclair, his x mark, seal.  
 Foot, his x mark, seal.  
 Wah Wannabiddie, his x mark, seal.  
 Eagle Head, his x mark, seal.  
 Carlie Lohor, his x mark, seal.  
 Eagle Chief, his x mark, seal.  
 Geo. Terry, his x mark, seal.  
 Little Wolf, his x mark, seal.  
 Tigee, his x mark, seal.  
 Sitting Bear, his x mark, seal.  
 Tecundum, his x mark, seal.  
 Sitting Eagle, his x mark, seal.  
 Bahungooshia, his x mark, seal.  
 Wallowing Bull, his x mark, seal.  
 Enos, his x mark, seal.  
 Little Shield, his x mark, seal.  
 Timnoso, his x mark, seal.  
 Gun, his x mark, seal.  
 Guahwat, his x mark, seal.  
 Runs Across the River, his x mark, seal.  
 Toyah Wonitsie, his x mark, seal.  
 Goggles, his x mark, seal.  
 Kegeval, his x mark, seal.  
 Bull Gun, his x mark, seal.  
 Moon Habbie, his x mark, seal.  
 Wm. Shakespeare, his x mark, seal.  
 Mudzump, his x mark, seal.  
 Bears Back Bone, his x mark, seal.  
 Wouzeatsie, his x mark, seal.  
 Bitter, his x mark, seal.  
 Peter Tosiuh, his x mark, seal.  
 Thick Hair, his x mark, seal.  
 Ute, his x mark, seal.  
 Wolf Bear, his x mark, seal.  
 Sweating Horse, his x mark, seal.  
 Seth Willow, his x mark, seal.  
 Noyahoga, his x mark, seal.  
 Bill Friday, his x mark, seal.  
 Norah, his x mark, seal.  
 Sherman Sage, his x mark, seal.  
 Queendatse, his x mark, seal.  
 D. D. Hill, his x mark, seal.  
 Meat tavis, his x mark, seal.  
 Pitz Hugh Lee, his x mark, seal.  
 Peter, his x mark, seal.  
 Goes in the Lodge, his x mark, seal.  
 Tappay, his x mark, seal.  
 White Bull, his x mark, seal.  
 Stud Horse, his x mark, seal.  
 Hungry Wolf, his x mark, seal.  
 White Horse, his x mark, seal.  
 Pevo, his x mark, seal.  
 Pine, his x mark, seal.  
 Pinjere, his x mark, seal.  
 Rides Bear, his x mark, seal.  
 Teatse Traguat, his x mark, seal.  
 Merlin Havis, his x mark, seal.  
 Padzra quittah, his x mark, seal.

Weheeyatsie, his x mark, seal.  
 Tined Boa, his x mark, seal.  
 Medicine Eagle, his x mark, seal.  
 Oh gomodzie, his x mark, seal.  
 Geo. Hicks, his x mark, seal.  
 Sombutsie, his x mark, seal.  
 Andrew Walker, his x mark, seal.  
 Jack, his x mark, seal.  
 Garfield Wolf, his x mark, seal.  
 White St. Clair, his x mark, seal.  
 Bull, his x mark, seal.  
 Pangnmzona, his x mark, seal.  
 Runs Behind, his x mark, seal.  
 Peana, his x mark, seal.  
 Gregory B. B. Bone, his x mark, seal.  
 Duck, his x mark, seal.  
 Allen, his x mark, seal.  
 Issiere, his x mark, seal.  
 John Lone Bear, his x mark, seal.  
 Magasoyah, his x mark, seal.  
 Oscar White, his x mark, seal.  
 Pevo No. 2 (Big Billy), his x mark, seal.  
 Edward Wanstall, his x mark, seal.  
 Wo Watsie, his x mark, seal.  
 Yellow Billy, his x mark, seal.  
 Shonditsie, his x mark, seal.  
 Amos, his x mark, seal.  
 Peaharora, his x mark, seal.  
 Luther Shakespeare, his x mark, seal.  
 Tinzona, his x mark, seal.  
 Armstrong, his x mark, seal.  
 Wyoweatse, his x mark, seal.  
 Crow Chief, his x mark, seal.  
 Quitandesia, his x mark, seal.  
 Wolf Arrows, his x mark, seal.  
 Hoigoiwhe, his x mark, seal.  
 Michel Gwodmanser, his x mark, seal.  
 Hoorah, his x mark, seal.  
 Adam Red Man, his x mark, seal.  
 Hennewe, his x mark, seal.  
 Mountain Sheep, his x mark, seal.  
 Ahree, his x mark, seal.  
 Charlie Little Ant, his x mark, seal.  
 Witchie, his x mark, seal.  
 Yellow Calf, his x mark, seal.  
 Sodzatsie, his x mark, seal.  
 Addison, his x mark, seal.  
 Tassitsie, his x mark, seal.  
 remont Arthur, his x mark, seal.  
 Shoyo, his x mark, seal.  
 Sporn Hunter, his x mark, seal.  
 Gambler, his x mark, seal.  
 Carme, his x mark, seal.  
 Alfred Wanstell, his x mark, seal.  
 Tidzamp, his x mark, seal.  
 New Lodge, his x mark, seal.  
 Posiadaoh, his x mark, seal.  
 David New Lodge, his x mark, seal.  
 Ah won, his x mark, seal.  
 Morris White, his x mark, seal.  
 Coando, his x mark, seal.  
 Adison White, his x mark, seal.  
 Ed Brazill, his x mark, seal.  
 Thos. Crispin, his x mark, seal.  
 Andrew, his x mark, seal.  
 C. Shot Gun, his x mark, seal.  
 Tidzip, his x mark, seal.  
 Colley, his x mark, seal.  
 Little Bob, his x mark, seal.  
 Iron Man, his x mark, seal.

John Weitchie, his x mark, seal.  
 Sun Road, his x mark, seal.  
 Tiganyobit, his x mark, seal.  
 Leo White, his x mark, seal.  
 John McAdams, his x mark, seal.  
 Wm. Page, his x mark, seal.  
 Frank, his x mark, seal.  
 John Jesus, his x mark, seal.  
 Red Pipe, his x mark, seal.  
 Quewah rappa, his x mark, seal.  
 Button, his x mark, seal.  
 Tarniss, his x mark, seal.  
 Louis Enos, his x mark, seal.  
 John Herford, his x mark, seal.  
 Good Man, his x mark, seal.  
 Charlie Washakie, his x mark, seal.  
 James, his x mark, seal.  
 Tiggoadap, his x mark, seal.  
 Peapritsie, his x mark, seal.  
 Nadzaina, his x mark, seal.  
 Ben, his x mark, seal.  
 Heba, his x mark, seal.  
 Barney, his x mark, seal.  
 Peahbanatitsie, his x mark, seal.  
 Maviseep, his x mark, seal.  
 Gitah Meah, his x mark, seal.  
 Ponehahwishura, his x mark, seal.  
 Habbie, his x mark, seal.  
 Shot Gun, his x mark, seal.  
 Tosi, his x mark, seal.  
 Crow Arrows, his x mark, seal.  
 John St. Clair, his x mark, seal.  
 Shoulder Blade, his x mark, seal.  
 Cannawantz, his x mark, seal.  
 Pahgureetsie, his x mark, seal.  
 Angroquidza, his x mark, seal.  
 Kamaru, his x mark, seal.  
 German, his x mark, seal.  
 Tissawooco, his x mark, seal.  
 Plenty Wounds, his x mark, seal.  
 Sego, his x mark, seal.  
 James McAdams, his x mark, seal.  
 Guy Robinson, his x mark, seal.  
 Pebowah, his x mark, seal.  
 Apee, his x mark, seal.  
 Wenatz, his x mark, seal.  
 Pahee comatsie, his x mark, seal.  
 John Batisted, his x mark, seal.  
 Cazeohygo, his x mark, seal.  
 Quarabah, his x mark, seal.  
 Panzetahinga, his x mark, seal.  
 Quitantisona, his x mark, seal.  
 Patten, his x mark, seal.  
 Hora, his x mark, seal.  
 Hid do quitsie, his x mark, seal.  
 Woobajah, his x mark, seal.  
 Tutsingwana, his x mark, seal.  
 Queenatsie, his x mark, seal.  
 Tavogonatsie, his x mark, seal.  
 Idirim, his x mark, seal.  
 Moorahqutch, his x mark, seal.  
 Koordizi, his x mark, seal.  
 Musharah, his x mark, seal.  
 Tassucop, his x mark, seal.  
 Nattapog, his x mark, seal.  
 Nosup, his x mark, seal.  
 Wahnig, his x mark, seal.  
 Geo. Wesaw, his x mark, seal.  
 Johnson, his x mark, seal.  
 Joseph, his x mark, seal.  
 Neetjogah, his x mark, seal.  
 Wah Wannabiddie, his x mark, seal.  
 Deshawa, his x mark, seal.  
 Hojumbns, his x mark, seal.  
 Ze Zembuque, his x mark, seal.  
 Tonevook, his x mark, seal.  
 Charlie, his x mark, seal.  
 Idini, his x mark, seal.  
 Wm. Surrell, his x mark, seal.  
 William, his x mark, seal.  
 Togoty, his x mark, seal.  
 Pahkeatsie, his x mark, seal.  
 Yahwagy, his x mark, seal.  
 Eyewah, his x mark, seal.  
 Hojawa, his x mark, seal.  
 Nambedjua, his x mark, seal.  
 Toosoos, his x mark, seal.  
 Covavashua, his x mark, seal.  
 Pewo, his x mark, seal.  
 John Robinson, his x mark, seal.  
 Wincha, his x mark, seal.  
 Horn, his x mark, seal.  
 Psegortsia, his x mark, seal.  
 Zoup, his x mark, seal.  
 Geo. Washakie, his x mark, seal.  
 Hebe Che Che, his x mark, seal.  
 Wats Anna, his x mark, seal.  
 Chingay, his x mark, seal.  
 Topy Tibo, his x mark, seal.  
 Sombutsie, his x mark, seal.  
 Pegona, his x mark, seal.  
 Tasitsie, his x mark, seal.  
 Tahmegowah, his x mark, seal.  
 Agee, his x mark, seal.  
 Mornhabbies Son, his x mark, seal.  
 Tahseah, his x mark, seal.  
 Henry Lee, his x mark, seal.  
 Wittugant, his x mark, seal.  
 Hat, his x mark, seal.  
 Dancing, his x mark, seal.  
 Wyaheget, his x mark, seal.  
 Job, his x mark, seal.  
 Bamboona, his x mark, seal.  
 Pogara, his x mark, seal.  
 Daggioosha, his x mark, seal.  
 Doeboitsie, his x mark, seal.  
 Borgwasha, his x mark, seal.  
 Jim Tisiah, his x mark, seal.  
 Erangap, his x mark, seal.  
 Soyga, his x mark, seal.  
 Bad Looking Boy, his x mark, seal.  
 Iron, his x mark, seal.  
 Frank Armajo, his x mark, seal.  
 Wm. Penn, his x mark, seal.  
 Thomas, his x mark, seal.  
 Tobison, his x mark, seal.  
 Joe Lajenesse, his x mark, seal.  
 Sewaygwatse, his x mark, seal.  
 Luke, his x mark, seal.  
 Big Grass Hopper, his x mark, seal.  
 Throws First, his x mark, seal.  
 James O Dell, his x mark, seal.  
 Wm. Sherman, his x mark, seal.

I certify that at the request of Indian Inspector James McLaughlin, I read the foregoing agreement to the Indians in joint council, and that it was explained to the interpreters, paragraph by paragraph.

JOHN S. LOUD,  
*Captain Ninth Cavalry, United States Army,  
Commanding Fort Washakie, Wyo.*

We certify that the foregoing agreement was fully explained in joint council to the Indians of the Shoshone and Arapahoe tribes; that they fully understand the nature of the agreement, and agree to the same.

EDMO LE CLAIR,  
NORKOK (his x mark),  
*Shoshone Interpreters.*

HENRY LEE,  
WILLIAM SHAKESPEARE,  
*Arapahoe Interpreters.*

Witnesses:

THOS. R. BEASON.  
JNO. W. TWIGGS, Jr.

I certify that the foregoing names, though in some cases duplicates, in every instance represent different individuals.

EDMO LE CLAIR, *Special Interpreter.*

Witnesses to the foregoing agreement and signatures of the Indians.

JOHN S. LOUD,  
*Captain Ninth Cavalry.*

JOHN F. McBLAIN,  
*First Lieutenant Ninth Cavalry.*

JNO. W. TWIGGS, Jr.  
THOS. R. BEASON.

JNO. W. CLARK,  
*Allotting Agent.*

JOHN ROBERTS,  
*Missionary of the Protestant Episcopal Church to the Indians.*

I certify that the Indians, Shoshones and Arapahoes, numbering two hundred and seventy-three (273) persons, who have signed the foregoing agreement, constitute a majority of all male Indians over eighteen (18) years of age belonging on the Shoshone Reservation, Wyo.

RICHARD H. WILSON,  
*Captain Eighth Infantry, Acting Indian Agent.*

SHOSHONE AGENCY, WYO., April 20, 1896.

At a council held at the Shoshone Agency council room by and between James McLaughlin, United States Indian inspector, on the part of the United States, and Chiefs Washakie, of the Shoshones, and Sharp Nose, of the Arapahoes, and other headmen of the Shoshone and Arapahoe tribes of Indians occupying the Shoshone Reservation, in the State of Wyoming, with Norkok and Edmore Le Clair, Shoshone interpreters, and Henry Lee and William Shakespeare, Arapahoe interpreters, the following proceedings were had, to wit:

Capt. Richard H. Wilson, Eighth Infantry, acting Indian agent, called the council to order at 10.30 a. m. and said:

"For a long while the Shoshones and Arapahoes have asked me to write to the Great Father about selling the Big Horn Hot Springs. I did write, and he has sent Inspector McLaughlin here to talk to you about it. He is a good friend to the Indians; was agent twenty-four years for the Sioux, and will tell you all about it. He will now speak to you."

Inspector McLaughlin said: "My friends, Shoshones and Arapahoes, I am pleased to see so many of you here to-day. I call you friends, because I come among you as a friend of the Indians. I am exceedingly anxious that I will be understood by the Indians in this council, and also that I will understand what the Indians wish to convey to me through their interpreters, and therefore I expect the assistant interpreters to rectify any mistakes that the official interpreters may make. I have been sent by the Secretary of the Interior to confer with you, the Shoshones and Arapahoes, regarding the cession of a small tract of your reservation. The Secretary o



the Interior represents the Great Father in Indian matters, and I was directed by him to visit the northeastern corner of the reservation, which embraces the Big Horn Hot Springs, with the view of purchasing it from you. Therefore my business here is to have you cede a small portion of your reservation embracing this spring, and as that is my chief business here, I wish to confine the present meeting strictly to that business. After that has been settled then I will with pleasure listen to any other business you may wish to bring before me. I made my visit to the springs that I might be the better enabled to report upon the character of the country and the advisability of having that tract purchased by the Government and set apart as a national park or reservation to be under Government control, and that that portion around the springs may be improved by having bath houses, hotels, and other conveniences erected for the accommodation of the general public and the establishment of a health resort.

"As the Government will have absolute control of these springs you Indians will have the same privileges to use them as the public generally. As they now are they bring you in no revenue or return, and while they remain unimproved they will never be of any value to you. You all know the country surrounding the springs is very poor and very few of you Indians ever visit it, and as all the game has disappeared from that section of country it is of very little value to you now. The sale of this piece of land, which I am authorized to negotiate with you for, and for which I am prepared to pay you liberally, will not affect your reservation except to enhance value of the remaining portion. [At this point there was considerable said by the Indians among themselves to clearly understand this.] I desire to negotiate for a cession of 10 miles square, that is, commencing at the northeastern corner of the reservation, where Owl Creek empties into the Big Horn River; thence 10 miles south following the eastern boundary of the reservation; thence due west 10 miles; thence due north to the middle of the channel of Owl Creek, which forms a portion of the northern boundary of the reservation; thence following the middle of the channel of Owl Creek to the point of beginning."

Here the map of Wyoming, showing the reservation, colored red, was exhibited, and the location and size of the desired tract was pointed out to the Indians.

Inspector McLaughlin said that his letter of instructions directed him to visit the springs and, after having collected such further information regarding them as might be necessary to a thorough understanding of the situation, he was to call a general council of the Indians belonging to the reservation and present to them the question of ceding the lands embracing said springs to the United States, and if, as it appeared from information in possession of the Department, the country in the vicinity of the springs was of little value, then the springs themselves would be the principal item of value to enter into the consideration.

Inspector McLaughlin then said: "I was directed to explain to you that it was the purpose of the Government to enact appropriate legislation forever reserving the springs for the use and benefit of the general public; that it was proposed to erect suitable buildings and provide other necessary facilities for bathing; and that the Indians would be allowed to enjoy the advantages of these conveniences with the public generally. I was further to explain to you that the Government will not and does not expect to derive any benefit or gain any profit as a result of its coming into the possession of said springs.

"The Government does not expect to gain anything by this purchase, and, instead, a large sum of money will have to be expended to improve the place. Now, having explained my mission, I wish to know whether you are ready to dispose of this tract of land. I now await your decision as to whether you wish to dispose of it or not. If you do, I will make you a proposition."

Chief Washakie, of the Shoshones, arose and said: "Now you will hear what I have to say. A good many years ago I used to live near Fort Bridger, called Piney. Then there was a man like you came to me and asked me, 'Where is your country? Where is your country? Is it here, or there, or in several places?' [Points to the north, south, east, and west.] I did not say anything. He stopped one night, and the next day I said, It is not here, meaning Piney, it is over the mountains, where the hot springs are, meaning both hot springs.

"After I got here I stayed here. After the game was gone then I told my agent to write to Washington. I want to sell those springs. I used to go to the hot springs on Owl Creek when the game and buffalo were there, and stay there. When buffalo were plenty I wintered there. Now I have moved away from there and have come over in this country. I was afraid to stay there when there was nothing to eat. I came here to farm a little. One hot spring [meaning a large hot spring near the agency] is enough for me, my people, and my soldiers. The soldiers just the same as own the spring. I listen to what Washington says, and I try to obey his orders. That is the reason that when the allotting agent, Colonel Clark, came here and the Indians did not want to survey their land, I told my men to have their land surveyed, and I have tried to do right just what Washington wants me to do. My land is pretty

large. It is not small, and I have not stolen it. My friends that spoke for and secured this land are all dead and gone. I am the only one of the old men of my people left. I came here, and I have stayed here. You have never heard of Washakie doing anything wrong. Have you ever heard of Washakie doing anything wrong?"

Inspector McLAUGHLIN. I have never heard anything but good of Washakie.

WASHAKIE. Now I would like to hear what you are going to offer me for my spring, then I will know what to do. That is all I have to say. I will listen to you.

Inspector McLAUGHLIN. I would now like to hear from Chief Sharp Nose, of the Arapahoes, after which I will make you an offer.

Chief SHARP NOSE. My friend, we are glad to see you, and now that we see you here we are glad you are with us. You are the kind of man we like to see. My friend, you have been with the Sioux twenty-four years, and you know all about the Indians. You know that they are poor. I think that the Great Father told you how much he is going to pay for this hot spring and I want you to tell me how much you are willing to give for it. If you tell me how much this offer is, then you will hear after awhile what we want. That is what we are all here for—about the spring. I will make this treaty good, and on that account I want you to pity me and not to cheat me at all. I want to fix this treaty straight. No lies about it. Now, that is all I have to say. I want to hear from you.

Inspector McLAUGHLIN. Washakie said he at one time lived at the hot springs, but as the game had disappeared from that section he moved away, and was now living here in the Wind River Valley. In selecting this location for a home he acted wisely, as this is a good section of the country. Sharp Nose says that his people are poor, and that he wishes this agreement made straight, without any lies in it. That is what I also wish. As I am the representative of the Great Father in this negotiation I do not wish any lies in it, and while I agree with Sharp Nose that these Indians are poor in a certain sense, yet they are rich in valuable land. I have visited many other reservations, but I have found none that excels or even equals the land in Big Wind, Little Wind, and Popoagie valleys, but I recognize the fact that, in order that the Indians may be able to cultivate the land, they need some assistance, and I am prepared to make you an offer for that tract of 10 miles square of land, embracing the hot springs on Big Horn River, that will aid you to develop your farms, and make that industry more profitable than is possible with your present means. My instructions say that it is believed that \$50,000 would be a fair offer for the springs and the tract of 10 miles square surrounding it, but after looking over the country, and considering the needs of the people, I have concluded to add \$10,000 more to that amount, making \$60,000. The offer that I now make you is all that I believe Congress would ratify, and I feel quite certain that a greater amount would not be ratified.

(Washakie here talked to his people, saying that yesterday all day he tried to count \$50,000 but he could not do it.)

I will now submit the following three propositions:

First. The Indians to receive \$10,000 a year for six years. To be expended as the Secretary of the Interior may deem best in the civilization, industrial education, and subsistence of the Indians. The subsistence to be of bacon, sugar, and coffee.

Second. The Indians to receive \$10,000 a year, as proposed in first offer, for four years. The first two years to expend \$10,000 each year for cattle, in addition to the subsistence, or if the Indians did not think they could care for their cattle the first two years, they could take them the two succeeding years. [Illustrated with matches.]

Third. The Indians to receive \$10,000 a year, as in first offer for five years, in addition to which they will receive \$10,000 in cash the first year. This offer is the same as the first, except that the payment for the sixth year is dropped and the amount paid in cash the first year in addition to the subsistence.

Inspector McLAUGHLIN. I consider the second proposition the best, but your agent thinks the first one the better, and I always defer to and consider the agent's opinions on subjects of interest to his Indians, especially when the agent is such a just one as yours. To give you time to consider these propositions we will now adjourn until 4 o'clock.

WASHAKIE. I would like to know when this money will be paid.

Inspector McLAUGHLIN. The money will be paid as soon as possible after the agreement has been ratified by Congress. If the agreement is made now it might be gotten through Congress during the present session; if not, it would have to lay over until the following session, which meets next December.

WASHAKIE. I would like to have the money right away. I am getting old and may not live to enjoy it, unless it comes soon.

Inspector McLAUGHLIN. I promise you that just as soon as I can get the papers through, I will forward them. Now, if there is anything you wish to see me about while you are conferring, let me know, and I will meet you with pleasure.

WASHAKIE. I would like to see some of the money.

Captain WILSON. The bacon, coffee, and sugar will do you more good.

Council adjourned at 1.30 p. m., to meet again at 4.

Pursuant to adjournment the council met at 4 p. m., the Indians being still in conference over the propositions submitted.

WASHAKIE. I would like each tribe to get \$30,000 for these springs.

Inspector McLAUGHLIN. I can not negotiate with you for this tract as separate tribes, but as one, as you are known to the Great Father as one people. I came to negotiate with you as one people, and you must agree among yourselves on some one of the three propositions.

WASHAKIE. I told you that I wish to keep one spring for myself and my soldiers, but will sell the other.

(Here a controversy occurred between the two tribes.)

Captain WILSON. Now, you have plenty of time, and I want you to talk it over and settle it among yourselves.

SHARP NOSE. All these, my people, agree about the \$60,000, taking \$10,000 a year in rations for five years, and \$10,000 additional in cattle the first year. Men are like horses—they can not work without rations. My people can work and earn money, provided they have some assistance to begin with, and open up farms, and need food to assist them more than anything else. If they take money it won't last long. The Indians will go out and play cards and lose it all the first day. All my children are very poor, and they think they had better take cattle and rations. The Great Father sent you here to buy the springs from us. The Arapahoes don't like to take the cash, so now I say we will take the \$60,000, \$10,000 a year for five years in rations, and \$20,000 the first year, ten in rations and ten in cattle.

Captain WILSON. I want to say now to both people, that what Sharp Nose has said is good, and they had better take that. I say this because I am a good friend to both tribes.

Inspector McLAUGHLIN. I wish to say that Sharp Nose's speech was good. It is practical and reasonable. Money would soon pass out of your hands, while the cattle would increase in value every year. I would recommend 2-year-old heifers. They would be better than old cows; they do not cost so much, and are more profitable. There is now very little difference in what you two tribes desire, only the manner of payment. The Shoshones want cash, while the Arapahoes want cattle. Either way will be satisfactory to me, but you must agree upon how you want the amount paid.

WASHAKIE. I am afraid it will be as it was in former times. The two tribes would fail to agree. I am poor, but do not care if I am.

Inspector McLAUGHLIN. Now, you must agree among yourselves.

WASHAKIE. I have been poor a good while and expect to continue so. I always thought as if the land belonged to me, but I think now that somebody always gets ahead of me. I was the first to come here, and I think I ought to be the first to get what I want.

Captain WILSON. You have asked me to sell the springs for you; now you have the opportunity, and you won't have it again within a year.

WASHAKIE. I told you I wanted to sell the springs.

Captain WILSON. Have you talked with Dick, Bishop, and others of the tribe?

WASHAKIE. They have nothing to say. They let me do all the talking. I am chief, and whatever I do the others all agree to. The other tribe has too many chiefs.

SHARP NOSE. All my friends are here. We are going to make this treaty all good. There is \$60,000 in all. The first year \$5,000 in cash to the Shoshones and \$5,000 to the Arapahoes. Our cash to be paid to the agent, and he to buy cattle for the tribe with it. Ten thousand dollars in rations the first and the four following years.

Inspector McLAUGHLIN. The Shoshones want just the same. The money will be divided per capita among the 1,744 Indians, each one getting his pro rata share. Is that satisfactory? [Applause.] If that meets with your approval I will have the paper ready for your signatures by to-morrow morning. [Applause.]

WASHAKIE. How much will each Indian get?

Inspector McLAUGHLIN. Provided there are 1,744 persons, as shown by the last census, you will receive \$5.73 apiece. A family of four persons will get \$22.92. [Applause.]

(At this point numerous Shoshones expressed the desire to take cattle, as the Arapahoes.)

Inspector McLAUGHLIN. It will take me some time to get the agreement written out and ready for you to sign. You must remain here until you sign it. If you have not enough to eat, it will be furnished you. It pleases me very much to see you all now understand each other.

The council then adjourned until to-morrow morning.

Pursuant to adjournment, council met at 11 o'clock a. m., April 21, 1896, for the purpose of signing the agreement.

Inspector McLAUGHLIN. I have asked Captain Loud, commanding the post of Fort Washakie, to read the agreement aloud to you and have it interpreted to you sentence by sentence, to the two tribes.

(The articles of agreement were then read by Capt. John S. Loud, Ninth Cavalry, United States Army.)

GEORGE TERRY. These Indians want the freighting of Indian supplies to be given to them.

Inspector McLAUGHLIN. I will recommend that the Indians be given the preference in all cases.

WASHAKIE. I have given you the springs; my heart feels good.

SHARP NOSE. I am very glad to hear what you have to say, and whatever you do I like it. I wish a copy of this agreement, as I have never had one before. I want this right and straight. I never tell lies. I want to help the Great Father, and everything is done now. After this I want each man's rations weighed; no more scoops or shovels to be used. I always liked the Great Father, and wish to do what he wants. If he wants me to work I will do so. If I am working and need things, will the Great Father give them to me?

Inspector McLAUGHLIN. Yes; provided there is money left from the amount for subsistence, and I think there will be a few hundred dollars.

WASHAKIE. I would also like a copy of the agreement.

Inspector McLAUGHLIN. I will give you each a copy of the agreement.

WASHAKIE. I would like to know if they are going to hurry the cars (railroad) in there where they bought the springs?

Inspector McLAUGHLIN. I can not say; but believe that some of the railroad companies will very probably build a branch line in that direction, bringing a railroad point nearer than at present.

Washakie, chief of the Shoshones, signed the agreement at 12 o'clock m., saying, as he did so, "I sign this; I never tell lies."

Sharp Nose, chief of the Arapahoes, signed next; then Bishop, who said the same as Washakie. Other Shoshones and Arapahoes followed until 273 had signed the agreement, which was completed at 4.30 p. m., when the council adjourned sine die.

*Certificate.*

I hereby certify that the annexed preceding eight pages of typewritten matter is a correct report of the proceedings had at my several councils with the Shoshone and Arapahoe tribes of Indians on the dates therein stated, as conducted on the part of myself, and interpreted to me by the agency interpreters, assisted by special interpreters.

JAMES McLAUGHLIN,  
*United States Indian Inspector.*

SHOSHONE AGENCY, WYO., *April 22, 1896.*

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, May 5, 1896.*

SIR: I have the honor to be in receipt, by your reference of the 1st instant, for consideration and immediate report, of a communication by United States Indian Inspector James McLaughlin, dated at the Shoshone Agency, Wyo., on April 23, 1896, transmitting articles of agreement entered into at that agency on the 21st ultimo, by and between himself, on the part of the United States, and the Shoshone and Arapahoe tribes of Indians occupying the Shoshone or Wind River Reservation, whereby the Indians cede to the United States a portion of their reservation, embracing the Owl Creek or Big Horn Hot Springs.

The negotiations for such cession were conducted in accordance with a provision contained in the Indian appropriation act approved March 3, 1893 (27 Stat. L., 633), appropriating the sum of \$15,000 for the purpose of negotiating with any Indian tribes for the surrender of portions of their respective reservations, any such agreement to be subject to subsequent ratification by Congress. Of said sum of \$15,000 there was a balance of \$4,269 available at the time of instructing Inspector

McLaughlin to negotiate for the cession in question. These instructions were prepared by this office (in blank) and transmitted to you with my letter dated February 20, 1896, in accordance with instructions contained in your letter dated February 10, 1896. From Inspector McLaughlin's report it appears that said instructions were approved by the Department on March 25, 1896, and inclosed in Department letter to him dated the 24th of that month.

The purpose of the negotiations in question was to procure the cession of the Hot Springs, located in the northeastern portion of said reservation about  $1\frac{1}{2}$  or 2 miles from the eastern boundary of the reservation and about  $3\frac{1}{2}$  or 4 miles south of the northern boundary. During the past eighteen months this Department has been in receipt of numerous communications and reports from the Indian agents, Members of Congress from Wyoming, and others respecting the magnitude health-giving properties, and growing popularity of these springs, and urging the advisability of the Government securing the absolute ownership and control of the same and the lands embracing them, with a view to establishing facilities for their use as a health resort.

With a view to the better control of the springs and also, if thought fit, in order that a national park might be established there, it was thought advisable to secure the cession of a considerable tract of land with the springs, especially as it had been repeatedly reported that the lands in that portion of the reservation were of no especial value, on account of their rugged character, for farming or grazing purposes. In the instructions in question the cession of a tract, comprising the northeastern portion of the reservation, including the springs, 10 miles in length on both the eastern and southern boundaries, was contemplated, if the Indians should be found willing to part with a tract of that area; but if not, that in no case should the cession embrace a tract less than 5 miles in width east and west, and 10 miles in length, including the springs.

From the report of the council proceedings it appears that Inspector McLaughlin experienced no difficulty in reaching an agreement with the Indians for the cession of the larger tract, as indicated. The agreement was made at the Shoshone Agency on the 21st day of April last, the several articles being substantially as follows:

By article 1 it is stipulated that the following tract of land be ceded by the Indians to the United States, including the water rights pertaining thereto and embracing the Owl Creek or Big Horn Hot Springs, to wit:

"Beginning at the northeastern corner of the said reservation, where Owl Creek empties into the Big Horn River; thence south ten miles, following the eastern boundary of the reservation; thence due west ten miles; thence due north to the middle of the channel of Owl Creek, which forms a portion the northern boundary of the reservation; thence following the middle of the channel of said Owl Creek to the point of beginning."

Article 2 provides that the lands ceded, sold, and relinquished to the United States by the agreement shall be set apart as a national park or reservation, forever reserving the said Big Horn Hot Springs for the use and benefit of the general public, the Indians to be allowed to enjoy the advantages of the conveniences that may be erected, with the public generally.

By article 3 it is stipulated that the consideration for the cession of the aforesaid lands by the Indians is \$60,000.

Article 4 provides for the expenditure of said \$60,000 in the follow-

ing manner: The sum of \$10,000, which it is agreed shall be available within ninety days after the agreement is ratified, is to be distributed per capita in cash among the Indians belonging to the reservation. This provision, however, is qualified with the unanimous and expressed desire of the Arapahoes, so that the portion of such cash to which they will be entitled is to be expended by their agent in the purchase of stock cattle for distribution among the tribe. The portion of said \$10,000 to which the Shoshones are entitled is to be distributed per capita in cash among them; but also with the proviso that in cases where heads of families may so elect stock cattle to the amount which they may be entitled are to be purchased for them by their agent.

The remaining \$50,000 is to be paid in five annual installments of \$10,000 each, the same to be expended in the discretion of the Secretary of the Interior for the civilization, industrial education, and subsistence of the Indians, such subsistence to consist of bacon, coffee, and sugar, which shall not exceed at any time 5 pounds of bacon, 4 pounds of coffee, and 8 pounds of sugar for each 100 rations.

The fifth article provides that nothing contained in said agreement shall be construed to deprive the Indians of any annuities or benefits to which they are entitled under existing agreements or treaties; and

Article 6 provides that the agreement shall not be binding upon either party until ratified by Congress.

The agreement is signed by Inspector McLaughlin, on the part of the United States, and by Washakie, chief of the Shoshones, Sharp Nose, chief of the Arapahoes, and 271 other male adults on the part of the Indians.

A certificate signed by two interpreters for the Shoshones and two for the Arapahoes is attached, certifying that the agreement was fully explained in joint council to the Indians of the respective tribes; that they fully understood the same and agreed thereto. A certificate is attached by Capt. Richard H. Wilson, United States Army, acting Indian agent for said Indians, certifying that the 273 persons who signed the agreement on the part of the Indians constituted a majority of all the male adults belonging to the reservation over 18 years of age.

In his report submitting the foregoing agreement to this Department Inspector McLaughlin says that before entering into negotiations with the Indians he visited the springs in question, accompanied by six Indians, three Shoshones and three Arapahoes, together with one interpreter for each tribe. After giving an account of his journey, the distance traveled to the springs being about 100 miles, he states that he found the country surrounding the springs in question to be very rough and broken with numerous high buttes and deep gulches; that the northern slopes are well sodded and furnish very fair grazing for cattle and sheep; that in the tract of country, 10 miles square, up the Big Horn River from the mouth of Owl Creek, which is secured by cession, there is about 1,000 acres of good arable bottom land. The main or principal spring, he says, is on the east side of the Big Horn River, at which point the mountain scenery is magnificent. Concerning the spring itself he says that it is a seething, boiling caldron, circular in form, about 30 feet across, with a temperature of 132° F., and discharging a volume of water estimated at 1,250,000 gallons every twenty-four hours; that the water of this spring is said to possess wonderful curative properties and to be very beneficial for rheumatic and other ailments; and that, although the temperature is 132°, the water is not unpleasant to drink.

The inspector submits in his report an analysis of the water from said spring by Professor Schutzenberger, of the College of France.

Mr. McLaughlin adds that there are numerous other springs in the neighborhood, also in the bed of the Big Horn River adjacent to the main spring, which are continually bubbling in the channel of the river, while the surrounding country for a radius of 80 rods shows numerous cones of lava formation, apparently extinct springs or geysers, and that in the immediate vicinity of the springs there is a mountain of crystallized gypsum.

Concerning the price paid for the tract of country ceded, including the springs, Inspector McLaughlin says that although he was instructed not to pay the Indians to exceed \$50,000 for the same, especially for a 5 by 10 mile tract, and not to exceed \$1.25 per acre in the event that the negotiations were conducted on the basis of a certain price per acre, after an examination of the springs and the adjacent country, and ascertaining from the course of Owl Creek, which trends northeasterly, that a tract 10 miles long on the eastern and southern boundaries would embrace, approximately, 86 sections of land, or 55,040 acres, he considered that \$60,000 would be a fair valuation and not excessive for such tract, and concluded the agreement with the Indians for said amount.

In regard to the provision contained in the agreement as to the manner of expending the moneys to be paid to the Indians, he says the Indians of the reservation are receiving only a ration of beef and flour and are not sufficiently provided with food, and as they are making a commendable effort in farming he concluded, after consulting with the Indian agent and others familiar with their condition, that a small ration of bacon, coffee, and sugar for a period of five years would be most beneficial in aiding them in their agricultural efforts. He adds that from the progress they are now making and the excellent country they occupy, they should, in five years, be well advanced in agriculture, and on the road to providing for their family wants by their own industry.

The inspector says that after the agreement was reached not a single Indian present refused to sign or offered any objection thereto; that the census shows 457 males over 18 years of age on the reservation; that 180 Shoshones and 93 Arapahoes, making a total of 273, were present at the agency and signed the agreement, and that others arrived from different parts of the reservation after the rolls were closed and certificates made; but that inasmuch as 44 more than half of the Indians qualified to sign had already done so, he did not deem it necessary to reopen the rolls, which would have necessitated changing the certificates.

He concludes by saying that the agreement was the best he could make; that he considers it just to the United States and to the Indians, and trusts that it will meet with the approval of the Department and early ratification by Congress.

Respecting the price to be paid to the Indians for the cession of these springs, I have to say that the same is practically in conformity with the instructions given to Inspector McLaughlin, and it is thought that \$60,000 is a just and reasonable price for the same.

The insertion in the agreement of the provisions contained in the second article was not contemplated when the instructions were drawn up, although it was mentioned therein that it was the purpose of the Department to reserve the lands in question, if their cession could be procured, as a national park, and that facilities for the more convenient use of the springs would be erected there, which the Indians should share with the general public. I see no objection, however, to the insertion of the foregoing provisions in the agreement itself.

The other provisions contained in the agreement are all, I think, com-

mendable, especially that which provides that the advanced sum of \$10,000 shall be expended by the acting Indian agent for the Indians who so desire in the purchase of stock cattle.

I have prepared, in duplicate, a draft of a bill embodying the agreement and providing for the ratification of the same and for an appropriation to carry out that portion of section 4 which provides for the payment to the Indians of \$10,000 within ninety days from the date of the ratification of the agreement.

It is also deemed very desirable that the boundaries of the tract ceded should be surveyed at as early a date as practicable. The eastern boundary of the reservation has heretofore been surveyed, and the northern boundary of the tract ceded is a natural one—Owl Creek. It will therefore be necessary only to survey the southern and western boundaries of the ceded tract, estimated to be about 17 miles. It is thought that the survey of these lines should cost not to exceed \$600, and a provision appropriating that amount has been inserted in the bill to ratify the agreement.

I transmit herewith two copies of the draft of proposed bill embodying the agreement, two copies of the agreement, two copies of the council proceedings at which the agreement was negotiated, two copies of the report by Inspector McLaughlin, forwarding the papers to this Department, and two copies of this report, and I would respectfully recommend that the same be transmitted, one copy of each to the Vice-President, for the information of the Senate, and one copy of each to the Speaker of the House of Representatives.

No provision has been made in the draft of the proposed bill for the formal establishment of the park or the erection of buildings or accommodations at the springs, but it is suggested that, if it is deemed desirable to do so in connection with the ratification of the agreement, that such provisions may be appended to said bill.

Very respectfully, your obedient servant,

THOS. P. SMITH, *Acting Commissioner.*

The SECRETARY OF THE INTERIOR.

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A BILL to ratify an agreement with the Indians of the Shoshone or Wind River Reservation, Wyoming, and making appropriation to carry the same into effect.

Whereas James McLaughlin, United States Indian inspector, did, on the twenty-second day of April, A. D. eighteen hundred and ninety six, make and conclude an agreement with the chiefs, headmen, and other male adult Indians of the Shoshone and Arapahoe tribes upon the Shoshone or Wind River Reservation in the State of Wyoming, which said agreement is as follows:

*Articles of agreement.*

Articles of agreement made and entered into at Shoshone Agency, in the State of Wyoming, on the twenty-first day of April, eighteen hundred and ninety-six, by and between James McLaughlin, U. S. Indian inspector, on the part of the United States, and the Shoshone and Arapahoe tribes of Indians in the State of Wyoming.

ARTICLE I.

For the consideration hereinafter named the said Shoshone and Arapahoe tribe of Indians hereby cede, convey, transfer, relinquish, and surrender, forever and absolutely, all their right, title, and interest of every kind and character in and to the lands, and the water rights appertaining thereunto, embraced in the following-described tract of country, embracing the Big Horn Hot Springs, in the State of Wyoming:



All that portion of the Shoshone Reservation described as follows, to wit: Beginning at the northeastern corner of the said reservation, where Owl Creek empties into the Big Horn River; thence south ten miles, following the eastern boundary of the reservation; thence due west ten miles; thence due north to the middle of the channel of Owl Creek, which forms a portion of the northern boundary of the reservation; thence following the middle of the channel of said Owl Creek to the point of beginning.

## ARTICLE II.

The lands ceded, sold, relinquished, and conveyed to the United States by this agreement shall be, and the same are hereby, set apart as a national park or reservation, forever reserving the said Big Horn Hot Springs for the use and benefit of the general public, the Indians to be allowed to enjoy the advantages of the conveniences that may be erected thereat with the public generally.

## ARTICLE III.

In consideration for the lands ceded, sold, relinquished, and conveyed, as aforesaid, the United States stipulates and agrees to pay to the said Shoshone and Arapahoe tribes of Indians the sum of sixty thousand dollars, to be expended for the benefit of the said Indians in the manner hereinafter described.

## ARTICLE IV.

Of the said sixty thousand dollars provided for in Article III of this agreement it is hereby agreed that ten thousand dollars shall be available within ninety days after the ratification of this agreement, the same to be distributed per capita, in cash, among the Indians belonging on the reservation. That portion of the aforesaid ten thousand dollars to which the Arapahoes are entitled is by their unanimous and expressed desire to be expended by their agent in the purchase of stock cattle for distribution among the tribe, and that portion of the before-mentioned ten thousand dollars, to which the Shoshones are entitled, shall be distributed per capita, in cash, among them; provided that in cases where heads of families may so elect, stock cattle to the amount to which they may be entitled may be purchased for them by their agent.

The remaining fifty thousand dollars of the aforesaid sixty thousand dollars is to be paid in five annual installments of ten thousand dollars each, the money to be expended, in the discretion of the Secretary of the Interior, for the civilization, industrial education, and subsistence of the Indians; said subsistence to be of bacon, coffee, and sugar, and not to exceed at any time five pounds of bacon, four pounds of coffee, and eight pounds of sugar for each one hundred rations.

## ARTICLE V.

Nothing in this agreement shall be construed to deprive the Indians of any annuities or benefits to which they are entitled under existing agreements or treaty stipulations.

## ARTICLE VI.

This agreement shall not be binding upon either party until ratified by the Congress of the United States.

Done at Shoshone Agency, in the State of Wyoming, on the twenty-first day of April, A. D. eighteen hundred and ninety-six.

JAMES McLAUGHLIN, [SEAL]  
U. S. Indian Inspector.

(Here follow the signatures of Washakie, chief of the Shoshones, Sharp Nose, chief of the Arapahoes, and two hundred and seventy-one other male adult Indians over eighteen years of age, belonging on the Shoshone Reservation.)

I certify that, at the request of Indian Inspector James McLaughlin, I read the foregoing agreement to the Indians in joint council, and that it was explained to the interpreters, paragraph by paragraph.

JOHN S. LOUD,  
Captain Ninth Cavalry, United States Army,  
Commanding Fort Washakie, Wyo.

We certify that the foregoing agreement was fully explained in joint council to the Indians of the Shoshones and Arapahoes tribes, that they fully understand the nature of the agreement, and agree to the same.

EDMO. LE CLAIR,  
NORKOK (his x mark),  
*Shoshone Interpreters.*

HENRY LEE,  
WILLIAM SHAKESPEARE,  
*Arapahoe Interpreters.*

Witnesses:

THOS. R. BEASON.  
JNO. W. TWIGGS, Jr.

I certify that the foregoing names, though in some cases duplicates, in every instance represents different individuals.

EDMO. LE CLAIR, *Special Interpreter.*

Witnesses to the foregoing agreement and signatures of the Indians.

JOHN S. LOUD,  
*Captain, Ninth Cavalry.*

JOHN F. McBLAIN,  
*First Lieutenant, Ninth Cavalry.*

JNO. W. TWIGGS, Jr.

THOS. R. BEASON.

JNO. W. CLARK,  
*Allotting Agent.*

JOHN ROBERTS,  
*Missionary of the Protestant Episcopal Church to the Indians.*

I certify that the Indians, Shoshones and Arapahoes, numbering two hundred and seventy-three (273) persons, who have signed the foregoing agreement constitute a majority of all male Indians over eighteen (18) years of age, belonging on the Shoshone Reservation, Wyoming.

RICHARD H. WILSON,  
*Captain, Eighth Infantry, Acting Indian Agent.*

Therefore,

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the said agreement be, and the same hereby is, accepted, ratified, and confirmed.*

That for the purpose of making the payment stipulated for in the first paragraph of article four of the foregoing agreement, the same to be paid to the Indians belonging on the Shoshone Reservation per capita in cash or expended for them by their agent in the purchase of stock cattle, as in said article provided, the sum of ten thousand dollars be, and the same hereby is, appropriated out of any money in the Treasury not otherwise appropriated.

That for the purpose of surveying and establishing the southern and western boundaries of the tract ceded by the foregoing agreement, the sum of six hundred dollars, or so much thereof as may be necessary, be, and the same hereby is, appropriated out of any sum in the Treasury not otherwise appropriated.

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