

University of Oklahoma College of Law

## University of Oklahoma College of Law Digital Commons

---

American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899

---

2-19-1875

**Letter from the acting Secretary of the Interior, in answer to a Senate resolution of February 2, 1875, transmitting information in relation to services rendered by William P. Adair and C. N. Vann, to the Osage Indians.**

Follow this and additional works at: <https://digitalcommons.law.ou.edu/indianserialset>



Part of the [Indigenous, Indian, and Aboriginal Law Commons](#)

---

### Recommended Citation

S. Exec. Doc. No. 29, 43rd Cong., 2nd Sess. (1875)

This Senate Executive Document is brought to you for free and open access by University of Oklahoma College of Law Digital Commons. It has been accepted for inclusion in American Indian and Alaskan Native Documents in the Congressional Serial Set: 1817-1899 by an authorized administrator of University of Oklahoma College of Law Digital Commons. For more information, please contact [Law-LibraryDigitalCommons@ou.edu](mailto:Law-LibraryDigitalCommons@ou.edu).

## LETTER

FROM THE

# ACTING SECRETARY OF THE INTERIOR,

IN ANSWER TO

*A Senate resolution of February 2, 1875, transmitting information in relation to services rendered by William P. Adair and C. N. Vann, to the Osage Indians.*

---

FEBRUARY 19, 1875.—Referred to the Committee on Indian Affairs and ordered to be printed.

---

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., February 18, 1875.

SIR: I have the honor to acknowledge the receipt of Senate resolution dated February 2, 1875, as follows:

*Resolved*, That the Secretary of the Interior be requested to furnish the Senate with full information as to the nature of the services rendered by William P. Adair and C. N. Vann, for which the sum of fifty thousand dollars was paid to them out of the money belonging to the Osage Indians, and the authority by which said payment was made.

In reply, I transmit herewith a report from the Commissioner of Indian Affairs, relative to the subject-matter of said resolution, together with copies of documents relating thereto.

By the provisions of a treaty with the Great and Little Osage Indians made at Drum Creek, in the State of Kansas, May 27, 1868, a copy of which is herewith transmitted, all the lands of the Osages in said State were to be sold to the Leavenworth, Lawrence and Galveston Railroad Company at 12½ cents per acre, amounting in the aggregate to \$1,600,000, payable, \$100,000 in cash, and the balance in bonds of the company bearing interest at the rate of 5 per cent. per annum. This treaty was sent to the Senate for action June 13, 1868, and referred to the Committee on Indian Affairs. It was reported back by said committee, April 21, 1869, with amendments, a copy of which amended treaty is herewith transmitted. The amendments provided for a sale of the lands to six railway corporations, in certain specified proportions, but made no change in the price nor in the terms of payment from the original treaty.

This treaty was not finally acted upon at that session of Congress, but was pending at the meeting of the next session, in December, 1869. In the mean time the Commissioner had called upon the superintendent of

Indian affairs for a report of the circumstances attending the making of the treaty, and the report of that officer is herewith transmitted.

November 10, 1869, the Osage council made a contract with Wm. P. Adair and C. N. Vann, attorneys at law and distinguished citizens of the Cherokee Nation, authorizing them to resist the ratification of the treaty and to use their influence to procure such legislation as would enable the Osages to obtain a higher price for the lands embraced in their reservation in Kansas. The consideration for the services named in the contract was a contingent fee of 50 per cent. of all moneys obtained from the sale of said lands in the excess of the amount named in the treaty to be paid by the railroad company.

The treaty had been favorably reported by the standing Committee on Indian Affairs, in the Senate, as has been shown, and was before the Senate for its action when that body assembled in December, 1869. The influence of six railway corporations interested in the ratification of the treaty seems to have led the attorneys to despair of defeating it in the Senate, and they therefore presented such facts and arguments to the President as induced him to withdraw the treaty before any action was had upon it.

Subsequently, a provision was incorporated in the Indian appropriation bill, passed July 15, 1870, (Stats., vol. 16, p. 362,) for the sale of the Osage reserve, at not less than \$1.25 per acre. The proceeds of the sales of said lands, under the laws above cited, amounted to between \$6,000,000 and \$7,000,000, or over \$5,000,000 more than the price named in the treaty. Under the original contract with Adair and Vann, their contingent fee would have been \$2,500,000. The original contract was canceled by the Osage council in February, 1873, and a new contract made between the same parties, in which the fee was fixed at \$330,000. This last-named contract was subsequently amended by the council, and the consideration reduced to \$230,000. A copy of the last-mentioned contract accompanies this report.

The first official knowledge that the Indian Office or the Department had of any contract between the Osages and Messrs. Adair and Vann, was when the last above-mentioned contract was presented for action. The Commissioner of Indian Affairs, in a letter dated July 8, 1874, transmitted said contract to the honorable Secretary of the Interior, approved for \$50,000, in which communication he referred to the services of Messrs. Adair and Vann as follows: "From the best information I can procure, I have no hesitation in admitting that the great gain to the Osages, amounting to over \$5,000,000, in the final sale of their lands, was largely due to the services of Vann and Adair."

The feeling of the Osages in regard to the contract and the action of the Indian Office is shown in letter, herewith, from the Osage council, dated December 14, 1874.

A detailed statement of the services of Messrs. Adair and Vann will be found in the affidavit of Colonel Adair, a copy of which is transmitted with the papers.

The resolution further inquires upon what authority said payment was made.

Attention is invited to section 1 of the act of Congress "making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the year ending June 30, 1875, and for other purposes," (Stats. at Large, 1st sess. 43d Cong., pamphlet edition, p. 161,) containing the following provision:

For interest on seven hundred and twenty thousand seven hundred and forty-nine dollars, at five per centum per annum, to be used for such objects as the Secretary of the Interior may direct, as per act of July fifteenth eighteen hundred and seventy, thirty-six thousand and thirty-seven dollars and forty-five cents: *Provided*, That the Secretary of the Interior be, and he is hereby, authorized to expend from the proceeds of the sale of lands of the Great and Little Osage Indians provided to be sold by section twelve of said act of July fifteenth, eighteen hundred and seventy, the sum of two hundred thousand dollars per annum for two years, or so much thereof as may be necessary for the purchase of stock and agricultural implements, opening farms, erection of houses, and for the civilization of the Osages and of their tribal government.

August 5, 1874, a requisition was drawn upon the fund thus provided, in favor of Wm. P. Adair and C. N. Vann, for \$50,000, and the evidence that the sum was paid from said fund is contained in a letter from the Hon. Assistant Secretary of the Treasury, dated February 15, 1875, transmitted herewith.

I cannot conceive what should have given rise to the suspicion that this payment was made from the proceeds of the sales of the Osage lands, without authority of law, unless it be from the statement of the account of that fund published in the last Report of the Commissioner of Indian Affairs, page 141. The foregoing detail of this transaction is perfectly conclusive as to its entire regularity in all its details, and the statement referred to in the annual report is erroneous.

The author of this communication deems it proper to state that when the contract of Messrs. Adair and Vann came before the Department from the Indian Office, the Hon. Secretary of the Interior was absent from the city, and the subject was referred to the Assistant Attorney-General. With the advice and concurrence of that officer, the recommendation of the Commissioner of Indian Affairs was approved by the Acting Secretary, and a requisition was drawn upon the Treasury as heretofore stated.

Very respectfully, your obedient servant,

B. R. COWEN,  
*Acting Secretary.*

The PRESIDENT of the Senate of the United States.

---

*List of accompanying papers.*

- No. 1. Copy of treaty between United States and Osages, May 27, 1868.
- No. 2. Copy of treaty as amended by Senate committee, reported June 13, 1868.
- No. 3. Copy of letter of Commissioner of Indian Affairs, August 20, 1869, with printed slip.
- No. 4. Copy of report of Superintendent Hoag, October 11, 1869.
- No. 5. Copy of contract of Adair and Vann with Osages, February 8, 1873.
- No. 6. Copy of letter of Superintendent Hoag, May 1, 1874, transmitting protest and letter of Osages against said contract.
- No. 7. Copy of letter of Osages, August 27, 1873, and protest sent by Superintendent Hoag.
- No. 8. Copy of letter of Commissioner of Indian Affairs, submitting contract of Adair and Vann (No. 5) with Osages.
- No. 9. Copy of affidavit of Colonel Adair.
- No. 10. Copy of letter of Department, (July 21, 1874,) returning contract to Indian Office approved for \$50,000.
- No. 11. Copy of letter of Indian Office relative to appropriation from which payment shall be made, July 23, 1874.
- No. 12. Copy of answer of Department of Interior to above, July 30, 1874.
- No. 13. Copy of letter from Osage council approving action.
- No. 14. Copy of report of Indian Office, February 12, 1875, on reference of Senate resolution.
- No. 15. Copy of letter from Assistant Secretary of the Treasury, showing fund from which payment of Messrs. Adair and Vann was made.

## No. 1.

TREATY BETWEEN THE UNITED STATES AND THE GREAT AND LITTLE  
OSAGE TRIBE OF INDIANS, CONCLUDED THE 27TH DAY OF MAY, 1868.

Articles of a treaty made and concluded at the Osage council-ground, on Drum Creek, in the Osage Nation, in the State of Kansas, on the 27th day of May, A. D. 1868, by and between the United States, represented by Nathaniel G. Taylor, Commissioner of Indian Affairs, Thomas Murphy, superintendent of Indian affairs for the Central Superintendency, George C. Snow, agent for the Indians of the Neosho agency, and Albert G. Boone, special agent, (commissioners duly appointed by the President of the United States for that purpose,) and the Great and Little Osage tribes of Indians, represented by their chiefs, councilmen, and head-men duly authorized to negotiate and treat in behalf of said tribe, as follows:

## ARTICLE I.

The tribe of the Great and Little Osage Indians are desirous of removing from Kansas to a new and permanent home in the Indian Territory, and of making an advantageous and absolute sale of their lands in the State of Kansas. They desire, moreover, to so dispose of these lands as to aid in the speedy extension of the Leavenworth, Lawrence and Galveston Railroad to and through the Indian Territory, it being the only road now in process of construction running directly through the said Territory which is to be the future home of themselves and their race, and for the further reason that it will give them in their new home the means of transit and transportation, and will tend to promote among them and their brethren the arts and habits of civilized life. The Government of the United States is willing that the company constructing said railroad may become the purchasers of said lands on terms favorable to the Osages and the settlers, because said railroad has received from the United States no money-subsidies and only an inconsiderable land-grant, and because, when constructed, it will become a great trunk-line from the Missouri River to the Gulf of Mexico, and with its branches will open to settlement vast and fertile districts now too remote from railroads and navigable waters to be susceptible of advantageous settlement and cultivation. It is therefore agreed that the Leavenworth, Lawrence and Galveston Railroad Company, a corporation duly organized under the laws of the State of Kansas, shall have the privilege of purchasing the present reserve of the Osages in Kansas, and also the strip of land lying along the north border of the present reservation, ceded to the United States in trust by article second of the treaty between the United States and the Great and Little Osage Indians, concluded September 29, 1865, on the following terms and conditions: Said company shall, within three months after the ratification and promulgation of this treaty, pay to the Secretary of the Interior one hundred thousand dollars in cash, and shall execute and deliver to him its bonds for the further sum of one million five hundred thousand dollars, bearing interest, payable semi-annually, at the rate of five per cent. per annum; the interest on said bonds to commence when the Osages remove from their present reservation, which date shall be fixed, and notice thereof given to the company, by the Secretary of the Interior. One hundred thousand dollars of said bonds shall become due and payable each and every year after the date of execution thereof, so that the last one hundred thousand dollars of said bonds shall become due and payable in fifteen years from the date of execution thereof. And if said company shall pay the said sum of one hundred thousand dollars, and deliver its said bonds, bearing interest, for one million five hundred thousand dollars, as above provided, and shall, one year thereafter, pay one hundred thousand dollars of said bonds, and interest on the whole of said bonds from the date when said interest shall have begun to accrue, and shall have built and equipped not less than twenty miles of said railroad from Ottawa, Kansas, in a southerly direction, then patents shall be issued to it by the Secretary of the Interior for an amount of said lands to be designated under his direction, equal in value to one-fifteenth part of the lands which are herein authorized to be sold to said company, deducting and excepting, however, from said amount of land the lands which shall have been, between the date of the purchase by said company and that date, purchased by settlers as hereinafter provided. And if said company shall, annually thereafter, pay one hundred thousand dollars of said bonds, and interest as thereinbefore provided on all the remaining bonds, and shall, each and every year thereafter, build and equip not less than twenty miles of said road until the same shall have reached the southern boundary of the State of Kansas, it shall, at the date of each of such annual payments, receive patents for a like amount in value of said lands, to be selected under the direction of the Secretary of the Interior, deducting and excepting from said amount the lands which shall have been, between the date of the next preceding payment and that date, pre-empted and paid for as hereinafter provided; and on payment of the last of said bonds and interest, as herein provided, it shall be entitled to receive patents for all the remainder of said lands herein authorized to be sold to it.

The whole of said lands, if purchased by said company, shall be appraised, at its expense, by three disinterested appraisers to be appointed by the Secretary of the Interior, whose compensation shall not exceed ten dollars per day in full for services and expenses, and whose appraisal, when approved by the Secretary of the Interior, shall govern in ascertaining the relative value of the amounts of land from time to time selected and paid for, as hereinbefore provided. When said company shall make its first payment and deliver its bonds to the Secretary of the Interior, as above provided, he shall execute and deliver to it a certificate setting forth the fact that it has elected to purchase the lands herein provided to be sold, and is entitled to the possession and use of the same; which certificate shall be evidence of the right of said company to the possession and use of the said lands so long as it shall comply with the conditions of purchase therein prescribed as against all persons except Osages or other persons connected with the nation as may have authority from the Secretary of the Interior to remain temporarily on said lands. But such certificates shall not authorize the taking of any timber or stone from any of said lands, except from such as shall have been selected and paid for as herein provided.

None of said lands shall be subject to taxation except such as shall have been patented to said company, or selected and paid for as above provided. And whenever any patent shall issue to said railroad company for any part of said lands, it shall contain the condition that said company shall sell the lands described in said patent, except so much as may be necessary for the operation of said road, within five years from the issuance of said patent. But if the said company shall fail to pay the said sum of one hundred thousand dollars first above mentioned, and to deliver its bonds for one million five hundred thousand dollars, as above provided, within three months from the ratification and promulgation of this treaty, then it shall have no exclusive right of purchasing said lands, but the lands shall then be surveyed under the direction of the Secretary of the Interior, and appraised by three disinterested appraisers, to be by him appointed, and offered for sale to actual settlers for a period of one year from the promulgation of this treaty, at not less than its appraised value, under such rules and regulations as the Secretary of the Interior may, from time to time, prescribe. And at the expiration of said year, should any of said lands remain unsold, the Secretary of the Interior shall cause the same to be sold in a body for cash, at not less than its appraised value. The proceeds of such sales, as they accrue, after deducting the expenses of survey and appraisement, shall be invested by the Secretary of the Interior for the benefit of said Indians, as hereinafter provided.

The Secretary of the Interior may proceed to sell the said lands in a body on the most advantageous terms: *Provided, however*, That the same conditions and terms shall be observed as herein stipulated: *And provided further*, That said lands shall not be sold for less than the price herein agreed to be paid therefor. In the event that after sufficient notice has been given no sale can be made of said lands in the manner last aforesaid, and if the said company shall, after paying said sum of one hundred thousand dollars, and delivering said one million five hundred thousand dollars of bonds, fail to make payment of any portion of the principal or interest remaining due within thirty days from the date when the same shall become due and payable, said company shall forfeit all its right to any portion of said lands not heretofore selected and paid for. And all of said lands herein provided to be sold to said company, which shall remain unpaid for, shall thereupon be sold by the Secretary of the Interior in the manner hereinbefore provided. And in case said company shall desire to pay any portion of said bonds before the same shall become due and payable, it shall be permitted to do so, and shall be entitled on such payment to have lands selected and patented to it in like manner as on the payment of the bonds when due. And no patent shall issue to any assignee of said company for any of the lands purchased by it under the provisions hereof.

#### ARTICLE II.

The right of way is hereby granted to said company through the lands herein authorized to be sold, not exceeding 100 feet in width, and the right to take from said land such timber, stone, water, and other material as may be necessary for the construction and operation of the road, and for the construction of its stations, culverts, and bridges: *Provided, however*, That no timber or stone shall be taken by the company or its agents from any of the lands not paid for, and not included in said right of way, except on payment of the fair value of such timber or stone, and under such regulations as the Secretary of the Interior shall prescribe, for which amounts the company shall be entitled to credit on paying, as herein provided, for the lands from which such timber and stone may have been taken.

#### ARTICLE III.

The proceeds of the sales of the lands herein authorized to be sold shall be invested for the Osage Nation in United States registered stocks, except as hereinafter provided, and the interest thereof shall be applied semi-annually, under the direction of the Sec-

retary of the Interior, as follows: The interest on one hundred thousand dollars shall be paid in support of schools in said nation; the interest on three hundred thousand dollars shall be paid in cash for national purposes; five thousand two hundred dollars thereof shall be paid as compensation to the chiefs and councilors of the nation; five thousand shall be expended for the encouragement of agriculture, to be paid *pro rata* to each head of a family in proportion to the number of acres cultivated and improvements made thereon by individual members of the tribe, the object being to encourage real industry among them; the remaining four thousand eight hundred dollars shall be expended under the direction of the council and agent for the tribe, in the payment of such other expenses as may be necessary for the benefit and support of their national government; and the interest on the balance shall be paid to the members of the nation *per capita*, or to the council for distribution, in money, goods, provisions, and other articles of necessity, as the council of the nation and the agent for the tribe may recommend, under the direction of the Commissioner of Indian Affairs.

#### ARTICLE IV.

All persons being heads of families and citizens of the United States, or members of any tribe at peace with the United States, who have settled on the strip north of the present Osage reservation, known as the "trust-lands," and are, at the date of the ratification hereof, residing thereon as bona fide settlers, shall have the privilege, at any time within one year from the date of the ratification of this treaty, of purchasing from the United States a quarter-section, one hundred and sixty acres, at one dollar and twenty-five cents per acre, to be selected in [one] a compact body, according to legal subdivisions, and to include, as far as practicable, the improvements of each settler: *Provided, however,* That said quarter-section shall not consist or be made up from parts of different quarter-sections.

#### ARTICLE V.

Nothing in this treaty shall be held to impair the rights of half-breed Osages, and of the heirs of Joseph Swiss, under the provisions of article fourteen (14) of the treaty concluded September 29, 1865; and it is hereby declared that the following persons are the heirs, and the only heirs, according to the Osages' customs and laws, of the said Joseph Swiss, viz: Phebe Bayette, Julia Ravellette, Julia Ann Delorien, and Jacob Swiss; and it is hereby provided that the improvements of said half-breeds now on the lands herein stipulated to be sold shall be appraised by the commissioners appointed to appraise these lands, and the value thereof shall be paid to the owners of said improvements by the parties purchasing them, within six months after the ratification of this treaty.

They shall have an equal right, in proportion to their number, with the full-blood Indians in all the benefits to be derived from this and all former treaties with the Osage Indians, and shall select from their number one of their people, who shall represent them in the councils of the nation, upon an equal footing with the other members of said council.

#### ARTICLE VI.

As a compensation to the Osages for the stock and farming utensils which the United States agreed to furnish them by the second article of the treaty of January 11, 1839, and which were only in part furnished, the United States agrees to pay the said nation twenty thousand dollars; and as compensation for the saw and grist mills which the United States agreed by said treaty to maintain for them for fifteen years, and which were only maintained five years, the United States agrees to pay said nation ten thousand dollars; which sums shall be expended under the direction of the Commissioner of Indian Affairs, in the following manner: twelve thousand dollars in erecting agency-buildings, a warehouse, and blacksmiths' dwellings, and a blacksmith-shop, and the remaining eighteen thousand dollars in the erection of a school-house and church, and the purchase of a saw and grist mill, which mill is to be managed and controlled by the society in charge of the Catholic mission, for the benefit of said Indians.

#### ARTICLE VII.

The reservation herein authorized to be sold shall be surveyed as other public lands are surveyed, under the direction of the Secretary of the Interior, and the expenses of survey paid by the said Leavenworth, Lawrence and Galveston Railroad Company.

#### ARTICLE VIII.

If the proceeds of the sale of the lands ceded to the United States by the first article of the treaty of January 21, 1867, shall exceed the amount of purchase-money paid

therefor by the United States and expenses incident to the survey and sale thereof, then the remaining proceeds shall be invested for the Osages in United States registered stocks, and the interest thereon applied semi-annually as other annuities.

## ARTICLE IX.

The Osage Indians being sensible of the great benefits they have received from the Catholic mission, and being desirous to have said mission go with them to their new homes, it is hereby stipulated that two sections of land, to be selected by said society at or near the agency, shall be granted in fee-simple to John Shoemaker, in trust, for the use and benefit of the society sustaining said mission, and it shall have the free use of such timber and firewood as may be necessary for the use of said mission and school, on condition that said society shall establish and maintain a mission and school for the education and civilization of the Osages. But if the said society shall fail to avail itself of the provisions of this treaty within twelve months after the removal of said Indians to their new home, it shall forfeit all the rights, privileges, and immunities herein conferred upon it, including said lands, in which contingency these same rights, privileges, and benefits so forfeited shall inure to any other Christian society willing to assume the duties and responsibilities and comply with the conditions herein enjoined on said mission: *Provided, however,* That in the event no Christian society should avail themselves of the benefits herein provided within two years from the removal of said Indians to their new homes, then all funds herein set apart for said school and missionary purposes shall be applied, under the direction of the Commissioner of Indian Affairs, to such purposes as in his judgment will best promote the moral, intellectual, and industrial interests of the Osage Nation: *Provided,* That the annual expenditure for school purposes may be increased at the discretion of the Commissioner of Indian Affairs to an amount not to exceed five thousand dollars, as in his judgment the educational necessities of the Osages may require, to be deducted from the annuities.

## ARTICLE X.

The Great and Little Osage Nation of Indians being anxious to relieve themselves from the burden of their present liabilities, and it being essential to their best interests that they should be allowed to commence their new mode of life free from the embarrassment of debt, it is hereby stipulated and agreed, that all just and valid debts which may be due and unpaid at the date of the signing of this treaty, either to whites or Indians, by said Osages, shall be liquidated and paid out of the funds arising from the sale of the lands herein stipulated to be sold, so far as the same shall be found just and valid on an examination thereof, to be made by the agent of the tribe and the superintendent of Indian affairs for the Central Superintendency, whose duty it shall be to examine all claims presented to them within one year from the promulgation of this treaty, and to take in writing the evidence in favor of and against said claims; and after having made such examination they shall submit said claims to the national council of the Osage Nation for their approval or rejection, and report their proceedings thereon, with the evidence and decision of the council, and their opinions in each individual case, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be final: *Provided,* That the amount so allowed and paid shall not exceed forty thousand dollars: *And provided further,* That if the amount of just claims shall exceed the sum of forty thousand dollars, the said amount of forty thousand dollars shall be divided *pro rata* among the different claimants whose claims shall have been established and allowed.

## ARTICLE XI.

The United States agrees that the agent for said Indians in the future shall make his home at the agency-buildings; that he shall reside among them and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint, by and against the Indians, as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of deprecation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

## ARTICLE XII.

If any individual belonging to said tribe of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation not exceeding three hundred and twenty acres in extent, which tract, when selected, certified, and recorded in the land-book, as



herein directed, shall cease to be held in common; but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it. Any person over eighteen years of age, not being the head of a family, may in like manner select, and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same, as above directed. For each tract of land so selected, a certificate, containing a description thereof, and the name of the person selecting it, with a certificate indorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent, after the same shall have been recorded by him in a book, to be kept in his office, subject to inspection, which said book shall be known as the "Osage Land-Book." The President may at any time order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the title held by each. The United States may pass such laws on the subject of alienation and descent of property, and on all subjects connected with the government of the Indians on said reservation and the internal police thereof, as may be thought proper.

#### ARTICLE XIII.

It is hereby agreed that the first article of the treaty made at Conville trading-post, Osage Nation, in the State of Kansas, on the 29th day of September, A. D. 1865, by and between the United States and the Osage tribe of Indians, shall be, and hereby is, so amended as to strike out in the second line of the fourth page, (printed copy,) after the word "Interior," the words "*on the most advantageous terms,*" and in the third and fourth line, after the word "laws," strike out the words "*no pre-emption claim,*" so as to make the clause, of which the words stricken out are members, read as follows: "Said lands shall be surveyed and sold under the direction of the Secretary of the Interior for cash, as public lands are surveyed and sold under existing laws, but no homestead settlements shall be recognized." It is also agreed to add after the last word in the amended clause, viz, "recognized:" *Provided*, That nothing in this amendment shall be so construed as to diminish in any way the funds derivable to the Indians under said treaty, or construed so as to interfere with vested rights under said treaty.

#### ARTICLE XIV.

The United States hereby agrees to sell to the Great and Little Osage tribes of Indians, for their future home, at a price not to exceed twenty-five cents per acre, the following-described district of country, viz: commencing at a point where the ninety-sixth (96) meridian west from Greenwich crosses the south line of the State of Kansas; thence south on said meridian to the north line of the Creek country; thence west on said north line to a point where said line crosses the Arkansas River; thence up said Arkansas River, in the middle of the main channel thereof, to a point where the south line of the State of Kansas crosses said Arkansas River; thence east on the said State line to place of beginning. It is hereby agreed that the United States shall, at its own expense, cause the boundary lines of said country to be surveyed and marked by permanent and conspicuous monuments. Said survey to be made under the direction of the Commissioner of Indian Affairs. And it is hereby stipulated and agreed, that when the United States has secured a title to the above-described lands, the Osages shall be required to remove and reside thereon: but nothing in this treaty shall be so construed as to compel the said Indians to remove from their present reservation until the Government has secured said title, and notice thereof given by the Commissioner of Indian Affairs to the agent of said Indians.

#### ARTICLE XV.

The Osage tribe of Indians hereby assent to any alterations or amendments which the Senate of the United States may make to this treaty: *Provided*, That such alterations or amendments do not affect the rights and interests of said Osage Indians as defined and secured in this and former treaties.

#### ARTICLE XVI.

The Osages acknowledge their dependence on the Government of the United States, and invoke its protection and care. They desire peace, and promise to abstain from war, and commit no depredations on either white citizens or Indians; and they further agree to use their best efforts to suppress the introduction and use of ardent spirits in their country.

#### ARTICLE XVII.

The United States hereby agree to pay to the Great and Little Osage tribes of Indians a just and fair compensation for stock stolen from them by whites since the ratification of the treaty of September 29, 1865, and it is made the duty of the agent of the said tribe to investigate all claims of this character, and report the same, with the proof in each case, to the Commissioner of Indian Affairs within three months from the ratification

of this treaty: *Provided*, That before the United States shall have become bound to pay said claim, it shall be submitted to Congress and approved by it, both as to the justice of the claim and its amount.

## ARTICLE XVIII.

It is hereby agreed that the Commissioner of Indian Affairs shall make an examination of the accounts of the Osage tribe of Indians, and if he finds that the sum of three thousand dollars due Clairmont, a chief of said tribe, under the ninth article of the treaty of 1839, has never been paid to said chief, he shall cause the said sum to be paid to the said Clairmont for the sole use and benefit of the band of which he is chief.

In testimony whereof, the undersigned, the said Nathaniel G. Taylor, Thomas Murphy, George C. Snow, and Albert G. Boone, commissioners as aforesaid, on behalf of the United States, and the undersigned chiefs and head-men of the Great and Little Osage tribes of Indians, have hereunto set their hands and seals, at the place, day, and year first above written.

N. G. TAYLOR, [SEAL.]  
*President of the Commission.*

THOMAS MURPHY, [SEAL.]  
GEORGE C. SNOW, [SEAL.]  
ALBERT G. BOONE, [SEAL.]

*Commissioners.*

A. N. BLACKLIDGE,  
*Secretary of the Commission.*

JOSEPH PAW-NE-NO-PASHE,  
White Hair, his x mark,  
*Principal Chief.*

GAH-HE-GAH-TON-GAH, (chief Clamont's band,)	his x mark.
BLACK DOG, (chief of the Black Dog's band,)	his x mark.
DOG THIEF, (2d chief Big Hill band,)	his x mark.
MON-SHON-O-IAR-KA, (2d chief Young Clamont's band,)	his x mark.
WILLIAM PENN, (2d chief Black Dog's band,)	his x mark.
BIG HEART,	his x mark.
KAN-SA GAH-NE, (1st councilor to Big Hill band,)	his x mark.
CHE-SHA-LA-SHA, (3d chief Big Hills,)	his x mark.
WA-CHE WA-HE, (3d chief Clamont's band.)	his x mark.
MAJOR BROKE-ARM, (3d chief Black Dog's band.)	his x mark.
MA-I-KA-HA, (4th chief Black Dog's band,)	his x mark.
CLARMONT, (chief of Clarmont band.)	his x mark.
TON-NON-GE-HE, (chief Big Hill band)	his x mark.
LITTLE BEAVER, (2d chief White Hair's band,)	his x mark.
NO-PA-WALE, (1st chief Little Osages,)	his x mark.
STRIKE AXE, (2d chief Little Osages,)	his x mark.
TALLARS, 2d chief Clannor's band,)	his x mark.
WAH-HO-PA-WAH-NO-SHA,	his x mark.
WA-SHO-PI-WAT-TANKA, (4th chief Little Osages,)	his x mark.
WA-TI-SANKA, (4th chief Little Osages,)	his x mark.
TAES-A-WATANGA, (3d chief To-nan-sha-hees,)	his x mark.
WY-O-HA-KE, (3d chief Little Osages,)	his x mark.
TALL CHIEF, (4th chief Big Hills,)	his x mark.
MO-EN-E-SHE,	his x mark.
HO-WA-SA-PA, (Big Chief's band,)	his x mark.
WA-TA-AN-KA, (principal councilor of Big Chief's band,)	his x mark.
NE-KA-KA-HONLY, (principal councilor of Black Dog's band,)	his x mark.
BLACK BIRD, (Joe's band,)	his x mark.
NON-SE-AN-KA, (Black Dog's band,)	his x mark.
WA-KO-E-WA-SHA, (Big Hill brave,)	his x mark.
SA-PA-KE-SA, (2d councilor to Big Camer,)	his x mark.
WAS-COME-MA-NEH, (Clarmont brave,)	his x mark.
TO-TAN-KA-SHE, (Clarmont brave,)	his x mark.
SA-PA-KO-O, (Clarmont brave,)	his x mark.
WA-SHA-SHE-WAT-IAN-KER, (Clarmont brave,)	his x mark.
MO-SHA-O-KER-SHAN, (Big Hill brave,)	his x mark.
CHE-WA-TE, (Little Osage,)	his x mark.
WA-HO-PA-INKA, (Little Osage,)	his x mark.
MATHEW, (Little Osage,)	his x mark.
HARD CHIEF, (Little Osage,)	his x mark.
WA-KA-LE-SHA, (Little Osage,)	his x mark.
SHINKA-WA-TI, (Little Osage,)	his x mark.
WA-SHO-SHE, (Little Osage,)	his x mark.
PA-NE-NO-PA-SHA, (Little Osage,)	his x mark.
CHETOPAH, (principal councilor Little Osages,)	his x mark.

HARD ROPE, (White Hair's principal councilor,)	his x mark.
WE-PI-SHE-WAY-LAP, (Beaver's councilor,)	his x mark.
KE-NO-E-NEN-KE, (2d councilor to White Hair,)	his x mark.
WA-LA-HO-NA, (councilor to White Hair's band,)	his x mark.
KA-KE-K-WA-TI-ANKI, (little chief White Hair's band,)	his x mark.
TA-PI-GUA-LA, (little chief White Hair's band,)	his x mark.
YELLOW HORSE, (Big Hill brave,)	his x mark.
GO-SHE-SHEER, (brave Big Hill band,)	his x mark.
NO-SON-TA-SHE, (Big Hill brave,)	his x mark.
NE-KO-CON-SEE, (Big Hill brave,)	his x mark.
WA-PE-SUM-SEE,	his x mark.
NE-KO-LEVERLA,	his x mark.
VA-HA-SU-SHE, (3d chief Big Hills,)	his x mark.
JOSEPH, (Paw-ne-no-pash's braves,)	
OR-LE-HE-NON-SHE,	his x mark.
CHO-SHE-MON-NEE,	his x mark.
HIM-SHA-GA-CIRE,	his x mark.
WA-KON-TA OKEE,	his x mark.
WA-SHIN-PE-SHE,	his x mark.
GRON-NA-TA-NE-GAH,	his x mark.
HA-GHA-NEE,	his x mark.
NE-CHAR-YOU-LAW,	his x mark.
PAW-NEE-WAY-NA-TAW,	his x mark.
WA-HON-GA-TA-GON-SHEE,	his x mark.
WAR' EAGLE,	his x mark.
NEE-CHA-NA-SHON-TOW-GA,	his x mark.
KA-KE-GA-WA-TA-GHE,	his x mark.
NON-SON-DO-SHE,	his x mark.
WA-MON-CHA-NA-CHE,	his x mark.
PA-HON-DO-GRA-HE,	his x mark.
STRIKE AXE,	his x mark.
KATUM-MO-NEE, (White Hair brave,)	his x mark.
PE-SHE-O-LA-HA, (White Hair brave,)	his x mark.
WA-SHE-TI-IN-GAH, (White Hair brave,)	his x mark.
BIG ELK, (White Hair brave,)	his x mark.
KI-HE-KI-NA-SHE-P-SHE, (Beaver's little chief,)	his x mark.
KA-HE-GA-STA-KA, (little chief Beaver's band,)	his x mark.
VE-NE-KA-KA, (little chief Beaver's band,)	his x mark.
WOLFE, (little chief Beaver's band,)	his x mark.
WA-NO-PA-SHE,	his x mark.
NE-KO-LE-BRA,	his x mark.
SHIN-KO-WA-SAH, (Beaver's councilor,)	his x mark.
MEN-TI-ANKA, (brave,)	his x mark.
O-PON-TO-GA, (3d chief Clarmont's band,)	his x mark.
WA-HE-SA-HE, (principal councilor old Lamor,)	his x mark.
HO-NE-KA-SHE,	his x mark.
NIGHT,	his x mark.
WOLFE, (4th chief Clamore's band,)	his x mark.
KOB-BA-SHE,	his x mark.
WA-SHA-TUN-KA,	his x mark.
HER-LA-SHE,	his x mark.
LE-HE-PIE,	his x mark.
PA-HUNGRA-HA-KIE,	his x mark.
NE-KA-GONE,	his x mark.
MA-KE-O-TI-KE,	his x mark.
ME-LO-TU-MU-NI, (Twelve O'clock,)	his x mark.
O-CUNSE-WA-SKUN,	his x mark.
NO-PA-WA-HRE,	his x mark.
KA-LA-WA-SHO-SHE,	his x mark.
KON-SA-KEE-A-REE,	his x mark.
O-KEE-PA-LO,	his x mark.

Signed in our presence, this 27th day of May, anno Domini 1868.

ALEX'R R. BANKS, *Special United States Indian Agent.*  
 GEORGE W. YATES, *Captain Seventh United States Cavalry.*  
 I. S. KALLOCH.  
 M. W. REYNOLDS, *Reporter for Commission.*  
 MOSES NEAL.  
 CHARLES ROBINSON.  
 W. P. MURPHY.  
 WILLIAM BABCOCK.

The undersigned, interpreters of the said nation, do hereby certify that the foregoing treaty was read and interpreted by us to the above-named chiefs and head-men of the Osage Nation, and that they declared themselves satisfied therewith, and signed the same in our presence.

ALEXANDER BEYETT,  
*United States Interpreter.*  
 LEWIS P. CHOTEAU,  
*Special Interpreter.*  
 AUGUSTUS CAPTAIRE,  
*Special Interpreter.*

No. 2.

The foregoing treaty was submitted to the Senate, and referred to the standing Committee on Indian Affairs, June 13, 1868; said committee reported it back so amended as to read as follows:

TREATY BETWEEN THE UNITED STATES AND THE GREAT AND LITTLE OSAGE TRIBE OF INDIANS, CONCLUDED THE 27TH DAY OF MAY, 1868.

*Articles of a treaty made and concluded at the Osage council grounds, on Drum Creek, in the Osage Nation, in the State of Kansas, on the 27th day of May, A. D. 1868, by and between the United States, represented by Nathaniel G. Taylor, Commissioner of Indian Affairs, Thomas Murphy, superintendent of Indian affairs for the Central Superintendency, George C. Snow, agent for the Indians of the Neosho agency, and Albert C. Boone, special agent, (commissioners duly appointed by the President of the United States for that purpose,) and the Great and Little Osage tribe of Indians, represented by their chiefs, councilmen, and head-men duly authorized to negotiate and treat in behalf of said tribe, as follows:*

ARTICLE I.

It is agreed by and between the parties hereto, that the present reserve of the Osages in Kansas, and also the strip of land lying along the north border of said reserve, ceded to the United States, in trust, by article second of the treaty between the United States and the Great and Little Osages, concluded September 29, 1865, may be sold for the sum of \$1,600,000 to the Leavenworth, Lawrence and Galveston Railroad Company, the Atchison, Topeka and Santa Fé Railroad Company, the Missouri, Fort Scott and Santa Fé Railroad Company, the Union Pacific Railway Southern Branch Company, the Leavenworth and Topeka Railway Company, and the Lawrence and Neosho Valley Railroad Company, (corporations duly organized under the laws of the State of Kansas,) on the following terms and conditions, to wit:

The Leavenworth, Lawrence and Galveston Railroad Company, and the Atchison, Topeka and Santa Fé Railroad Company, may each purchase five-sixteenths of said lands by each paying \$31,250 in cash, and each executing and delivering its bond for the further sum of \$468,750; and the Missouri, Fort Scott, and Santa Fé Railroad Company, and the Lawrence and Neosho Valley Railroad Company, may each purchase one-eighth of said lands by each paying \$12,500 in cash, and each executing and delivering its bond for the further sum of \$187,500; and the Union Pacific Railway Southern Branch Company, and the Leavenworth and Topeka Railway Company, may each purchase one-sixteenth of said lands by each paying \$6,250, and each executing and delivering its bond for the further sum of \$93,750. Each of said companies shall make its said cash payment and execute and deliver its said bond to the Secretary of the Interior within ninety days from the promulgation of this treaty; and the bond of each company shall be for the payment of the sum named to the United States, in ten equal annual installments, with interest, payable annually, at the rate of 5 per cent. per annum, from the date fixed for the removal of the Osages from their present reservation; which date shall be fixed, and notice thereof given to each of said companies, by the Secretary of the Interior.

And if either of said companies shall fail to pay to the Secretary of the Interior in full said hand payment, or any part of the principal or interest of its bond, within thirty days from the date when the same becomes due and payable, it shall not be entitled thereafter to receive any part of said lands, or of the proceeds thereof, as hereinafter provided; and the Secretary of the Interior shall, in that event, cause the proportion of the proceeds of sales of said lands, which would otherwise have been credited to such company, to be invested for the benefit of the Osages, under the third article of this treaty. But either of said companies may pay any part of the principal or interest of its bond before the same becomes due.

The Leavenworth, Lawrence and Galveston Railroad Company shall, each and every year from the promulgation of this treaty, construct and equip thirty miles of its railroad southward from the town of Ottawa, until said railroad shall be constructed and equipped to the southern boundary of the State of Kansas. And within three years from the ratification of this treaty, (or within one year after a railway-bridge shall have been constructed across the Kansas River, at or near Lawrence, for the use of said Leavenworth, Lawrence and Galveston Railroad Company,) said company, its successors and assigns, shall construct, or permanently control for its use, and operate a continuous line of railway from Fort Leavenworth to the southern boundary of the State of Kansas, via Lawrence. And within ninety days from the ratification of this treaty, said company shall execute and file with the Secretary of the Interior an agreement with the United States to construct, or control and operate said road as aforesaid, and always thereafter to run through trains from Fort Leavenworth, or Leavenworth City, to the southern boundary of the State of Kansas; agreeing and stipulating in said agreement to forfeit the sum of \$1,000 as liquidated damages for each and every neglect and default to run trains and to operate said road as aforesaid, except when unavoidable accident shall prevent the running of said trains as aforesaid, such exceptions being wholly in the decision of the Secretary of the Interior: *Provided, however.* That the city of Leavenworth shall grant the right of way to said Leavenworth, Lawrence and Galveston Railroad Company along the river front of said city, either to said company alone, or in common with other railroads whose route may run along the said river front.

The Atchison, Topeka and Santa Fé Railroad Company shall, within 18 months from the promulgation of this treaty, and each and every year thereafter, construct and equip twenty-five miles of its railroad from Topeka via Emporia, crossing the Arkansas River on the lands herein authorized to be sold, to the southern or western boundary of said lands, in the general direction of Santa Fé, New Mexico.

The Lawrence and Neosho Valley Railroad Company shall, within 18 months after the promulgation of this treaty, and each and every year thereafter, construct and equip twenty-five miles of its railroad from Lawrence in the direction of Emporia until a junction with the Atchison, Topeka and Santa Fé Railroad is made.

The Missouri, Fort Scott, and Santa Fé Railroad Company shall, within 18 months from the promulgation of this treaty, and each and every year thereafter, construct and equip twenty miles of its railroad, or the eastern connections thereof, until its line is constructed and equipped from Fort Scott, Kansas, to its eastern terminus on the Missouri Pacific Railroad.

The Union Pacific Railway Southern Branch Company shall, within 18 months from the promulgation of this treaty, and each and every year thereafter, construct and equip twenty-five miles of its railroad from Junction City or Fort Riley to its point of intersection with the line of the Leavenworth, Lawrence and Galveston Railroad in the Neosho Valley.

The Leavenworth and Topeka Railroad Company shall, within 18 months from the promulgation of this treaty, and each and every year thereafter, construct and equip twenty-five miles of its railroad from Leavenworth to Topeka, Kansas.

And said railroad companies shall, after the construction of their said roads, or any part thereof, always transport for the United States all mails, troops, munitions of war, and supplies for troops, or for Indian tribes, at the same rates as are or may be prescribed by law for similar transportation on the Union Pacific Railroad. A failure on the part of either of said companies to construct any section of its line within the time specified above, shall work a forfeiture of all its rights under this article, except to lands patented to it as hereinafter provided, unless the President, with the advice and consent of the Senate, for good cause shown, shall consent to an extension of such time.

Such of said lands as are not now surveyed shall be surveyed from time to time, as may be necessary, under the direction of the Secretary of the Interior, as public lands are surveyed. All of said lands, except such as shall be purchased by settlers at \$1.25 per acre, under the fourth article hereof, shall also, in parcels, as may be necessary, be appraised after survey, subject to the approval of the Secretary of the Interior, by three disinterested appraisers, to be appointed by him, who shall each be paid for services and expenses not exceeding \$10 per day, for the time actually and necessarily occupied in the duties of such appraisement; and any of said lands not claimed by settlers may be re-appraised, at the request of the company or companies interested, at the expiration of every two years: *Provided.* That no timber-land shall ever be appraised higher than \$7.50 an acre; and no prairie land, lying within ten miles of the located line of either of said railroads, higher than \$5 an acre; and no prairie land, lying more than ten miles from such located line, higher than \$2.50 an acre.

Whenever any section or sections of not less in all than twenty-five miles of either of said railroads shall have been constructed and equipped, and notice thereof given to the Secretary of the Interior, he shall ascertain by the report of three disinterested commissioners, to be appointed by him, whether such section is completed and equipped as a good and efficient railroad; and, if satisfied of that fact, he shall accept such

section. Each of such commissioners shall be paid not more than \$10 per day, and necessary traveling expenses during the time actually occupied in traveling to and from and inspecting such section.

All expenses of such surveys, appraisements, and inspections shall be paid by the Secretary of the Interior out of the proceeds of sales of the lands to settlers, or out of the hand payment made by the said companies, and shall be appropriately charged to the respective companies, and re-imbursed by them at the next payment of interest or principal of said bonds; or, when said bonds shall have been paid, shall be re-imbursed from the proceeds of sales of said lands to settlers.

All of such lands, except such as are settled upon and shall be purchased under the fourth article hereof, shall be and remain open to settlement, pre-emption, and purchase, as follows: Any head of a family, having made such settlement on said lands as is required of pre-emptors, may purchase, at the land-office of the proper district, a quarter-section, or less, in legal subdivisions, to include his improvements, by paying one-half of the appraised value of the land claimed in cash, within one year from the date of such settlement, and the balance within one year after such first payment: *Provided*, That no such pre-emption or purchase shall include more than forty acres of timber-land: *And provided further*, That the lands of the reserve shall not be open to such settlement or pre-emption until after the date, to be fixed by the Secretary of the Interior, for the removal of the Osages to their new home. The proceeds of all sales to settlers, after deducting therefrom amounts chargeable to the said companies, shall be credited to them severally, *pro rata*, as payments on the amounts next thereafter falling due on the principal or interest of their respective bonds.

When the whole of the bond and interest and proportion of expenses due from either of said railroad companies shall have been fully and punctually paid, as herein provided, and when the whole of the line of railroad herein required to be built by such company shall have been completed, equipped, and accepted, as herein provided, the Secretary of the Interior shall cause to be selected, reserved from sale, and patented to such company its due proportion in average value of all the lands herein authorized to be sold, which at that date remain unsold to settlers; and shall also pay over to such company its proportion of any proceeds of sales to settlers remaining, or accruing, to its credit after its bond and interest and expenses have been fully paid, as aforesaid: *Provided*, That no patent shall issue to such company for any land on which part payment has been made by a settler, unless such settler shall fail to make final payment when due; and the Secretary of the Interior, for good cause shown, may extend the time for final payment by any settler: *And provided further*, That each patent issued to such company shall contain the condition that the lands therein conveyed shall be sold by said company within five years from the date thereof, and in default of such sale the lands so patented shall revert to the United States, to be sold in trust for the benefit of the Osages. And no patent shall issue to any grantee of such company.

If either or any number of said companies less than the whole shall forfeit its or their right of purchase, as hereinbefore provided, the other company, or either of all of the other companies, which shall have performed all the requirements hereof, may, with the approval of the Secretary of the Interior, within sixty days from the date of such forfeiture, (and notice thereof given by the Secretary of the Interior to all of said companies,) assume all the obligations herein imposed on the company or companies forfeiting, and be entitled to all the rights and privileges forfeited, subject to all the conditions herein prescribed. But in case such forfeiture occurs, and no other company is so admitted to the privileges forfeited, then the Secretary of the Interior shall sell the lands to which such company would have been entitled under the provisions hereof to actual settlers, at such appraisement as he shall approve, and on the terms of payment hereinbefore prescribed; and, after deducting the proportion of expenses of survey and appraisement which would have been otherwise chargeable to such company, shall invest the proceeds for the benefit of the Osages, as provided in article third of this treaty.

If either of said companies shall consolidate with, or assign its franchises to, any other company legally authorized to construct the line of railroad herein required to be built by it, such other company shall be subrogated to all the rights and obligations under this treaty of such company herein named.

Upon the assent of the State of Kansas being given to exempt from taxation all the said lands until patents shall issue therefor, the Secretary of the Interior shall issue to it patents for sections numbered sixteen in each township of said lands, for the use of the common schools of said State, except such parts of said sections as at the date of the ratification of this treaty were settled upon and are subject to entry under the fourth article of this treaty. And in lieu of such sections, or parts of sections, so settled upon, the Secretary of the Interior shall cause to be selected and patented to the State, for the use aforesaid, other sections or parts of sections of equivalent value.

#### ARTICLE II.

The right of way is hereby granted to each of said companies through the lands herein authorized to be sold, not exceeding 100 feet in width, and the right to take

from said land such timber, stone, water, and other material as may be necessary for the construction and operation of the road, and for the construction of its stations, culverts, and bridges: *Provided, however,* That no timber or stone shall be taken by either company or its agents from any of the lands until the principal and interest of its bonds are paid, and not included in said right of way, except on payment of the fair value of such timber or stone, and under such regulations as the Secretary of the Interior shall prescribe, for which amounts the company shall be entitled to credit on paying, as herein provided, for the lands from which such timber and stone may have been taken.

#### ARTICLE III.

The proceeds of the sales of the lands herein authorized to be sold shall be invested for the Osage Nation in United States registered stocks, except as hereinafter provided, and the interest thereof shall be applied semi-annually, under the direction of the Secretary of the Interior, as follows: The interest on three hundred thousand dollars shall be paid in cash for national purposes. Five thousand two hundred dollars thereof shall be paid as compensation to the chiefs and councilors of the nation. Five thousand shall be expended for the encouragement of agriculture, to be paid *pro rata* to each head of a family in proportion to the number of acres cultivated and improvements made thereon by individual members of the tribe; the object being to encourage real industry among them; the remaining four thousand eight hundred dollars shall be expended under the direction of the council and agent for the tribe in the payment of such other expenses as may be necessary for the benefit and support of their national government; and the interest on the balance shall be paid to the members of the nation *per capita*, or to the council for distribution, in money, goods, provisions, and other articles of necessity, as the council of the nation and the agent for the tribe may recommend, under the direction of the Commissioner of Indian Affairs.

#### ARTICLE IV.

All persons being heads of families and citizens of the United States, or members of any tribe at peace with the United States, who have settled on the strip north of the present Osage reservation, known as the "trust-lands," and are at the date of the ratification hereof residing thereon as *bona-fide* settlers, shall have the privilege, at any time within one year from the date of the ratification of this treaty, of purchasing from the United States one hundred and sixty acres, at one dollar and twenty-five cents per acre, to be selected in a compact body, according to legal subdivisions, and to include, as far as practicable, the improvements of each settler.

#### ARTICLE V.

Nothing in this treaty shall be held to impair the rights of half-breed Osages, and of the heirs of Joseph Swiss, under the provisions of article fourteen of the treaty concluded September 29, 1865; and it is hereby declared that the following persons are the heirs, and the only heirs, according to the Osages' customs and laws, of the said Joseph Swiss, viz: Phebe Bayette, Julia Ravellette, Julia Ann Delorien, and Jacob Swiss; and it is hereby provided that the improvements of said half-breeds now on the lands herein stipulated to be sold shall be appraised by the commissioners appointed to appraise these lands, and the value thereof shall be paid to the owners of said improvements by the parties purchasing them within six months after the ratification of this treaty.

They shall have an equal right, in proportion to their number, with the full-blood Indians in all the benefits to be derived from this and all former treaties with the Osage Indians, and shall select from their number one of their people, who shall represent them in the councils of the nation upon an equal footing with the other members of said council.

#### ARTICLE VI.

As a compensation to the Osages for the stock and farming-utensils which the United States agreed to furnish them by the second article of the treaty of January 11, 1839, and which were only in part furnished, the United States agrees to pay the said nation twenty thousand dollars; and as compensation for the saw and grist mills which the United States agreed by said treaty to maintain for them for fifteen years, and which were only maintained five years, the United States agrees to pay said nation ten thousand dollars; which sums shall be expended under the direction of the Commissioner of Indian Affairs in the following manner: twelve thousand dollars in erecting agency-buildings, a warehouse, and blacksmith's dwellings, and a blacksmith-shop, and the remaining eighteen thousand dollars in the erection of a school-house and church, and the purchase of a saw and grist mill, which mill is to be managed and controlled by the society in charge of the Catholic mission, for the benefit of said Indians.

## ARTICLE VII.

If the proceeds of the sale of the lands ceded to the United States by the first article of the treaty of January 21, 1867, shall exceed the amount of purchase-money paid therefor by the United States and expenses incident to the survey and sale thereof, then the remaining proceeds shall be invested for the Osages in United States registered stocks, and the interest thereon applied semi-annually as other annuities.

## ARTICLE VIII.

The Osage Indians being sensible of the great benefits they have received from the Catholic mission, and being desirous to have said mission go with them to their new homes, it is hereby stipulated that two sections of land, to be selected by said society at or near the agency, shall be granted in fee-simple to John Shoemaker, in trust, for the use and benefit of the society sustaining said mission, and it shall have the free use of such timber and firewood as may be necessary for the use of said mission and school, on condition that said society shall establish and maintain a mission and school for the education and civilization of the Osages. But if the said society shall fail to avail itself of the provisions of this treaty within twelve months after the removal of said Indians to their new home, it shall forfeit all the rights, privileges, and immunities herein conferred upon it, including said lands, in which contingency these same rights, privileges, and benefits so forfeited shall inure to any other Christian society willing to assume the duties and responsibilities and comply with the conditions herein enjoined on said mission: *Provided, however,* That in the event no Christian society should avail themselves of the benefits herein provided within two years from the removal of said Indians to their new homes, then all funds herein set apart for said school and missionary purposes shall be applied, under the direction of the Commissioner of Indian Affairs, to such purposes as in his judgment will best promote the moral, intellectual, and industrial interests of the Osage Nation: *Provided,* That the annual expenditure for school purposes may be increased at the discretion of the Commissioner of Indian Affairs to an amount not to exceed five thousand dollars, as in his judgment the educational necessities of the Osages may require, to be deducted from the annuities.

## ARTICLE IX.

The Great and Little Osage Nation of Indians being anxious to relieve themselves from the burden of their present liabilities, and it being essential to their best interests that they should be allowed to commence their new mode of life free from the embarrassment of debt, it is hereby stipulated and agreed that all just and valid debts which may be due and unpaid at the date of the signing of this treaty, either to whites or Indians, by said Osages, shall be liquidated and paid out of the funds arising from the sale of the lands herein stipulated to be sold, so far as the same shall be found just and valid on an examination thereof, to be made by the agent of the tribe and the superintendent of Indian affairs for the Central Superintendency, whose duty it shall be to examine all claims presented to them within one year from the promulgation of this treaty, and to take in writing the evidence in favor of and against said claims; and after having made such examination they shall submit said claims to the national council of the Osage Nation for their approval or rejection, and report their proceedings thereon, with the evidence and decision of the council, and their opinions in each individual case, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be final: *Provided,* That the amount so allowed and paid shall not exceed forty thousand dollars: *And provided further,* That if the amount of just claims shall exceed the sum of forty thousand dollars, the said amount of forty thousand dollars shall be divided *pro rata* among the different claimants whose claims shall have been established and allowed.

## ARTICLE X.

The United States agrees that the agent for said Indians in the future shall make his home at the agency buildings; that he shall reside among them and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint, by and against the Indians, as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

## ARTICLE XI.

If any individual belonging to said tribe of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the



privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract, when selected, certified, and recorded in the land-book, as herein directed, shall cease to be held in common; but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it. Any person over eighteen years of age, not being the head of a family, may in like manner select, and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same, as above directed. For each tract of land so selected, a certificate, containing a description thereof, and the name of the person selecting it, with a certificate indorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent, after the same shall have been recorded by him in a book, to be kept in his office, subject to inspection, which said book shall be known as the "Osage Land-Book." The President may at any time order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of said settlers in their improvements, and may fix the title held by each. The United States may pass such laws on the subject of alienation and descent of property, and on all subjects connected with the government of the Indians on said reservation and the internal police thereof, as may be thought proper.

#### ARTICLE XII.

The United States hereby agrees to sell to the Great and Little Osage tribes of Indians, for their future home, at a price not to exceed twenty-five cents per acre, the following-described district of country, viz: Commencing at a point where the ninety-sixth (96) meridian west from Greenwich crosses the south line of the State of Kansas; thence south on said meridian to the north line of the Creek country; thence west on said north line to a point where said line crosses the Arkansas River; thence up said Arkansas River, in the middle of the main channel thereof, to a point where the south line of the State of Kansas crosses said Arkansas River; thence east on the said State-line to place of beginning. It is hereby agreed that the United States shall, at its own expense, cause the boundary-lines of said country to be surveyed and marked by permanent and conspicuous monuments. Said survey to be made under the direction of the Secretary of the Interior, the returns of which survey shall be made to the Commissioner of the General Land-Office as in other cases of public survey. And it hereby stipulated and agreed that, when the United States has secured a title to the above-described lands, the Osages shall be required to remove and reside thereon; but nothing in this treaty shall be so construed as to compel the said Indians to remove from their present reservation until the Government has secured said title, and notice thereof given by the Commissioner of Indian Affairs to the agent of said Indians.

#### ARTICLE XIII.

The Osage tribe of Indians hereby assent to any alterations or amendments which the Senate of the United States may make to this treaty: *Provided*, That such alterations or amendments do not affect the rights and interests of said Osage Indians, as defined and secured in this and former treaties.

#### ARTICLE XIV.

The Osages acknowledge their dependence on the Government of the United States, and invoke its protection and care. They desire peace, and promise to abstain from war, and commit no depredations on either white citizens or Indians; and they further agree to use their best efforts to suppress the introduction and use of ardent spirits in their country.

#### ARTICLE XV.

The United States hereby agree to pay to the Great and Little Osage tribes of Indians a just and fair compensation for stock stolen from them by whites since the ratification of the treaty of September 29, 1865, and it is made the duty of the agent of the said tribe to investigate all claims of this character, and report the same, with the proof in each case, to the Commissioner of Indian Affairs, within three months from the ratification of this treaty: *Provided*. That before the United States shall have become bound to pay said claim, it shall be submitted to Congress and approved by it, both as to the justice of the claim and its amounts.

#### ARTICLE XVI.

It is hereby agreed that the Commissioner of Indian Affairs shall make an examination of the accounts of the Osage tribe of Indians, and if he finds that the sum of three

thousand dollars due Clairmont, a chief of said tribe, under the ninth article of the treaty of 1839, has never been paid to said chief, he shall cause the said sum to be paid to the said Clairmont for the sole use and benefit of the band of which he is chief.

In testimony whereof, the undersigned, the said Nathaniel G. Taylor, Thomas Murphy, George C. Snow, and Albert G. Boone, commissioners as aforesaid, on behalf of the United States, and the undersigned chiefs and head-men of the Great and Little Osage tribes of Indians, have hereunto set their hands and seals, at the place, day, and year first above written.

---

No. 3.

DEPARTMENT OF THE INTERIOR, OFFICE INDIAN AFFAIRS,  
August 20, 1869.

SIR: I send you herewith inclosed, a copy of a communication from Hon. Sidney Clarke, dated the 10th instant, giving an account of an interview had by him with the chiefs and councilors of the Osage Indians, relative to their last treaty with the United States and in regard to their removal from their present reservation. Inclosed with this letter is an account of the interview, cut from the Daily Tribune, published at Lawrence, Kans., dated the 5th instant, a copy of which paper you can doubtless obtain.

I also inclose herewith a copy of the treaty above referred to, being the treaty concluded May 27, 1868, and now pending before the Senate.

You will take immediate steps to ascertain the wishes of the Indians in regard to said treaty, and their views on the question of removal.

You will endeavor to have your report express the uninfluenced wishes of the Indians on these subjects.

Very respectfully, your obedient servant,

E. S. PARKER,  
*Commissioner.*

ENOCH HOAG,  
*Superintendent Indian Affairs, Lawrence, Kans.*

---

[From the Republican Journal, Lawrence, October 5, 1869.]

### THE OSAGES IN COUNCIL.

Our enterprising correspondent, "L. F. G.," happens to find out what is going on of interest and knows how to report it. Learning, in his perambulations through the country, that the superintendent was about to make a payment to the Osages, he turned up in that vicinity, and we are happy to be able to lay before our readers a full and authentic report of the remarks of Superintendent Hoag, as well as the speeches of the Indians.

In addition to making the payment, it seems that the superintendent was instructed to ascertain the desire of the Osages with reference to the ratification of the Osage treaty. He says: "Your father at Washington writes to me that he has heard that you are not satisfied with it, and requests me to ask you if that is so; and if you are not satisfied with it, he wants you to tell him why you are dissatisfied. I do not want you to think that I am in favor of the treaty, or that I am opposed to it. I want to know just how you feel about it, and in telling me, I want you to be honest with me and I will be honest with you. Tell me in your own words, that I may tell them to your Great Father."

This looks as if we may get some information. Mr. Clarke had been down among the Osages, and reported on his return to Washington that they were bribed and scared into the signing of the treaty, and that they did not want it ratified. The authorities at Washington desired to know if this was true. Now for the answer of the Indians. Beaver said their minds were scattered. We do not wonder. There has been dust enough raised about the Osage treaty to scatter the minds of most any people. Twelve O'Clock was much surprised to learn that one of his councilors was opposed to the treaty. Wat-in-ca said that he did not refuse his country to the commissioners, but something happened which disturbed their minds very much. That was the murder of two white men in Butler County by the Osages. He states the fact about it. The Indians were alarmed, but this fact was not used in the least degree to influence them toward the signing of the treaty. But he says another thing, to which we call the special attention of the friends of Clarke. He had been told that the commissioners to make the treaty had not been sent by the Great Father. They were sent by a railroad company. Their treaty was a fraud. No wonder that their minds were "scat-

tered," when a Representative in Congress comes among them to tell them such lies as that. No wonder that Dry Feather wanted the superintendent to ask the Great Father, when he got to Washington, "What this white man is who comes here and says we have made no treaty."

August Captain, the interpreter, tells the truth, and states the thing as it is. He says they all signed the treaty willingly. He represents Hard Rope in his true light, as the leader of the murderous band who killed the white men, and who, being badly scared himself, supposed his people were. Jo., the governor, and the leading man of the nation, admitting that many of his young men are dissatisfied, is willing to leave the whole thing with the authorities at Washington.

A few things are plain. We publish the speeches of the Indians just as they were made. They show that their minds are somewhat "scattered" by the deafening noise that has been raised about this treaty. But they certainly show that it was fairly made, and ought to be ratified. The Indians want more money, and in this particular they are not unlike their brethren of the pale-faced persuasion. But the opinion of most sensible men is that the price offered for the land, without any reference to railroads, is enough. The objectionable features in the first draught of the treaty have been relieved. The school interest is satisfied. And we submit that the best interests of the State will be subserved by the early removal of the Indians, and the impetus that will be thus given to important railroad enterprises.

Clarke, of course, will continue his mischievous and venal opposition. He has now stepped in so far that to go back would be as tedious as to go o'er. But he has a tolerably tedious road before him, whichever way he undertakes to travel. His power for mischief is nearly gone. His neutral-land performance has exhausted him. But if he would take a little advice from a source which, he must now be persuaded, it would have been wise for him to listen to some time ago, it would be that he get off the track while the bell rings. Our roads are bound to be built, and the people are willing and anxious that they should receive such aid as is not inconsistent with the welfare of any class of our citizens. The treaty as it now stands is freer from objections than many which Clarke has aided and abetted, and further opposition on his part will not only reveal his inconsistency but his folly.

---

## REMARKS OF THE OSAGES.

### THE INDIAN PAYMENT—THE OSAGE TREATY.

MONTGOMERY KANS., *September 27.*

[From our traveling correspondent.]

In company with Colonel Coffey, of Coffeyville, on the morning of the 27th, I started up the Verdigris River to this place, to witness what I had never seen before—an Indian payment.

Arriving at this place we found Superintendent Hoag, Isaac T. Gibson, the new agent, and Jonathan Richards, clerk to the superintendent, Major G. C. Snow, former agent of the Osages, and the usual amount of white men, who, through curiosity or cupidity, generally congregate at such times and places.

The tribe enrolled 4,381 souls, and about one thousand of the chiefs, head-men, braves, and their attendants were on the ground seated in their accustomed order in semicircle, dressed in their usual fantastic costume, though somewhat faded out for the want of stamps to buy red paint, blankets and "sich," owing to the delay in their payments.

On the assembling of the council Major Snow made his farewell address to the Osage Indians. He referred to his long official connection with this agency, to the difficulties and embarrassments which had surrounded him in the discharge of his duties, and trusted that the dissensions and party strife were now in a measure done away with, and told them to let the advice given them by the superintendent and agents sink deep into their hearts, for they were their true friends. He counseled unity of action in the future, a just regard for the rights of each other and the whites, and pointed out the only way for them to become great and prosperous: by accepting the civilization of the whites; by cultivating the soil, raising cattle, and educating their children, thus becoming independent in their new home provided for them by the treaty. At the close of the major's remarks he shook hands with them and bade them farewell as agent.

Superintendent HOAG then addressed the Osages, and said substantially as follows: My brothers! I am happy to meet you. I have long desired this opportunity to talk with you, but my duty to other tribes has prevented my being with you till this day. I call you brothers because we have all one common Father. The Great Creator of all made the white man, the red man, and the black man equal. He gave

to the white man no more natural rights than He gave to the red man; and I claim from you no rights and privileges but such as I extend to you, and you should claim from me no more than you extend to me. I have long wanted to have a plain talk with you, and am glad to see so many here to-day. The history of your people is but a recital of suffering and wrong. You have been made to recede west, at the approach of your white brother, until you crossed the great river, (Mississippi.) Since that time the emigration of your pale brother from the Old World and from the States has poured in upon your hunting-lands and passed over them to the mines of California, until you are surrounded by thickly-settled States, east, west, and north; and, for the comfort and convenience of those States east of you and west of you, they have built railroads, emigrant-roads, and military roads across your broad hunting-grounds, driving the buffalo therefrom, no more to return. This has brought trouble and sometimes war upon you. Your Great Father and the good people of the States have seen this to their deep sorrow. They have wished you could live in peace, but have failed to help you. They have told you that your young men would see the day when the buffalo will have passed away from the earth, and if we judge the future by the past the alternative is plainly marked out before you. Either adopt the industrial habits of your pale brothers, or waste away from this earth by causes which you cannot resist. The Government has wisely purchased a great country south of you, rich in soil, timber, rivers, and creeks, and made arrangements with most of the tribes, securing to them future homes where they may settle near each other and become one strong Indian nation to themselves. Your Great Father wants you to go there, and each of you to have his farm, raise his own ponies, cattle, sheep, hogs, and have his fields of wheat, and corn, and gardens, and fruit, and his comfortable houses and barns, and his schools for the education and civilization of his children, make your own laws and administer and execute them, and be in all respects as prosperous and have all the enjoyments your white brothers have. This is what we desire for you; and if you will co-operate with us, give us your labor and influence, it is all within your reach. I want you all to remember that it is industrial labor that makes the white man rich and prosperous, and it is the education of his youth that makes him strong as a nation. The same blessings are at your command, and a better day is in store for you in the future, if you will labor with us for it.

I again urge you to educate your children. If one of you steal from your pale brother a pony, or one of his children, it is sent on the telegraph or written on paper and sent all over the States, and all the people hear of it, and feel very angry with the Indians. But if one of the bad white men steal one of your ponies or one of your children, there is no one to write it on paper and to send it among all the Indians that they may know the wrong done to them. And why not? Because the poor Indian cannot read. He has not sent his children to school. Your country is very large, reaching three hundred miles toward the setting sun and thirty miles north; large enough to give each one of your nation 1,300 acres. And instead of this making you rich it makes you very poor. You are now oppressed by whites covering your broad fields. We regret that this is so, but we cannot help it. You signed a treaty with the Government last year, in which I think you were to receive as annuity \$95,000 a year for sixteen years, part for schools and part for industrial and national purposes. Your Father at Washington writes to me that he has heard you are not satisfied with it, and requests me to ask you if that is so? And if you are not satisfied with it, he wants you to tell him why you are dissatisfied. I do not want you to think that I am in favor of the treaty, or that I am opposed to it. I want to know just how you feel about it; and in telling me I want you to be honest with me, and I will be honest with you. Tell me your own words, that I may tell them to your Great Father.

After further remarks full of kind counsel and advice, the superintendent closed his speech to the chiefs, and then came the reply from the councilors and chiefs.

BEAVER said: I am glad to see you have given us good advice. We want time to consult about what you have said about the treaty. Our minds are scattered, and we will have to consult with one another.

THE SUPERINTENDENT said: Interested white men will seek to influence you to do wrong. You must not be divided in your councils, nor listen to their advice.

TWELVE O'CLOCK said: I have just learned that one of my councilors is against the treaty. I am surprised at it.

WAT-IN-CA said: Some more than one year ago some commissioner had talk with us. The Great Father wished to purchase the Osage lands. I am the man that talked. I did not refuse my country to them. While we were in council something happened which disturbed our minds very much. After we had signed the treaty I had another talk. I heard that these commissioners were not sent from the Great Father. I learned that it was a railroad company that had sent them. We consider we have only one President. If the Great Father wishes to purchase we will sell. You told us that a country had been selected for us. The country is too small. We want to know how many thousand dollars you have for us.

HARD-ROPE said: We understand you come to inquire into the treaty. The Osages

treated away this country one year ago. They said they come to tell the truth. The commissioners told us the Great Father wanted our country. The commissioners told us that all lost money would be restored, and all depredations forgotten. Thinking of our women and children, we let the land go. Since we signed the treaty we have been told by a white man that the commissioners were not sent by the Great Father, but by a railroad company. I wish to know what kind of a country we are to have. I do not think the Great Father is able to buy our lands.

KAN-SE-CA-LE said: I want to know if the money you have for us is hard money. I want hard money; I want you to try and get hard money in payment for our land.

AUGUST CAPTAIN, councilor for the half-breeds, said: I am an Osage. I was called upon by the commissioners to assist in interpreting the treaty. It was correct and just; during the council, before signing the treaty, no threats were made, but we all signed the treaty willingly. As one of the interpreters, I deny that any threats were made to induce us to sign the treaty. The nearest a threat was made by Colonel Murphy, one of the commissioners, who said: "Then I suppose you consider yourselves an independent nation, and strong enough to defend yourselves." I translated all that was said. Hard-Rope, who talks about threats being made, is the man who led the party who murdered the white man. All the bad talk they speak about happened after the signing of the treaty. Colonel Taylor, the commissioner, told them he felt for them as his own children; that he had a duty to perform which touched his feelings.

SUNDOWN said: You have come to find out the facts. The chiefs and councilors treated this land away to make their people poor. I do not believe the President will ratify the treaty; he is a sensible man.

AUGUST CAPTAIN further said: The commissioner told them he would lay before them the good and bad, and that his advice was to give up the murderers and not leave it to the mercy of the people of the State. When it came to signing, all the chiefs signed willingly. I am stating the facts about the treaty, and all that hear me know it. I do not intend to be made out a liar by you when I signed the truth on that treaty.

Superintendent HOAG said: If I understand you, you have been told by some bad white men that the commissioners sent here were not sent by the President, your Great Father, but were sent by a railroad company. I have a paper sent to me by your Great Father at Washington, which says that Commissioner Taylor, Colonel Murphy, and Major Snow were sent by the President to make a treaty with you. What will he think of you when I tell him that it is said the railroad company sent commissioners, when he sent them himself? It is charged that they bribed, scared, and threatened you. Men ought to be careful in their statements. I know Commissioner Taylor; he is a good man; your true friend. So is Colonel Murphy. I don't want you to think I desire to influence you for or against the treaty, but only tell you that you may know the facts about the treaty. If you thought they were not sent by the Government, you had reason to distrust them; but they were. You wanted to know how large the country is you are going to. I am told it is about three hundred acres for every man, woman, and child of the Osages—not large enough for you to hunt buffalo on, but too large for you to farm. I do believe it best for you to have less land and cultivate more; have houses and stock, and raise more to support you. Now, a word about hard money. You made a treaty and sold off part of your land east of you, and was to get your pay in such articles as the Secretary of the Interior should say—money, clothing, and provisions. Your father, the President, did not promise you hard money. He sends you by me just such money as he uses and as I use myself. He has formerly sent you clothing and food, and this time you preferred money. I have brought for you just such as he has sent you, and I shall pay it all to you.

PAW-NE-NO-PASHE said: Some time ago a commission came from Washington to make a treaty with the Osages. I gathered the Osages in council—my young men said I should be the man to say about the treaty. We tried to see what was best for us. I talked with Commissioner Taylor about it, and I signed it seeing all the rest of the chiefs sign. My councilors told me the new reservation was to include the Cana River. If my young men and councilors want the treaty, all right. The Great Father has sent you as our agent. Glad to see you. Our agents come and go away again and we don't see them. I hope you will see to our welfare and take care of us. We want an agency in our midst. Since one year we have lost more than 1,000 horses; we hear of them no more.

CHIEF OF LITTLE OSAGES said: To-day is a nice day, and you have the pleasure of seeing the chiefs of the Osage Nation. About one year ago men came to us to make a treaty. It seems like the Great Father don't study for the good of his red children. There is no place where the Osages can go. If you have any good thing and some one comes and takes it away, you don't like it. The Great Father ought to pay a good price for this fine country. It is true, we have treated away our land; we thought it was the best thing we could do.

CHETOPA said: You have heard what Major Snow had to say; he told us he wanted us to do right; that we had put him to much trouble, and that he hoped we would not

give the new agent trouble. My people all want to talk to the agents when they come. Now we have been divided; it is my wish that we all unite.

**MON-SE-AN-CHA** (No Heart) said: After Commissioner Taylor came and we heard him, we went three days and counseled; the fourth day we came up and agreed to the treaty. I was not asleep, but wide awake. I signed the treaty, intending to go with my people to our new home outside of Kansas. When I say this, it is the truth I tell you.

**ISAAC GIBSON**, the new agent, said: I am a stranger among you. I don't know that your roll is right. I want to be honest. I am not willing one of you shall be cheated. It is my opinion deception has been used in making out the roll. I cannot permit this. I hope you will be honest with me; I believe you should have another enrollment, and let us all be honest in making the new enrollment. Agent Gibson continued: You are going on a buffalo-hunt. I want to give you good advice. When you meet Arapahoes, Cheyennes, and those hostile to you, be friendly. Their agents are friends of mine, and will advise them to treat you friendly. It is wrong to fight one another; treat one another as brothers; this will please your Great Father at Washington. I want you to catch many buffalo and get furs, for you will need them. I will now live among you. I want to tell your young men that labor is honorable. I left the plow in the field to come and stay with you. It is labor and education of body and mind that brings man near his Maker.

**Superintendent HOAG** said: The Great Father has made it a rule that all Indians outside of their reservations will be regarded by the military as hostile; and when you go out to hunt you must get a writing from the superintendent, and when you see soldiers on the plains, send a man to them with the writing, and that will inform them you are loyal and peaceable.

**TWELVE O'CLOCK** said: You have given us good talk. I was out on the plains; the wild Indians came to my camp; I fed them; they killed two of my people; I did not fight them; I came back crying; I am poor; don't know as I shall go hunting any more.

**DRY FEATHER** said to Agent Gibson: I give up to you to say at what point you will live. I will tell you what I will do. Three bands of us have been living on the Verdigris. We have signed a treaty. The whites have crowded us out. I will take my people and go into the Indian country. These white people have corrupted our chiefs. They are now trying to get our chiefs divided. When you get to Washington, ask our Great Father what this white man is who came here and said to us that we had made no treaty; that the Osages would stay here; that it was our land; that our Great Father did not send the commissioners, but a railroad company sent them. This white man came here and said great things; said he had scattered the treaty. God knows I don't believe what that white man says. I want you to tell us what this man is.

**BIG HILL** said: You said you had money for us. I ask you if it is money. We have made treaties and we did not get money that looked like money. I want the money to look white and hard in my hand.

**GOVERNOR JOE** said: Some of my young men are dissatisfied with the treaty. I leave it with the Great Father. He can do as he likes. Our agent talks of living among us. It is not certain we stay here. While you stay you can make this place your office.

**STRIKE-AX** said: Father, you asked us yesterday about the treaty, after which you would let the Great Father know. We used to do business peaceably on the Neosho with the Government. We spoke pleasantly in the day-light, true and right. My people, yesterday, when asked about the treaty, ought to have said to you plainly that they had treated their lands away. They now want the Great Father to give them a little more. You said you would help us. When you go to Washington, tell our Great Father there is one old Osage chief who wants his money for his land. I am getting old, my son. I may soon die. I hope you will take care of me, as you promised. My son takes my place; I give back to him.

**BROKE-ARM** said: I have heard our chiefs say they had treated the land away. I am at a loss to know. We have commissions to show that we have treated with the Government.

**NAMP-A-WALLA** said: Since yesterday we have talked of lands treated away. I suppose the Great Father wants the lands.

**WHITE-HAIR** said: We don't make much talk. We speak to you in unity. We did treat our lands away, after which the young men said the price was too small. If the Great Father wants our lands we will go to our new home.

**Superintendent HOAG** then said: I have now heard your talk. I will tell your Great Father at Washington what you have said. I will speak well of you. He will be glad to hear from you. I shall try and make your condition better. There is a better day in the future. But we can do but little for you unless you take hold and work with us. Let me say to you again what I told you yesterday: educate your children, raise produce, raise cattle, and have farms and houses like white men for the suste-

nance and comfort of your families. Some of you have spoken of going to a reservation in the Indian country. The treaty is not ratified yet. There is no certainty that you will be protected there. It is a good place for you, and your Great Father, the President, wants you to go there, but not until the treaty is ratified, or, if it should fail, some other arrangement made for you, and then you will be protected there, and we will help you improve and make good homes there. Now, the President sent you \$7,500 three moons ago. You were out on the hunt. I could not see you, and I asked him to send your fall payment, and pay you both at once. He now sends you \$7,500 more, and I have it here to pay you.

The roll was called and the money paid, amounting to about \$2.25 per capita. The Indians were very quiet and peaceable, more so than usual on pay-day. The superintendent and his clerk go North. The new agent remains with the Indians. They seem pleased that the agent is to reside among them.

From the many abortive attempts to control, civilize, and Christianize the tribes of our State, I had almost concluded all efforts in this direction of no avail. Yet there is a nameless power and influence over the Indians in the candor, honesty, and kindness of Superintendent Hoag and Agent Gibson in transacting their business with them, and I cannot but believe that they will succeed in instructing this turbulent tribe into many of the arts of civilized life. The "law of kindness" will find a response in the hearts of men, civilized and savage, from the rising to the setting sun. They seek now to have this tribe and all others conform to the universal law of man's existence and "labor." This is, without doubt, the true solution of this vexed question; and with the tribes congregated in the Indian country below, an ocean of civilization around them, a stern necessity compelling them to effort, the comforts and luxuries of industry inviting them to labor, and a genial climate, we may expect to see the experiment of Christianizing the Indian yet succeed.

L. F. G.

No. 4.

OFFICE OF SUPERINTENDENT OF INDIAN AFFAIRS,  
Lawrence, Kans., Tenthmonth 11, 1869.

Hon. E. S. PARKER, *Commissioner* :

Referring to office letter of August 20 last, instructing me to take immediate steps to ascertain the wishes of the Indians (Osages) in regard to said treaty, and their views on the question of removal, and endeavor to have my report express the uninfluenced wishes of the Indians on these subjects, I respectfully submit the following report :

This tribe being situated at so great a distance, I deferred entering upon this duty until I should proceed to make their fall payment. On the 23d ultimo I entered upon this service, taking with me Jonathan Richards as special clerk, Isaac T. Gibson, then on his way to assume the duties of the agency, and Agent Snow. On the evening of the 26th we arrived at the council grounds of said tribe and found nearly the whole nation assembled, having been previously notified of our coming. Their roll was correctly revised, showing an increase, amounting in the aggregate to 4,481 souls. A council was called at 10 a. m.; they all convened to hear what might be said to them. After advising and counseling with them in relation to their past mode of life, and the poverty and wretchedness resulting therefrom, and laying before them the great labor the Government is engaged in to advance them in a better and higher life, holding up to them the importance of education and manual and industrial labor, through which they might possess themselves of all the comforts and enjoyments of their white brethren, I informed them that they signed a treaty last year, whereby they sold their country for \$1,600,000, and were to receive \$95,000 annually, a part for education, a part for national and industrial purposes, and \$75,000 for annuity. I said to them that the Great Father had written me that he had heard they were dissatisfied with the treaty, and had directed me to ask them if that was so; and if it was so, he desired me to know the reason why they were dissatisfied, and that I wanted them to tell me their own words and I would tell the same to their Great Father; that I did not want them to understand that I was either in favor of the treaty or opposed to it; that I wanted them to be honest with me, and tell me their own feelings. Their principal chief replied that their minds were scattered; that they would have to counsel together, and would reply to me at 2 o'clock.

At the time appointed, they again assembled, and told me they had selected two of their councilors to inform me in relation to my inquiries. The greater part of the afternoon was occupied in the full expression of their views of the treaty, and from my information, based upon such free and full expression, given by the two councilors, as well as by others, it is my judgment that the larger portion of the tribe would prefer the treaty should not be ratified. This opposition, however, arises more from a

feeling that, by the terms of the treaty, they do not receive so much for their land as they think they ought to, than from any improper influences brought to bear upon them by the commissioners. They state that they were told by the commission that their lands would be overrun by settlers, and that they would eventually be obliged to give it up to them—that they could not live with the white man. They regard such conclusion by our Government as “bad words.” Another point that had given them uneasiness was the impression they had imbibed from the same source, that the commissioners, whom they had supposed were authorized by the Government, had been sent by a railroad company. After being set right on that point, their principal opposition was from the price received for their lands. They state, however, that whether their pending treaty be ratified or not, they are anxious to sell their lands and remove to the Indian country.

For a more full report of their remarks upon the occasion, I inclose herewith an article by a correspondent of the Kansas State Journal, which is, in the main, correct.

All of which is respectfully submitted.

Respectfully,

ENOCH HOAG,  
Superintendent Indian Affairs.

No. 5.

*Contract between C. N. Vann and Wm. P. Adair and the authorities of the Osage Nation, February 8, 1873. Confirmed by the national council of the Osage Nation June 26, 1873, in open council.*

This article of agreement, made and entered into this 8th day of February, 1873, between C. N. Vann and Wm. P. Adair, of the Cherokee Nation of Indians, party of the first part, and Joe Pawne-no-pah-she, Chea-su-hun-kah, Black Dog, Wah-ti-in-kah, and Major Broke Arm, chiefs and representatives of the Osage Nation or tribe of Indians, party of the second part, witnesseth:

That whereas the said party of the first part did, on the 10th of November, 1869, enter into a contract with the authorities of the said Osage Nation, and receive a power of attorney from the same, which were duly acknowledged and authenticated, to represent the interests of the said Osage Nation and people before the Government of the United States at Washington, and, in that connection, to make effort to have set aside and annulled a certain treaty, then pending, made at Drum Creek, in the Osage Nation, in the State of Kansas, between the Commissioner of Indian Affairs and the said Osage Nation, on the 27th day of May, 1868, under extraordinary circumstances, and in which said contract it was stipulated that the said C. N. Vann and Wm. P. Adair, party of the first part, should have, as a compensation for their services aforesaid, a fee equivalent to one-half of any sum that through their efforts and representations might be allowed for the lands of the said Osage people in the State of Kansas, beyond the amount stipulated for in said treaty for said lands. And whereas the said party of the first part have performed well their duties in the premises, and done all they contracted to do, which is hereby acknowledged, and have succeeded in their efforts to have the said Osage treaty withdrawn from the United States Senate, and in defeating the bill (H. R. 988) introduced into the Forty-first Congress January 28, 1870, whereby the Osages would have received about twelve and a half cents per acre for their said lands; and also, through their efforts and those of their friends, they had adopted on the 15th of July, 1870, as an amendment to the Indian appropriation bill, a measure whereby the Osages will realize near one dollar and twenty-five cents per acre for said lands, amounting in the aggregate to several millions of dollars more than what they had agreed to take in the said treaty; and whereas, in view of said large additional amount obtained for said lands, and of the sympathy and brotherly feeling entertained, the said party of the first part are willing to a reduction of their fee aforesaid:

Therefore, it is agreed by and between the parties aforesaid and undersigned as follows, viz: That the said C. N. Vann and Wm. P. Adair, party of the first part, shall receive as their fee for their services aforesaid, in place of the fees hereinbefore mentioned under the said contract of November 10, 1869, the sum of three hundred and thirty thousand dollars, to be paid to them out of the proceeds of the said Osage lands in Kansas, sold under the provisions of the said act of July 15, 1870, and which may be placed to the credit of the said Osage Nation or people in the proper Department at Washington, D. C.; and for the payment of the said sum it is expressly agreed and understood between the said parties, and especially by the said party of the second part, that the Secretary of the Interior Department at Washington shall receive said



sum of three hundred and thirty thousand dollars, and pay the same over to the said party of the first part, the said C. N. Vann and Wm. P. Adair, and their receipt for said amount shall be filed in the proper Department of the Government as a voucher for so much money received by the said Osage Nation.

In testimony whereof, witness our hands and seals this the day and date above written.

C. N. VANN.	[L. S.]
WM. P. ADAIR.	[L. S.]
JOE PAWNE-NO-PAH-SHE, his x mark,	[L. S.]
<i>Principal Chief of the Osage Nation.</i>	
CHEE-SU-HUN-KAH, his x mark,	[L. S.]
<i>Principal Chief of Clarmon't's Band of Osages.</i>	
BLACK DOG, his x mark,	[L. S.]
<i>Principal Chief of Black Dog Band.</i>	
WAH-TI-IN-KAH, his x mark,	[L. S.]
<i>Chief Councilor of the Osage Nation.</i>	
MAJOR BROKE ARM, his x mark,	[L. S.]
<i>Chief Councilor Black Dog Band.</i>	

Done in the presence of—

THOMAS MOSIER, *Interpreter.*  
 MOSHER CLARKE, his x mark.  
 WILLIAM PENN, his x mark.  
 WAH-SH-CON-ON-NE, his x mark.  
 HYU-LAR-SHE, his x mark.  
 HAR-CHAR-CHE, his x mark.  
 JOHN CHAMBERS.  
 MOSES GLORY, his x mark.  
 WILLIAM McCRACKEN.

COO-WE-SCOO-WE DISTRICT,  
*Cherokee Nation :*

The above-written contract was read, explained, interpreted, agreed upon, signed, and acknowledged before me this 8th day of February, 1873.

CHARLES ROGERS,  
*District Judge, Coo-we-scoo-we District.*

This is to certify that Charles Rogers, whose genuine signature to the above acknowledgment, was, at the time of such signing, acting and duly commissioned judge of the district court in and for Coo-we-scoo-we district, Cherokee Nation; and that the said district court is a court of record not yet provided with a seal. In testimony whereof I have hereunto set my hand and the seal of the Cherokee Nation, at Tahlequah, this 18th day of February, A. D. 1873.

JAMES VANN,  
*Assistant and Acting Principal Chief of the Cherokee Nation.*

ALLEN ROSS,  
*Private Secretary.*

{ SEAL OF THE }  
 { CHEROKEE NATION. }

*Resolved by the Osage council, in general council of the chiefs and councilors of the Osage Nation, convened in open council, That the foregoing contract and agreement entered into on the 8th day of February, 1873, between C. N. Vann and W. P. Adair, of the Cherokee Nation, and Chee-su-hun-kah, Black Dog, Wah-tau-in-kah, Major Broke Arm, and others representing the Osages, be, and the same is hereby, ratified and confirmed, with the understanding that the fees therein of the said Vann and Adair are reduced one hundred thousand dollars, so that the said fees will be two hundred and thirty thousand dollars instead of three hundred and thirty thousand dollars, the said Vann and Adair consenting to such reduction.*

Osage Council Ground, Osage Nation, June 26, 1873.

Old Clarmon't, chief of Clarmon't's band,	his x mark.
Tah-woh-she-hee, chief of Big Hill band,	his x mark.
White Hair, chief of White Hair's band,	his x mark.
Black Dog, chief of Black Dog's band,	his x mark.
Chee-see-hun-kah, chief of Big Chief's band,	his x mark.
Beaver, chief of Beaver's band,	his x mark.
Little Chief, chief of Little Osage band,	his x mark.
Sun-kee-more, second chief Big Hill band,	his x mark.

Mosho-nunkee, second chief Big Chief's band,	his x mark.
William Penn, second chief Black Dog's band,	his x mark.
Nun-cher-wah-hu, third chief Big Hill band,	his x mark.
Broke Arm, third chief Black Dog's band,	his x mark.
Saucy Chief, second chief White Hair's band,	his x mark.
Wah-chee-wah-hee, third chief Big Chief's band,	his x mark.
Tally, second chief Clarmont's band,	his x mark.
Wolf, fourth chief Black Dog's band,	his x mark.
Gart-hom-ie, third chief White Hair's band,	his x mark.
Ner-chee-wah-kee, fourth chief Big Hill band,	his x mark.
Wah-ti-in kuh, chief counselor,	his x mark.
Hard Rope, chief counselor,	his x mark.
Big Elk, counselor,	his x mark.
Wash-cum-way, counselor,	his x mark.
Cum-su-ah-lu, chief counselor Big Hill band,	his x mark.
Frank Meshell, counselor Half-Breed band,	his x mark.
W. P. Mathes, counselor Black Dog band,	his x mark.
Anthony Del Orier, counselor Half-Breed band,	his x mark.
Augustus Captain, counselor Half-Breed band, and secretary and interpreter to the council.	his x mark.
Wah-hun-ku-she, brave,	his x mark.
O-cun-chee-was-kah, brave,	his x mark.
Ku-lar-hun-kah, brave,	his x mark.
Wah-lah-ho-a, brave,	his x mark.
Pon-kah-wah-tah-in-kah, brave,	his x mark.
Hu-la-wah-she-she, brave,	his x mark.
Mushogoshee, brave,	his x mark.
Clu-wah-ti-in-ka, brave,	his x mark.
Numpah-wah-lu, brave,	his x mark.
Tah-ha-ger-hee, brave,	his x mark.
Drum, brave,	his x mark.
Neer-hur-che-in-ka, brave,	his x mark.
Ish-tah-kin-chelly, brave,	his x mark.
Kee-wah-re-shee, brave,	his x mark.
Neh-kah-go-rah, brave,	his x mark.
Wah-sho-wuggery, brave,	his x mark.
Pah-wun-gah-hee, brave,	his x mark.
To-cah-sub-heh, brave,	his x mark.
She-gah-kah-hubba, brave,	his x mark.
Hah-heh, brave,	his x mark.
Tah-wah-hee, brave,	his x mark.
Wah-cho-o-nun-chee, brave,	his x mark.
Co-she-sig-er-ga, brave,	his x mark.
Hur-nup-pos-seh, brave,	his x mark.
War-nump-pos-shee, brave,	his x mark.
Helukera, brave,	his x mark.
Nump-pah-wah-lee, brave,	his x mark.
He-rockey, brave,	his x mark.
Okee-pah-hu-lah, brave,	his x mark.
Mee-cah-wah-tah-in-kah, brave,	his x mark.
Cha-pock-er-hee, brave,	his x mark.
Sho-cha-ner-pee, brave,	his x mark.
Wah-shin-kee-luppy, brave,	his x mark.
Keh-seh-wah-ti-in-inka, brave,	his x mark.
Glanum-nu-hee, brave,	his x mark.
Har-mo-tar-kee, brave,	his x mark.
Wah-nuh-kah-she, brave,	his x mark.
King-of-the-Horse, chief town crier,	his x mark.

Approved.

JOSEPH PAWNEPASHHE,  
Governor of the Osage Nation.

Witnessed by—

Sor-ka-hee, brave,	his x mark.
Cho-to-hah, brave,	his x mark.
Moh-no-po-she, brave,	his x mark.
Kuah-chee, brave,	his x mark.
Mush-shah-co-she, brave,	his x mark.
Hah-hah-mah, brave,	his x mark.
Tah-hu-lah-shin-kah, brave,	his x mark.

Kuyah-hu, brave,	his x mark.
Muh-she-tuh-mu-nee, brave,	his x mark.
Wah-neh-sha, brave,	his x mark.
Neh-she-wash-su-kah, brave,	his x mark.
Wah-ke-tu-kah, brave,	his x mark.
Tah-woh-tee-hee, brave,	his x mark.
Stanum-po-she, brave,	his x mark.
Chu-sah-wah-ti-in-ka, brave,	his x mark.
Ne-kah-roggery, brave,	his x mark.
Kah-hos-see, brave,	his x mark.
Ah-ke-tah-ki-he-ga, brave,	his x mark.
Woh-to-ba-she-kah, brave,	his x mark.
Neh-chee-wah-hu, brave,	his x mark.
Moh-per-kah-hu, brave,	his x mark.
Wah-keh-she, brave,	his x mark.
Esawahlee, brave,	his x mark.
Ah-ke-tah-shin-ka, brave,	his x mark.
To-ter-money, brave,	his x mark.
Meen-cha, brave,	his x mark.
Gu-ger-a-tie, brave,	his x mark.
Chee-un-ner-shee, brave,	his x mark.
Me-ti-in-ka, brave,	his x mark.
Hone-yah-ker, brave,	his x mark.
Wah-ker-nun-kee, brave,	his x mark.
As-ker-money, brave,	his x mark.
Mih-kah-gu-shin-ga, brave,	his x mark.
Wah-she-hah-la, brave,	his x mark.
Va-nu-kah-he, brave,	his x mark.
Tah-tee-kah-she, brave,	his x mark.
Wets-ah-hah, brave,	his x mark.
Big Heart, brave,	his x mark.
Little Horse, brave,	his x mark.
Hig-a-wah-lee, brave,	his x mark.
Karp-har-shee, brave,	his x mark.
Jah-pah-shin-kah, brave,	his x mark.
Ah-ner-her-nu-she, brave,	his x mark.
Tah-he-min-kee, brave,	his x mark.
Wah-ti-in-ka-shin-ka, brave,	his x mark.
Wah-ja-kee-tah-pah-hu, brave,	his x mark.
Masha-ke-tah, brave,	his x mark.

[Indorsements.]

DEPARTMENT OF THE INTERIOR, INDIAN OFFICE, *July 8, 1874.*

Approved for fifty thousand dollars.

EDWD. P. SMITH,  
*Commissioner.*

DEPARTMENT OF THE INTERIOR,  
*Washington, July 21, 1874.*

The within contract between C. N. Vann and W. P. Adair, and the Great and Little Osage Nation of Indians, entered into on the 8th day of February, 1873, is hereby approved to the extent of allowing the said Vann and Adair, attorneys of said Indians, to receive the sum of fifty thousand dollars, (\$50,000.) in payment for services rendered by the said C. N. Vann and Wm. P. Adair, in behalf of said Osage Nation.

B. R. COWEN,  
*Acting Secretary.*

No. 6.

OFFICE OF INDIAN AFFAIRS, CENTRAL SUPERINTENDENCY,  
*Lawrence, Kans., Fifteenth 1, 1874.*

Hon. E. P. SMITH, *Commissioner :*

Inclosed I transmit from Agent Gibson a contract between C. N. Vann and W. P. Adair, and the authorities of the Osage Indians, bearing date February 8, 1873, wherein said Vann and Adair claim to have procured the defeat of the Osage treaty of 1863, and to have procured the passage of the act providing the sale of their reserve in

Kansas in 1870, whereby the tribe receive about \$1.10 per acre more under the latter than under the former. And for this alleged service they claim, and the Osages agree to pay to them, from the proceeds of their land-sales, \$230,000, and their receipt of the same shall be a valid voucher to the Government, (No. 1.)

I also inclose protest, (No. 2,) reciting the history and origin of paper No. 1, accompanied by a statement of the chiefs and councilors, dated Eighthmonth 27, 1873, properly attested. In reference to the inclosed, alleged service, and agreement for payment of the same, I call attention to Bureau letter to this office, dated August 20, 1869, directing investigation into the justness of the treaty of 1868, referred to, and of office letter Tenthmonth 11, 1869, transmitting my report. The influence promoting the sale of their lands in 1870 is probably well known to the Bureau. The papers herein evince a willingness on the part of the Osages to remunerate fully for service performed, and ask for an investigation.

Respectfully,

ENOCH HOAG, *Superintendent.*

---

No. 7.

We, the undersigned chiefs, councilors, and head-men of the Great and Little Osage tribe of Indians, respectfully state that we signed a paper, to which the above is a protest, under an entire misapprehension of facts; and now, with a better understanding of the matter, we do hereby revoke and repudiate that act.

We request, however, that our superintendent and agent, and agent of the Cherokees, be authorized to investigate the claims of the Cherokees for services in our behalf, and to pay them the full ascertained value of the said services.

To-wan-ge-he, his x mark, principal chief Big Hill band.  
 Clammore, his x mark, principal chief Clammore band.  
 George Beaver, his x mark, principal chief Beaver band.  
 W. P. Mathes, councilor Big Hill band.  
 Moh-shon-ko-she, his x mark, second councilor Big Hill band.  
 Tally, his x mark, second chief of Clammore band.  
 Con-so-gar-she, his x mark, first councilor Big Hill band.  
 Big Elk, his x mark, first councilor Clammore band.  
 Wah-hun-ko-she, his x mark, brave, Big Hill band.  
 He-sha-hee, his x mark.  
 Glo-wah-ti-an-ka, his x mark.  
 He-koh-kon-se, his x mark.  
 Saucy Chief, his x mark.  
 Little Chief, his x mark, chief of Little Osages band.  
 Tow-ka-wah-ti-an-ka, his x mark.  
 Wah-moh-kah-wah-she, his x mark.  
 Tah-ha-koh-he, his x mark.  
 To-koh-wah-sho-ogle, his x mark, little chief Black Dog band.  
 White Hair, his x mark, Principal Chief White Hair Band.

Attest:

B. K. WETHERILL.

JAMES A. CHASE.

J. T. GIBSON,

*United States Indian Agent.*

---

OSAGE AGENCY, INDIAN TERRITORY, *Eighthmonth 27, 1873.*

I was present at the time of counciling, when Colonels Vann and Adair were having the petition signed by Osage chiefs and others for the purpose of having the Government of the United States pay them \$230,000 out of the Osage funds, for alleged services.

During the signing of said petition not to exceed one-half of those whose names are affixed were present at the time, but their names and marks were affixed without their presence, consent, or knowledge.

WM. H. TINKER.

Subscribed and acknowledged before me this 27th day of Eighthmonth, 1873.

ISAAC. T. GIBSON,  
*United States Indian Agent.*

To His Excellency U. S. GRANT, *President* :

The undersigned, the governor, chiefs, and head-men, in part, of the Great and Little Osage tribe of Indians, respectfully ask of you a consideration of the following statement of facts, and that you will interpose your strong arm to prevent the consummation of a great wrong to them and to their children.

In the year 1868, certain railroad parties made a contract with the Osages—or a part of them—for the purchase of their lands in Kansas, at an almost nominal price. By what means such a contract or seeming contract was obtained it is unnecessary now to recite; but realizing how homeless and destitute it would make us, we anxiously desired that the contract might be rejected by the Government. While knowing that we ourselves were powerless, and yet in extremest need of help, some able and distinguished Cherokees presented themselves—Colonel Adair, Colonel Vann, Boudinot, and others; they were to us great men, having almost unlimited power at Washington. We made an agreement that if, through them, the railroad-contract was rejected by the United States Senate, they might sell our lands, and have one-half of the excess over the railroad price for their services.

The contract with the railroad was rejected; but our agent and superintendent told us "that the Cherokees named above had no influence in the matter;" that our Great Father and the Senate needed no prompting to do so just an act. In fact, at the time of the treaty, in 1870, when our lands were ceded, Colonel Vann handed the contract to our governor, saying "they had rendered no service and made no charge." It was taken by the governor and torn up.

And now, in this year, in February, 1873, come Colonel Vann and Colonel Adair, and at a remote point on our reservation—on Bird Creek—have a council with a part of the tribe, not a chief, councilor, or a head-man of the Little Osages, nor leading half-breed being present.

The methods employed by these Cherokees at this secret council to obtain something like a resurrection of their former contract are known to us. They have been used at the gathering of the tribe, just over, to secure an apparent ratification of the nefarious Bird Creek transaction, and to our great injury in other matters as well.

These men presented themselves as of our own race, having for us a warm love and a deep interest in our prosperity. This, with the knowledge that they were educated and able men, gave them great influence with our people.

We have had serious trouble with the Wichita Indians recently, growing out of a crime committed by some of our young men, deplored and condemned by the whole tribe. The agent of the Wichitas and our agent and superintendent wished us to surrender the guilty parties to the Government authorities. But our friends, Colonel Vann and Colonel Adair, claiming entire knowledge, told us that there was no law for such surrender, and that it "was gratuitous interference on the part of the agents to ask it." If, in this matter, we seemed to disregard the wishes of Government, let the responsibility rest where it belongs. But their zealous championship in this trouble added to their claims upon us. In the mean time they plied us by every means, day and night, to obtain the ratification they were seeking; council after council was called by them; our own business was neglected and run into confusion; payment was delayed nearly two weeks, until restless and worn out by their importunities, and not realizing the magnitude of the fraud, some of our people signed, as they say, solely to get rid of them; others were wrought upon differently. The Cherokees represented that they had promised large sums to leading men at Washington; that they had shown their contract with the Osages to convince these men of their ability to pay such sums; that it was solely by that means that they had prevented the ratification of the railroad contract; that it would be bad faith to the distinguished men at Washington, Senators and others, to repudiate; and, further, that they had promised almost the entire amount; very little would be left to themselves.

Some of us therefore signed the ratification out of gratitude to our zealous and unselfish friends, to save them from the odium of broken promise made in our behalf. Others were made to believe that these Cherokees could go to law and recover nearly one-half our entire north, present and prospective; but that they, out of the love they bore us, would generously accept the pittance of two hundred and thirty thousand dollars, and relieve us from fear of confiscation and poverty. Add to these, names on the paper without the knowledge or consent of their owners, and you have briefly the facts in the case.

We desire to pay these friends of ours liberally for all service they rendered us. But now we, representing by right the whole of the Little Osages, and, in part, every band of the great and the leading half-breeds, do enter this, our most solemn protest, against the recognition or consummation of this monstrous fraud that is being attempted upon us. And in the name of justice, and by our hopes of seeing our children grow into civilized and educated citizens, we appeal to you, our Great Father, to protect us from the machinations of able and unscrupulous men, who are seeking to devour us.

And as in duty bound we will ever pray.

*Big Hill band.*

Nich-kah-wah-shin-ton-kah, chief,	his x mark.
Kan-sa-kao-gree, first council,	his x mark.
Men-sho-o-kah-shau, councilor,	his x mark.
Wash-shin-pe-shay, marshal,	his x mark.
Sah-ha-kah-ha, councilor,	his x mark.
In-wah-hah-kah, chief,	his x mark.
Nou-sou-tah-shay, brave,	his x mark.
Ta-kah-sah-pa, brave,	his x mark.
Geo-war-tah-ne-kah, brave,	his x mark.
Che-mau-kah, brave,	his x mark.
E-lar-nou-sou,	his x mark.
Kah-he-kah-shay,	his x mark.
Iuto-pah-wah-hah-ne-kah,	his x mark.

*Hominy band.*

Nich-kah-ke-pau-nah, chief,	his x mark.
Sah-so-wa, councilor,	his x mark.
Ah-me-ce, councilor,	his x mark.
Che-sa-pay-tsa, brave,	his x mark.
E-sta-wa-sta, brave,	his x mark.
Ho-wa-sap-pa, brave,	his x mark.
Hah-pah, brave,	his x mark.
Hes-ka-mose, brave,	his x mark.
Hominy, brave,	his x mark.
Hun-kah, brave,	his x mark.
Ho-wat-sa-as-ka, brave,	his x mark.
Her-cah-hou-cah, brave,	his x mark.
John Brown, brave,	his x mark.
Ro-she-se-a, brave,	his x mark.
Rah-pah-she, brave,	his x mark.
Rah-hu-rah,	his x mark.
Little Chief, chief,	his x mark.
So-tah-sah,	his x mark.
Mou-sho-o-lak-ray,	his x mark.
Mou-shoh-ko-ruh,	his x mark.
Me-rah-hah,	his x mark.
Sap-pa-re-a,	his x mark.
Wah-pah-ga,	his x mark.
Whip,	his x mark.
Wah-shin-wah-hah,	his x mark.
Wah-nou-sa-sa,	his x mark.
Wah-sho-me-tse-he,	his x mark.

*Little Osage band.*

Nou-pah-wally, head chief,	his x mark.
Che-to-pah, councilor,	his x mark.
Strake-ax, second chief,	his x mark.
Che-was-tre, councilor,	his x mark.
Oh-re-ro-shoh, councilor,	his x mark.
Au-me-he-nau-shy, councilor,	his x mark.
Ah-ra-ah-stoh, councilor,	his x mark.
Ah-ha-shin-skin-rah, brave,	his x mark.
Black Bird, brave,	his x mark.
Price Alber,	his x mark.
Me-he-lah,	his x mark.
Nou-pah-wah-q,	his x mark.
Nah-has-rah-she,	his x mark.
Nou-pah-wah-gle,	his x mark.
Nou-pah-pah,	his x mark.
Ne-kah-cou-lah,	his x mark.
Nau-tsa-hau-roh,	his x mark.
Nau-hoot-sa-ne-ray,	his x mark.
Nau-bah-lau-rah-wohq,	his x mark.
Ne-pah,	his x mark.
No-sha-tou-rah,	his x mark.

Ne-rah-o-so-brau,	his x mark.
No-wahq,	his x mark.
Naw-rah-to-ho,	his x mark.
No-pah-no-she,	his x mark.
Wya-ha-roh, chief,	his x mark.
Wah-sho-she, councilor,	his x mark.
Wah-ho-pah-shin-rah, councilor,	his x mark.
Wah-le-she, brave,	his x mark.
Wah-no-hoh-wah-no-she, brave,	his x mark.
Cho-pah-shin-kah,	his x mark.
E-pe-sou-sa, brave,	his x mark.
U-sta-tah-wah-tah-ne-kah,	his x mark.
Geo-wah-tah-ne-kah,	his x mark.
Her-cah-man-ne, brave,	his x mark.
Rah-cah-mane, brave,	his x mark.
Hu-lah-shin-coh, brave,	his x mark.
Ha-lah-she, brave,	his x mark.
Ho-sin-sa,	his x mark.
A-rah-hah-mone,	his x mark.
Joseph Mishell,	his x mark.
Re-lah-hah-wah-q,	his x mark.
Rah-sa-rah-qu,	his x mark.
Rah-nah,	his x mark.
Lu-sha-rah-pah,	his x mark.
Lah-ne-pa,	his x mark.
Mah-rah-sho-tsa,	his x mark.
Me-rah-woh-she-ka,	his x mark.
Me-rah-hah,	his x mark.
Mou-sho-okah-shou,	his x mark.
Wah-tsa-re-ton-pah-pe, brave	his x mark.
White-Swawn, brave,	his x mark.
Wah-hoh-hah, brave,	his x mark.
William Conner,	his x mark.
Wah-no-pah-shay,	his x mark.
Wah-no-sou-sa,	his x mark.
Wah-tah-ne-kah,	his x mark.
Wah-sah-a-pah,	his x mark.
Wah-tsa-moh-e,	his x mark.
Woh-ran-te-pah-ho-me,	his x mark.
Woh-skou-wa,	his x mark.
Oke-pa-hla,	his x mark.
O-rah-sha-pa,	his x mark.
O-pah-ho-mie,	his x mark.
Sah-sa-q-tsah,	his x mark.
Shop-pa-tse-ya,	his x mark.
Sau-sa-o-mone,	his x mark.
Sau-sa-cou-hou,	his x mark.
Shap-pa-shin-ra,	his x mark.
Shou-ra-man-i,	his x mark.
Shin-rah-wah-tah-ne-rat,	his x mark.
Sah-ha-walla, brave,	his x mark.
Tah-ha-mi-a, brave,	his x mark.
Tah-ha-shin-rah, brave,	his x mark.
Tse-sha-wally,	his x mark.
Tsa-sa-tou-rah,	his x mark.
Tse-sha-pet-sa,	his x mark.
Tah-ha-rah-ha,	his x mark.
Tsa-mah-e,	his x mark.
Te-sah-mo-ie,	his x mark.
Tsa-mou-pah-she,	his x mark.

*White Hair band.*

Saucy Chief, second chief,	his x mark.
Che-sho-wah-tah-ne-roh, councilor,	his x mark.
Cru-ah-wah-sho-shay, head councilor	his x mark.
Bacon-skin, councilor,	his x mark.
Big-wild-cat, councilor,	his x mark.
Black-bird, brave,	his x mark.
Che-sho-hud-ra, brave,	his x mark.

Che-pah-shin-rah, brave,	his x mark.
Hah-ska-noh-she, brave,	his x mark.
He-wah-hoh-koh, brave,	his x mark.
Hu-la-he, brave,	his x mark.
Hei-ro-pah, brave,	his x mark.
Ruel-strakeer, brave,	his x mark.
Ro-she-tse-ne-rah, brave,	his x mark.
Re-wah-gle-she, brave,	his x mark.
Little Bear, brave	his x mark.
Little Chief, chief,	his x mark.
Sah-ne-pe, brave,	his x mark.
Little Koon, brave,	his x mark.
Mah-ho-gle, brave,	his x mark.
Mah-she-poh-mie,	his x mark.
Mou-sho-o-rah-she,	his x mark.
Ne-kah-blah,	his x mark.
Ne-kah-um-pah,	his x mark.
Ne-ho-cau-soh, councilor,	his x mark.
Ne-kah-ke-pau-ne, brave;	his x mark.
O-kah-shau-mone, brave,	his x mark.
O-pah-tau-koh, brave,	his x mark.
Pah-ni-sah-tsa, brave,	his x mark.
Pre-ploh, brave,	his x mark.
Petter Laforce,	his x mark.
Wah-cou-tah-ra,	his x mark.
Wah-toh-cou-lah,	his x mark.
Wah-nou-pah-she, brave,	his x mark.
Wah-le-grau-ne-kay, brave,	his x mark.
Wash-shin-koh-e-cualy, brave,	his x mark.
Wash-moh-koh-woh-shin, brave,	his x mark.
Wash-scot-sa, brave,	his x mark.
Wah-seh-to-shin-kah, brave,	his x mark.
Wah-tsa-wa-he, brave,	his x mark.
Wah-pah-scoh, brave,	his x mark.
Wah-ti-ke-toine-pah-pe,	his x mark.

*Beaver band.*

Tall Chief, second chief,	his x mark.
Big Wolf, little chief,	his x mark.
Hee-kah-mau-ne, councilor,	his x mark.
Red Eagle, councilor,	his x mark.
Big-horse, brave,	his x mark.
Beg-gah-coh-she, brave,	his x mark.
Re-wah-re-koo,	his x mark.
Che-sho-hom-kah,	his x mark.
Charley Beaver,	his x mark.
Ha-sah-shin-koh,	his x mark.
Hard Heart,	his x mark.
Hoh-to-moe,	his x mark.
John Goose,	his x mark.
John Buffalo,	his x mark.
Kou-sa-hou-kah,	his x mark.
Little Wolf,	his x mark.
Long Pole,	his x mark.
Lah-ne-wah-hle,	his x mark.
Long John,	his x mark.
Le-shool-sa-gra,	his x mark.
Mah-sah-pah-ha,	his x mark.
Men-shaw-ke-toh-shin-koh,	his x mark.
Pah-her-kah-shau,	his x mark.
Shap-pa-tsa-a,	his x mark.
Wah-pc-h: r sah,	his x mark.
Wah-hoh-hoh,	his x mark.
Wostu Big Heart, councilor,	his x mark.
Wah-cou-tah-cou-lah,	his x mark.

*Half-breed band.*

Alexander Biet, chief.  
 Samuel Bevenne, second chief.  
 Wm. H. Tinker,  
 A. S. Canvill,

Joseph Revard.  
 Moses Plomoudere.



Charles Prudom,  
Cyprian Tayrien,  
Martin Redman,  
A. B. Canville,  
Julian Trumbly.  
Peter Bigheart.  
Louis Canville.  
John Bevenne.  
Joseph Bellange.  
B. M. Kennady.  
Toby Mograin.  
Paul Aken, United States interpreter.  
Frank Trumbly.  
Melleon Choutou.  
John Mongier.

Francis Denvia.  
Alfred Canville.  
Peter Mann.  
John Mosier.

## No. 8.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., July 8, 1874.*

SIR: I have the honor respectfully to refer herewith, for the consideration and direction of the honorable Secretary of the Interior, a contract and agreement entered into on February 8, 1873, between C. N. Vann and William P. Adair and the Great and Little Osage Nation, in which the Osages agree to pay to said attorneys the sum of \$230,000, this amount being in consideration of services rendered said nation by Vann & Adair, and also in lieu of an agreement entered into between these parties November 10, 1869, and also in lieu of a further agreement between the same parties made and entered into February 8, 1873.

By the first agreement between these contracting parties, that of November 10, 1869, in consideration of services rendered by Vann & Adair in procuring the setting aside and annulling of a certain treaty made at Drum Creek, in the Osage Nation, May 7, 1868, under what are alleged to have been "extraordinary circumstances," and by which it was stipulated that the lands of the Osage people, in the State of Kansas, should be sold to the railroad company at 12½ cents per acre; and, also, in consideration of their services in procuring legislation by which the Osages realized \$1.25 per acre for the same land, the Osage Nation stipulated in the first agreement to pay as a contingent fee to said Vann & Adair a sum equal to one-half of the gross amount that should be gained by the annulling of the pending treaty and the procuring of a new sale.

The second agreement, that of February 8, 1873, declares that whereas the attorneys have performed well their duties in the premises, and have done all they contracted to do, and have procured for the Osage Nation a sum aggregating several million dollars, and whereas such sum is greater than was the expectation of either contracting party, the attorneys willingly propose a reduction of their stipulated contingent fee, and agree to take in lieu of said fee the sum of \$330,000.

These two agreements are signed by the chiefs of the Great and Little Osage Nation, and certified to by Thomas Mosier, interpreter, and also by Charles Rogers, district judge, Coon-we-shoo-we district, Cherokee Nation, who certifies that "this contract was read, explained, interpreted, agreed upon, signed, and acknowledged in his presence."

On the same day the Osage chiefs, in general council, in further action upon this agreement, confirmed and ratified the same, with the further understanding that the contingent fees, therein named as due the said attorneys, Vann & Adair, should be reduced to \$230,000 instead of \$330,000.

The said Vann & Adair consented to such reduction. This contract is signed by seven chiefs, five second chiefs, four third chiefs, nine councilors, and thirty-eight braves of the council, and approved by Joseph Pawnee-no-pah-she, governor of the Osage Nation. It is also witnessed by forty-seven braves with their marks.

Respecting this contract, I beg leave to say that, from the best information I can procure, I have no hesitation in admitting that the great gain to the Osages, amounting to over \$5,000,000, in the final sale of their lands, was largely due to the services of Vann & Adair; but in the nature of the case these services could not have been so arduous or valuable in themselves as to warrant the payment of the full amount still offered by the Osages, and I recommend that the contract be approved for the sum of \$50,000, to be paid these attorneys in lieu of all claims for past services for the Osage Nation.

Very respectfully, your obedient servant,

EDW. P. SMITH,  
*Commissioner.*

HON. SECRETARY OF THE INTERIOR.

## No. 9.

WILLIAM P. ADAIR, first being duly sworn, upon oath states that in May, A. D. 1868, a certain treaty was made with the Great and Little Osage Indians, by the terms of which the said Indians were to cede to the United States about 8,000,000 acres of land for \$1,600,000.

That at the time said treaty was made undue advantage was taken of the Indians by the party who negotiated the said treaty with them, false representations were made to them, threats were freely used to induce them to enter into the treaty, and various of her devices were resorted to to influence them in signing the same. That said Indian s did sign said treaty while under the influence of fear, brought about by threats, false representations, and by practical duress.

That said price proposed to be paid by the Government for said lands was grossly inadequate; that said lands were worth to the Government at the time the said treaty was made, on an average, the sum of \$1.25 per acre; that immediately after the making of said treaty the Indians became alarmed at what they had done, and they had apprehensions that the same would be confirmed by the Senate. They knew the President and Secretary of the Interior had no knowledge of the circumstances under which it was made. They very soon thereafter, by verbal contract, employed affiant William P. Adair, and C. N. Vann, to proceed to Washington and lay the facts before the authorities, and, if possible, prevent the confirmation of the treaty by the Senate.

That in the year 1869 the said Osage Indians entered into a written contract with the said affiant and the said C. N. Vann, by the terms of which they agreed to give to said parties one-half of all the net proceeds of their lands, after deducting what was to be paid them by the United States under the treaty; that said contract was duly executed and approved by the chiefs and headmen of said tribes in council; that said contract was, according to the best recollection of affiant, furnished to said Osage Indians when they executed a subsequent contract.

That said affiant and C. N. Vann were employed in partnership; that they did proceed to Washington and lay all the facts in connection with the making of said treaty before the authorities, and by reason of their presentation of the case an agent was soon after sent to Kansas to look into the facts in connection with the transaction, that the statements of affiant and C. N. Vann might be confirmed; that said affiant presented all the facts to the Committee on Indian Affairs of the Senate and House of Representatives, and upon the said presentation of facts to the said committee of the Senate, the members thereof were enabled to get action on the said treaty by the Senate postponed until the next session thereof; and in the mean time the said affiant and his partner, C. N. Vann, busied themselves in getting together further facts in the case, that they might be presented to the authorities, in order to convince them that the consent of said Indians to said treaty was secured by false and fraudulent means; that at the next session of the Senate they had so presented said facts that the authorities became convinced that said treaty was one which ought not to be confirmed, and the same was, in consequence of the information given by affiant and C. N. Vann, withdrawn from the Senate; that in consequence of the facts so presented as aforesaid, in regard to said treaty with the said Osages, the act of Congress of 1870 was passed, by the terms of which act the said Osage Indians will probably realize from the sale of their lands to the United States the sum of \$10,000,000, instead of \$1,600,000.

That affiant states that from the time he was first employed in 1868, by said Osage Indians, until the passage of the law of 1870, and, in fact, until the year 1873, he was constantly employed in and about the business of the Osages, and in looking after their interests and in securing to them a just recognition at the hands of the authorities; that from 1868 until 1870 he was constantly engaged in presenting to members of Congress the facts in connection with the treaty of 1868; that upon his information the authorities at Washington became fully informed, and the members of the Senate and House of Representatives who had charge of Indian Affairs gained such information as enabled them to fully understand the wrong which was attempted to be perpetrated upon the Indians.

That between the time of making said treaty of 1868, and the time the same was withdrawn, there was a change of administration. A new President, Secretary of the Interior, and Commissioner of Indian Affairs came into office, who did not have any knowledge of the facts in connection with said treaty, and it was upon the information of said affiant that such knowledge was gained, as enabled them to fully understand the circumstances under which the treaty was made. This affiant believes that in consequence of his action, and the action of his partner, C. N. Vann, the Osage Indians will realize a net sum of from four to five million dollars more for their lands than they would have realized under the treaty of 1868, and by reason of the action of affiant and of his said partner, the Osage Indians were enabled to purchase lands amounting to about 2,000,000 acres in the Indian Territory, of as good quality as their lands in Kansas, for 70 cents an acre, while they received for their lands in Kansas \$1.25 per acre, thereby enabling said Indians to save over one-half million dollars.

That said Osages, fully realizing the great benefits they have derived from the serv-

ices of said affiant and the said C. N. Vann, with a full knowledge of all the facts before them, did, by their chiefs and head-men, on the 26th day of June, A. D. 1873, enter into a certain written agreement, which is now on file in the Department of the Interior, by which they fully recognized said services, and agreed to pay said parties for such services the sum of \$330,000. That said agreement, when presented to the council of said tribe of Indians, was so far modified as to reduce the amount to \$230,000, when the same was fully approved and signed by the members of said council, for themselves and their nation's head-men, chiefs, and warriors.

That affiant fully believing that through his aid and counsel and assistance, and the aid and assistance of his partner, these Indians have been saved a very large amount of money, compared with which the fees agreed to be paid them by said Osages is a mere bagatelle, and being fully conscious that affiant and his partner have in good faith labored faithfully and honestly for their clients, and that without their assistance the Osages would have been in great danger of losing a large sum of money, and considering that these facts are fully recognized and appreciated by the Osages, this affiant would earnestly but respectfully ask that the Secretary of the Interior, and the Commissioner of Indian Affairs, will approve said contract for the whole amount thereof, or for so much as they may deem just and equitable in the premises, and that said Secretary will order such an amount as he may deem to be due to at once be paid to affiant. This affiant further states he has been reduced to the necessity of employing council to assist him and his partner, Vann, from the beginning of the case.

W. P. ADAIR.

Sworn and subscribed to before me this 13th day of July, A. D. 1874.

[NOTARIAL SEAL.]

T. J. LAZENBY,  
Notary Public.

No. 10.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., July 21, 1874.

SIR: I return herewith, approved to the extent of \$50,000, the contract, referred with your letter of the 8th instant, between C. N. Vann and William P. Adair and the Great and Little Osage Nation of Indians, entered into on the 8th day of February, 1873, the said sum to be in payment for services rendered by Vann and Adair as attorneys for said nation.

Very respectfully, your obedient servant,

B. R. COWEN,  
Acting Secretary.

The COMMISSIONER OF INDIAN AFFAIRS.

No. 11.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
Washington, D. C., July 23, 1874.

SIR: Referring to Department letter of 21st instant, returning, with approval to the extent of \$50,000, the contract between W. P. Adair and C. N. Vann and the Osage Nation of Indians, dated February 8, 1873, for services rendered by Adair and Vann, as attorneys for said nation, I have the honor to submit, for your further instructions, whether the amount named shall be paid from the item of \$200,000, set apart by the act approved June 22, 1874, (page 17, Indian appropriation act,) from the proceeds of the sale of lands of the Great and Little Osage Indians, to be expended for their benefit under the direction of the Secretary of the Interior.

Very respectfully, your obedient servant,

EDWD. P. SMITH,  
Commissioner.

Hon. SECRETARY OF THE INTERIOR.

No. 12.

DEPARTMENT OF THE INTERIOR,  
Washington, D. C., July 30, 1874.

SIR: I have received and considered your communication of the 23d instant, in which you inquire whether the \$50,000 due to W. P. Adair and C. N. Vann from the Osage Na-

tion of Indians can be paid from the item of \$200,000 set apart by the act approved June 22, 1874, (page 17,) from the proceeds of the sale of lands of the Great and Little Osage Indians.

To my own mind the question is not free from doubt, but I have concluded to direct that the requisition be drawn upon that fund, and thereby to submit the matter for the consideration and adjudication of the accounting-officers of the Treasury Department.

The papers are herewith returned.

Very respectfully, your obedient servant,

B. R. COWEN,  
*Acting Secretary.*

The COMMISSIONER OF INDIAN AFFAIRS.

No. 13.

OSAGE NATION, INDIAN TERRITORY,  
*December 14, 1874.*

SIR: We have learned with great pleasure that you have received and registered, according to law, the contract that the Osage people made some time since with W. P. Adair and C. N. Vann, of the Cherokee Nation, for legal services rendered by them as attorneys for the Osages before the Government of the United States, and which was approved by the national council of the Osage Nation in 1873, for \$230,000. Our nation made this contract in good faith, and we desire it carried out in good faith for the amount it calls for on its face. We desire still further to inform you, which we now do, that Col. W. P. Adair is still the authorized attorney to represent the Osage Nation and people in their general interests before the United States Government, and ask that he be so recognized by you and the other Departments of the Government.

We have the honor to be, very respectfully, your obedient servants and friends,

Big Chief, chief of Big Chief's band, Osage Nation,	his x mark.
Black Dog, chief of Black Dog's band, Osage Nation,	his x mark.
Tah-wah-chee-hee, chief of Big-Hill band, Osage Nation,	his x mark.
White Hair, chief of White-Hair band, Osage Nation,	his x mark.
Neh-chee-wah-heh, second chief Big-Hill band, Osage Nation,	his x mark.
James Big Heart, chief Beaver band, Osage Nation.	
Little Chief, chief Little Chief's band, Osage Nation,	his x mark.
Masholarkey, second chief Big Chief's band, Osage Nation,	his x mark.
Hard Rope, war-chief,	his x mark.
Wah-ti-in-ka, chief counselor,	his x mark.
Mas-ho-gus-key, counselor,	his x mark.
Wash-cum-way, counselor,	his x mark.
Hular-he-kah, counselor,	his x mark.
Ti-ha-kee, counselor,	his x mark.
Kee-mah-ree-shee, counselor,	his x mark.
Co-che-che-nicker, light horse,	his x mark.
Hah-heh, little chief,	his x mark.
Wah-mun-keh, brave,	his x mark.
Young Clarmont, young chief of Big Chief's band,	his x mark.
Shinkemore, second chief Big Hill band,	his x mark.
Wah-coo-nee, second chief Black Dog band,	his x mark.
Major Broke Arm, third chief Black Dog band,	his x mark.
Micco-wah-ti-in-ka, brave,	his x mark.
Hunka-wah-ti-in-ka, small chief,	his x mark.
Gart Homey, second chief White Hair's band,	his x mark.
Too-cah-si-ah, second chief second Big Hill band,	his x mark.
Augustus Captain, counselor,	
Thomas Mosier, counselor,	
Joseph Paw-ne-no-poshe, governor of Osages,	

*Representatives of Osage Nation.*

Hon. E. P. SMITH,

*Commissioner of Indian Affairs, Washington, D. C.*

This is to certify that the foregoing letter was signed in good faith in my presence, and that I am well acquainted with the signers thereto, and that they are all responsible representative men.

CHARLES ROGERS,  
*Judge of the District Court for Coe-wee-skoo-wee District,  
Cherokee Nation, Indian Territory.*

No. 14.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., February 12, 1875.*

SIR: I have the honor to acknowledge the receipt, by reference from the Department, of a resolution of the Senate, dated the 2d instant, calling for full information as to the nature of the services rendered by William P. Adair and C. N. Vann for which the sum of \$50,000 was paid out of money belonging to the Osage Indians, and also the authority by which said payment was made.

In reply I have to state that by the terms of a contract between said Adair and Vann and the Great and Little Osage Nation, the latter agreed to pay to the former the sum of \$230,000 in consideration of services rendered as attorneys to said nation, which agreement was in lieu of one entered into between said parties November 10, 1869; and, also, in lieu of a further agreement between the same made February 8, 1873.

By the first agreement between these contracting parties (that of November 10, 1869) in consideration of services rendered by Vann & Adair in interrupting and finally preventing the ratification of a certain treaty made at Drum Creek, in the Osage Nation, May 7, 1868, under what are alleged to have been "extraordinary circumstances," and by which it was stipulated that the lands of the Osage people in the State of Kansas, amounting to over 8,000,000 acres, should be sold to the Atchison, Topeka and Santa Fé Railroad Company for the sum of \$1,600,000, and, also, in consideration of their services in procuring legislation authorizing the sale of these same lands at \$1.25 per acre, the Osage Nation stipulated to pay, as a contingent fee, to said Vann & Adair, a sum equal to one-half of the gross amount that should be gained by the annulling of the pending treaty, and the procuring of a new sale.

The second agreement (that of February 8, 1873,) declares that whereas the attorneys have performed well their duties in the premises, and have done all they contracted to do, and have procured for the Osage Nation a sum aggregating several millions of dollars, and whereas such sum is greater than was the expectation of either contracting party, the attorneys willingly propose a reduction of their stipulated contingent fee, and agree to take in lieu of said fee the sum of \$330,000.

These two agreements are signed by the chiefs of the Great and Little Osage Nation, and certified to by Thomas Mosier, interpreter, and also by Charles Rogers, district judge, Coo-we-shoo-we district, Cherokee Nation, who certifies that "this contract was read, explained, interpreted, agreed upon, signed, and acknowledged in his presence."

On the same day the Osage chiefs, in general council, in further action upon this agreement, confirmed and ratified the same, with the further understanding that the contingent fees, therein named as due to said attorneys Vann & Adair, should be reduced to \$230,000 instead of \$330,000. The attorneys consented to such reduction. This contract is signed by seven chiefs, five second chiefs, four third chiefs, nine councillors, and twenty-eight braves of the council, and approved by Joseph Paw-nee-nopah-she, governor of the Osage Nation. It is also witnessed by forty-seven braves with their marks.

Respecting the intelligent assent of the Osages to this contract, I have to say that many of the leading men of this nation, including the governor, have a fair education, and that at the time during which this contract of February 8, 1873, was under consideration, the agent of the tribe and the chief clerk of the Central superintendency were present and fully presented to the Indians the effect of the contract which they were signing, showing them, by comparison with the moneys which they were accustomed to receive annually in cash, how many years would be required to aggregate the sum which they were contracting to give these attorneys.

I am satisfied that if any Indians can be made, by any process of demonstration, to understand a pecuniary transaction, these Osages knew what they were doing.

Respecting this contract, I will say that, from the best information I can procure, I have no hesitation in admitting that the great gain to the Osages, amounting to over \$8,000,000 in the final sale of their lands, was largely contingent upon the services of Vann & Adair; but believing that these services could not, in any event, warrant the payment of the full amount offered by the Osages, I had the honor to recommend in my report to you, dated the 8th of July last, that the contract be approved only in the sum of \$50,000, to be paid these attorneys in lieu of all claims for past services for the Osage Nation. This recommendation was approved by your letter of the 21st of July last, and the question having been submitted to you by report of the 23d July last, whether payment should be made from the item of \$200,000 set apart by the act approved June 22, 1874, from the proceeds of the sale of the lands of the Great and Little Osages, you decided, under date of the 30th of July last, to have a requisition issued upon that fund, thereby submitting the matter for the consideration and adjudication of the accounting officers of the Treasury Department. The account was allowed and paid out of said fund.

The resolution of the Senate is respectfully returned herewith, accompanied by copies of the papers on file in this Office relating to the subject.

Very respectfully, your obedient servant,

EDWD. P. SMITH,  
*Commissioner.*

Hon. SECRETARY OF THE INTERIOR.

---

No. 15.

TREASURY DEPARTMENT,  
*Washington, D. C., February 15, 1875.*

SIR: I have the honor to acknowledge the receipt of your letter of this date, asking from what appropriation your requisition No. 7165, dated 5th August, 1874, in favor of William P. Adair and C. N. Vann, for \$50,000 was paid, and to inform you that the same was paid from appropriation "Fulfilling treaties with Osages; proceeds of trust lands."

Very respectfully,

CHAS. F. CONANT,  
*Assistant Secretary.*

Hon. B. R. COWEN,  
*Acting Secretary of the Interior.*  
S. Ex. 29—4

○