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Message from the President of the United States, transmitting communication from the Secretary of the Interior in reference to an agreement between the Shoshone and Bannock Indians with the United States

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AGREEMENT WITH THE SHOSHONE AND BANNOCK INDIANS.

M E S S A G E

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

communication from the Secretary of the Interior in reference to an agreement between the Shoshone and Bannock Indians with the United States.

JANUARY 11, 1882.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives :

I transmit herewith a communication from the Secretary of the Interior, with draft of a bill and accompanying papers, in reference to an agreement by the Shoshone and Bannock Indians with the United States, for the disposal of certain of their lands in the Fort Hall Indian Reservation in Idaho, for the use of the Utah and Northern Railway.

The matter is commended to the careful consideration of Congress.
CHESTER A. ARTHUR.

EXECUTIVE MANSION,
January 11, 1882.

DEPARTMENT OF THE INTERIOR,
Washington, January 7, 1882.

SIR: I have the honor to transmit herewith a draft of a bill to accept and ratify an agreement made the 18th day of July, 1881, between the Shoshone and Bannock Indians, resident on the Fort Hall Reservation, in the Territory of Idaho, represented by their chiefs and headmen, and heads of a majority of families, and being a majority of the adult male Indians occupying or interested in the lands therein described, of the one part, and the United States of America, represented by Hon. Joseph K. McCammon, Assistant Attorney-General, of the other part, for the sale of a portion of the Fort Hall Reservation, required for the use of the Utah and Northern Railway, and to make the necessary appropriation for carrying out the same, together with the accompanying papers, maps, &c., relating thereto (in duplicate) received from the Commissioner of Indian Affairs, of the 12th ultimo; and

2. AGREEMENT WITH THE SHOSHONE AND BANNOCK INDIANS.

The subject having received the approval of the department and the Indian Office, is respectfully submitted, with the request that it may be recommended to the favorable consideration of Congress.

Very respectfully, your obedient servant,

S. J. KIRKWOOD,
Secretary.

The PRESIDENT.

A BILL to accept and ratify an agreement with the Shoshone and Bannock Indians for the sale of a portion of their reservation in Idaho Territory required for the use of the Utah and Northern Railroad, and to make the necessary appropriation for carrying out the same.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That a certain agreement made made by Joseph K. McCammon, Assistant Attorney-General on behalf of the United States with the Shoshone and Bannock Indians, resident on the Fort Hall Reservation in the Territory of Idaho, be, and the same is hereby, ratified and confirmed, subject nevertheless, to the conditions hereinafter mentioned. Said agreement is executed by a majority of all the adult male Indians of the Shoshone and Bannock tribes, occupying or interested in the lands therein more particularly described in conformity with the provisions contained in Article XI of the treaty with said Indians of July 3, 1868, and is in words and figures following, viz:

"This agreement made this eighteenth day of July, eighteen hundred and eighty-one, between the Shoshone and Bannock Indians, resident on the Fort Hall Reservation in the Territory of Idaho, represented by their chiefs and headmen and heads of a majority of families, and being a majority of all the adult male Indians occupying or interested in the lands hereinafter described of the one part, and the United States of America, represented by Joseph K. McCammon, Assistant Attorney-General, of the other part.

"Whereas, the Utah and Northern Railroad Company have applied for permission to construct a line of railroad from east to west through the Fort Hall Reservation, and the said Indians have consented thereto, and for that purpose have agreed for the consideration hereinafter mentioned, to surrender to the United States their title to so much of the land comprised in said reservation as may be necessary for the legitimate and practical uses of said road.

"Now this agreement witnesseth that for the consideration hereinafter mentioned, the said Shoshone and Bannock Indians do hereby cede to the United States all that part of the present Fort Hall Reservation in the Territory of Idaho described as follows, viz:

"A strip of land not exceeding one hundred feet in width (except at Pocatello Station where it is two hundred feet), as will appear on maps hereto annexed, commencing at the eastern boundary of said reservation striking the south bank of Port Neuf River, and thence following down Port Neuf Valley, sometimes on the south side and sometimes on the north side of said Port Neuf River until it reaches the Utah and Northern Railroad already constructed at a point about five miles east of Port Neuf Station on said road, a distance of about thirty-six miles, more or less, thence following said Utah and Northern Railroad already constructed, a distance of ten and seventy-three one hundredths miles to a point on said road about six miles west of said Port Neuf Station on said road; thence leaving said road already constructed and proceeding northwestward along the Port Neuf River aforesaid, a distance of eight miles, more or less, thence deflecting from said river westward and continuing to the west boundary line of said Fort Hall Indian Reservation, a distance of about nineteen miles, more or less, from the Utah and Northern Railroad, as shown upon the map or plan thereof hereto attached, marked A, the same being intended to be hereafter used by the said Utah and Northern Railroad Company, its successors or assigns, as a right of way and road bed and containing by actual survey six hundred and seventy acres or thereabouts.

"Also the several pieces or parcels of land situate along and adjoining the said strip of land hereinbefore described as defined in the several plats or maps thereof also hereto attached and marked, respectively, B, C, D, &c., the same being intended to be used by the said Utah and Northern Railroad Company its successors or assigns for depots, stations, sidings, &c., and containing in the whole by actual survey one hundred and two acres more or less.

"In consideration of such cession the United States agrees to pay to the Shoshone and Bannock Indians the sum of six thousand dollars, being at and about the rate of seven and seventy-seven one-hundredth dollars per acre for the lands so ceded to be deposited in the United States Treasury to the credit of said Indians, upon ratification

hereof by Congress and necessary appropriation therefor and to bear interest at — per cent. per annum, the same to be in addition to any and all sums to which the above named Indians are now entitled by treaty.

"All provisions of existing treaties not affected by this agreement to remain in full force and effect, and this agreement to be subject to ratification by Congress. Executed at the Fort Hall Agency, Idaho, the day and year first aforesaid."

SEC. 2. That for the purpose of carrying the provisions of this act into effect, the sum of six thousand dollars is hereby set aside, out of any moneys in the United States Treasury not otherwise appropriated, to be deposited in the United States Treasury to the credit of the Shoshone and Bannock Indians, and to bear interest at — per cent. per annum, such interest to be expended for the benefit of said Indians in such manner as the Secretary of the Interior may direct.

SEC. 3. The right of way over the land relinquished by said agreement to the United States for the construction of said Utah and Northern Railroad, and the use of the several parcels of land so relinquished intended to be used for depots, stations, sidings, &c., for said railroad, are hereby granted to said Utah and Northern Railroad Company, its successors and assigns, for the uses and purposes in said agreement set forth; but the land, or any part thereof, relinquished to the United States by said agreement shall not be used for railroad purposes by or for the Utah and Northern Railroad Company, its successors or assigns, except upon the condition precedent that the said company, its successors or assigns, shall, within — days from the taking effect of this act, pay to the Treasurer of the United States said sum of six thousand dollars hereby appropriated to be paid by the United States for the lands relinquished to the United States by said agreement; and shall, within the same time, file with the Secretary of the Interior its written acceptance of the conditions of this section. Nor shall said land, or any part thereof, be continued to be used for railroad purposes by or for said Utah and Northern Railroad Company, its successors or assigns, except upon the further condition that said company, its successors or assigns, will pay any and all damages which the United States or said Indians, individually or in their tribal capacity, or any other Indians lawfully occupying said reservation, may sustain by reason or on account of the act or acts of said company, its successors or assigns, its agents or employes, or on account of fires originating by or in the construction or operation of such railroad, the damages in all cases to be recovered in any court of the Territory of Idaho having jurisdiction of the amount claimed, upon suit or action instituted by the proper United States attorney in the name of the United States: *Provided*, That the said United States attorney may accept such sum of money in satisfaction of any such injury or damage as in his discretion may be just; and, if so accepted before suit or action is commenced, no suit or action shall be instituted, and if accepted after commencement of suit or action, the same shall be dismissed at the cost of said company, its successors or assigns.

SEC. 4. That all moneys accepted or recovered under the provisions of section three of this act shall be covered into the Treasury of the United States, and if accepted or recovered on account of damages sustained by said Indians as aforesaid, they shall be placed to the credit of said Indians in their tribal names, to be expended by the Secretary of the Interior, for the benefit of said Indians, in such manner as he may deem for their best interest, except in the case of an individual Indian, when the amount covered into the Treasury shall be expended for his sole benefit.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 12, 1881.

The Honorable THE SECRETARY OF THE INTERIOR:

SIR: I have the honor to acknowledge the receipt of your letter of the 15th October last, returning, with your approval indorsed thereon, under date of the 26th August last, the agreement between the United States and the Shoshone and Bannock Indians, dated 18th July, 1881, for the extinguishment of their title to certain lands of the Fort Hall Reservation, in the Territory of Idaho, required for the legitimate and practical uses of the Utah and Northern Railroad Company in the construction of its line of road running east and west through the reservation, as indicated in said agreement, and maps accompanying the same, such agreement being subject, under the provisions therein contained, to ratification by Congress.

I inclose herewith, for transmission to Congress, the draught (in duplicate) of a bill to accept and ratify said agreement, together with copies (also in duplicate) of the agreement, maps, reports, and other papers in the case.

In reference to that portion of your letter which states that, "in the preparation of the bill, it is requisite that such provisions as may be necessary for the protection of the Indians, and the observation of and compliance with the intercourse laws, should

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be duly incorporated," I would suggest whether such requirements cannot be more appropriately and effectively met by requiring the Utah and Northern Railroad Company to file the customary bond.

Independently of this, I may remark that, by the terms of the agreement, all provisions of existing treaties not affected by the agreement remain in full force and effect.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, June 13, 1881.

The COMMISSIONER OF INDIAN AFFAIRS:

SIR: On the 14th of April last the Utah Northern Railroad Company, by Messrs. Shellabarger & Wilson, its attorneys, requested me in writing to cause "the Indian agent at the Fort Hall Reservation to assemble the Indians on said reservation with the view to making such arrangements and agreements as may be necessary and proper between the Indians and said company, as will authorize the latter to survey on said reservation for a line of railroad, and as will secure to said company, or assigns, from the said Indians the right of way and other necessary privileges for a railroad on and through said reservation."

The request, so far as it related to the making of "arrangements and agreements" between the company and the Indians for the right of way, &c., could not be granted by the department or the President, because, under the laws of the United States relative to the extinguishment of Indian titles to lands, no party except the United States, or some one duly authorized by the law-making power, can purchase or extinguish such title; hence there is no authority on the part of the Executive to consent to or permit the making of such a contract as the company desired to enter into with the Indians, for it would necessarily involve the purchase of the Indian title to the lands desired. There were therefore but two ways by which the company could secure the right of way and other privileges in said reservation, viz:

First, by procuring Congressional legislation authorizing the company to make the purchase directly from the Indians.

Second, by the government entering into an agreement with the Indians for the extinguishment of the title to so much of their lands as is needed for the purposes of the road.

The first question for the consideration of the Executive, therefore, was whether the road ought to be built through the reservation, and the next one was as to which of the two modes of securing the right of way was the more advisable.

After a careful consideration of the whole matter I became convinced that the contemplated railroad would advance the welfare of the Indians, be beneficial to the Indian service, and conserve a general public interest in the vicinity through which it is to be constructed, and that no unnecessary delay should be interposed by the government.

I also arrived at the conclusion that the more feasible manner of securing the right of way through the reservation, with due regard to the interest of the government and the Indians, would be the second one above-mentioned; for, in the first place, it is, in my opinion, always better for the government to deal directly with the Indians in the purchase or extinguishment of their land titles than to grant the right to do so to individuals or corporations; and, in the second place, much less delay in the construction of the road would occur by the government entering into an agreement at once with the Indians, and submitting the same to Congress at its next session for ratification; for, immediately upon the ratification of the agreement by Congress, the land mentioned therein would become a part of the public domain of the United States, and subject to the provisions of the right of way act of March 3, 1875 (18 Stats., 482), when the company could at once avail itself of the privileges of said act. I therefore recommend to the President that an agreement for the extinguishment of the Indian title to so much of said reservation as may be necessary for the legitimate and practical uses of the contemplated road should be negotiated for submission to Congress for its action, in order that the company, if Congress assent, may avail itself of the full benefits of the right of way act of March 3, 1875, with the least possible delay.

My views and recommendations in the premises were expressed to the President in letters to him dated, respectively, April 28 and May 23, 1881. On the 31st ultimo the President issued the following order, which is indorsed upon the said letter of May 23, 1881: "I concur in the views of the Secretary of the Interior herein expressed, and, in accordance with his recommendation, direct that he detail some suitable officer or officers of his department to make the contemplated negotiations with the Indians on said reservation, in conformity to general laws and the present treaty stipulations with said Indians; the whole subject to be submitted to Congress."

That the purposes of the President in this matter may be accomplished in a manner most satisfactory to all parties concerned, it will be necessary for the officer to be detailed under the above order, before any surveys are made by the company, to fully explain to the chiefs and headmen of the Indians the objects of the proposed agreement, assuring them that, except as to the quantity of land allowed under the right of way act of 1875, which may be purchased under the said agreement, and the quantity taken by said company under the act of June 20, 1878 (20 Stats., 242), all the stipulations of the treaty of July 3, 1868 (15 Stats., 673), will remain intact, expressly assuring them that no unauthorized persons will be permitted to pass over, settle upon, or reside in the territory remaining to said Indians. After such explanation, a majority of the Indians not objecting, the company will be notified that it will be permitted to survey and locate its route through the reservation, conforming to the provisions of the right of way act of 1875 as to the quantity of land to be taken. When the company shall have surveyed, located, and duly mapped its route, and presented a copy of the map thereof to the officer detailed, if it appear that no more land is embraced in the survey than the act of 1875 allows, the said officer, through the agent or acting agent at said reservation, will assemble the Indians, negotiate with them as to the price to be paid for the quantity of land to be taken (the sum agreed upon to be placed to the credit of the Indians in the Treasury of the United States), the rate of annual interest to be paid thereon, and all other matters necessary to be agreed upon, and reduce the agreement to writing.

The agreement must be executed and signed by at least a majority of all the adult male Indians occupying or interested in the land described in the agreement.

You will prepare instructions in accordance with this letter for the officer whom I will detail and whom I will name to you in a separate communication, and also a form of an agreement to accompany the same, and submit them at the earliest practicable day for my examination and approval.

Very respectfully,

S. J. KIRKWOOD,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, June 14, 1881.

The COMMISSIONER OF INDIAN AFFAIRS:

SIR: I have to acknowledge the receipt of your letter of this date, accompanying instructions and a form of agreement prepared by you pursuant to my letter of the 13th instant, relative to the negotiation of an agreement with the Indians on the Fort Hall Reservation, for the extinguishment of title to so much of the said reservation as may be needed for the legitimate and necessary use of a railroad to be constructed through same by the Utah and Northern Railroad Company. I have examined said instructions and form of agreement, and herewith return the same with my approval.

I have detailed Hon. Joseph K. McCammon, Assistant Attorney-General, by virtue of the President's order in the premises, to negotiate said agreement, to whom you will issue your instructions and deliver the form of agreement and all other necessary papers and documents.

Very respectfully,

S. J. KIRKWOOD,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 16, 1881.

Hon. J. K. MCCAMMON,
Assistant Attorney-General, Department of the Interior:

SIR: In compliance with instructions contained in the letter of the honorable Secretary to this office, dated the 14th instant, I herewith hand you letter of instructions relative to the negotiation of an agreement with the Indians on the Fort Hall Reservation for the extinguishment of their title to so much of said reservation as may be needed for the legitimate and necessary uses of a railroad to be constructed through the same by the Utah and Northern Railroad Company; also the form of proposed agreement referred to in said letter. Both documents have been submitted to and received the approval of the honorable Secretary.

In the hurry of preparing said letter of instructions the existence of a prior agreement between said Indians and the United States was overlooked and not brought to my notice.

By this agreement (a copy of which is herewith inclosed), which was entered into on the 14th May, 1880, with a delegation of chiefs and headmen of the Shoshone and

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Bannock and Sheepeater tribes of Indians belonging to the Fort Hall and Lemhi Reservations, respectively, then present in this city, the chiefs and headmen representing the Indians of the latter reservation agreed to surrender their reservation and to remove to and take up lands in severalty upon the Fort Hall Reservation. By the same agreement the chiefs and headmen of the Shoshones and Bannocks of Fort Hall agreed to cede to the United States a portion of the southern part of their reservation, including Marsh Valley and the settlements therein, and estimated to contain 325,760 acres or thereabouts. The area of the proposed cession is shown in blue shading upon the accompanying map of the reservation.

In consideration of such cession the United States agreed to pay to the Lemhi Indians the sum of \$4,000 annually for twenty (20) years, and to the Fort Hall Indians the sum of \$6,000 per annum for twenty years, in addition to any sums to which said Indians are already entitled by treaty provisions. The United States further agreed to cause the remaining lands of the Fort Hall Reservation to be surveyed and allotted to said Indians in severalty, in the proportions mentioned in said agreement, and to issue patents therefor with restrictive clauses against alienation, &c., so soon as the necessary laws are passed by Congress.

In anticipation that the agreement would be confirmed, bills to accept and ratify the same and make the necessary appropriations were prepared and introduced into both Houses at the second session of the Forty-sixth Congress (S. 1759, H. R. 6227).

Afterwards the Lemhi Indians refused to remove to Fort Hall, and the agreement became inoperative so far as they are concerned.

In the annual report of this office for the year 1880, the then Acting Commissioner of Indian Affairs, after reviewing the facts, recommended that so much only of said agreement as related to the Fort Hall Indians and their reservation be accepted and ratified by Congress.

Subsequently this office was advised by the agent at Fort Hall that some thirty-two of the Lemhi Indians had voluntarily removed to the Fort Hall Reservation, and had expressed a desire to remain there permanently, asserting that others would soon follow them. Thereupon the question was submitted to the House Committee on Indian Affairs, whether any modification of said bill should then be made in favor of such of the Lemhi Indians as had voluntarily accepted the terms of the agreement by removal to the Fort Hall Reservation.

So far as this office has any knowledge on the subject, no action whatever was taken by Congress in the matter.

I am unable clearly to distinguish from the map filed by the company whether or not the new line of the Utah and Northern Railway passes through any portion of the lands proposed to be ceded by said agreement of May 14, 1880. This, however, you will be able to ascertain from the map of the survey, which will be presented to you by the company. If it should be found to do so, and it becomes necessary, you will, of course, modify the agreement accompanying the letter of instructions in such manner as in your judgment may best suit the circumstances of the case.

In this connection I would, however, remark that by the 11th article of the treaty with the Shoshones and Bannocks, July 3, 1868 (15 Stat., 673), it is provided that no treaty for the cession of any portion of the reservations therein described, which may be held in common, shall be of any force or validity as against the said Indians, unless executed and signed by at least a majority of all the adult male Indians occupying or interested in the same, and that no cession by the tribe should be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his right to any tract of land selected by him, as provided in Article VI of the treaty.

The agreement of May 14, 1880, as it stands, and so far as it relates to the Fort Hall Indians, is simply the agreement of some of the chiefs and headmen of those Indians, and under the provisions of the treaty hereinbefore referred to must be signed by at least a majority of the adult male Indians before it can be ratified by Congress.

Very respectfully,

H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, June 20, 1881.

HON. HIRAM PRICE,
Commissioner of Indian Affairs:

SIR: I have the honor to acknowledge the receipt of your instructions of the 14th instant, in relation to the negotiations with the Bannock and Shoshone Indians on the Fort Hall Reservation, in Idaho Territory. I have examined all the papers and maps transmitted by you, and think that I understand the wishes of the department in this matter.

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I will leave Washington for the Fort Hall Agency on Wednesday next, and will report from time to time.

I am, Very respectfully,

JOSEPH K. McCAMMON,
Assistant Attorney-General.

OGDEN, UTAH, July 8, 1861.

HON. HIRAM PRICE,
Commissioner of Indian Affairs:

SIR: I have the honor to report that, in accordance with your instructions of the 14th ultimo, I proceeded from Washington to the Fort Hall Indian Agency, in Idaho Territory, arriving there on the 1st instant. Before reaching the agency I had telegraphed to the acting agent to assemble the Indians for the purpose of holding a council on Saturday, the 2d instant.

On that day I met the chiefs and headmen of the Shoshones and Bannocks, together with a number of the adult male Indians, and held a council, in which I stated to them the object of my visit, following literally, on all important points, the terms of your letter of instructions, and the letter of the Secretary of the Interior, of the 13th ultimo, to yourself, in relation to the proposed railroad right of way running east and west through the Fort Hall Indian Reservation. I told them that the purpose of this council was to elicit an expression of opinion from them in relation to a preliminary survey to be made by the Utah and Northern Railroad Company, and permission was given without a dissenting voice from those present. I at once notified the agents of the railroad referred to of this fact, and requested them to proceed immediately with the preliminary survey, which they agreed to do.

I also informed the Indians that I would return in about two weeks from the date of the present council, after the making of the survey, and the preparation of the proper maps and plats, to obtain their views with regard to the construction of the railroad and the price to be paid, if they agreed to permit the same, for the lands proposed to be crossed and occupied. The chiefs and headmen, expressing the views of the tribes concerned, said they would take the matter into consideration, and be prepared when I should next meet with them.

I impressed upon the Indians the importance of having a majority of the male adults present or within reach at the next council.

It is unnecessary to say that I informed them that, if the grant was made, it would have to be ratified by Congress before it became valid.

I am under obligations to Captain Bainbridge, of the Fourteenth Infantry, U. S. A., commanding at Fort Hall, and to Lieutenant Kimball, of the Fourteenth Infantry, for valuable information and assistance. Acting Agent Richards and the other employes at the agency did everything in their power to further the object of my visit.

Agent Stone, who had been directed by you to meet me at the agency on the 30th ultimo, wrote to Acting Agent Richards that it would be impossible for him to do so.

My telegraphic address until the 15th inst. will be "Care U. S. Attorney, Denver, Colo."

I am, very respectfully,

JOSEPH K. McCAMMON,
Assistant Attorney-General.

DEPARTMENT OF THE INTERIOR,
Washington, August 16, 1861.

HON. HIRAM PRICE,
Commissioner of Indian Affairs:

SIR: I have the honor to report that, in accordance with the understanding had at the first council of the Fort Hall Indians, Idaho Territory, of which I wrote to you July 8, I held a second council on July 18 at the agency. There was a large attendance of the chiefs and headmen of the Shoshones and Bannocks, and also of the adult male members of these tribes. To them I repeated the purpose of my visit, reciting the desire of the Utah and Northern Railroad to build a road from the eastern border of the reservation to the Snake River on the western border. All the necessary maps of survey of the proposed line, having been prepared by the officials of the railroad, were submitted to the Indians for their examination. They seemed to understand the topography, and asked many questions with regard to certain squatters along the Port Neuf River. After a protracted consultation among themselves the Indians consented to the agreement which I herewith submit. Not only a majority of the adult male Indians of the tribes mentioned signed it, but every male Indian to whom it was submitted, or who was present on the reservation, gave his written consent.

The agreement provides for the occupation of a strip of land across the reservation

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east and west, following certain rivers and courses, and occupying certain lands for depots, stations, sidings, water tanks, and so on, amounting in the aggregate to 772 acres, for which the Indians are to receive six thousand dollars (\$6,000), to be deposited in the Treasury of the United States to the credit of the said Indians, the whole agreement to depend, however, upon the ratification of its provisions by Congress and the necessary appropriation to carry it out. I also submit the maps that were examined by the Indians, and which should be attached to the agreement as part of the same (maps A, B, C, D, E, F, G, and H).

At both of these councils the Indians requested me to call certain matters to the attention of the officers of the government, which I promised to do, and will make the same the subject of another letter.

Very respectfully, your obedient servant,

JOSEPH K. McCAMMON,
Assistant Attorney-General.

WASHINGTON, D. C., August 25, 1881.

HON. HIRAM PRICE,
Commissioner of Indian Affairs:

SIR: Referring to my report of the 16th inst., in the matter of the right of way for the Utah and Northern Railway Company through the Fort Hall Indian Reservation east and west, in Idaho, I beg leave to add that the price (\$6,000) which the agreement names is fair and reasonable, according to my judgment, which is based on the opinion of reliable men of the vicinity, Army officers and others, competent judges of the value of the lands and privileges to be granted. The Indians, in addition to the agreement, expressed themselves satisfied with the price.

I am, very respectfully, your obedient servant,

JOSEPH K. McCAMMON,
Assistant Attorney-General.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 26, 1881.

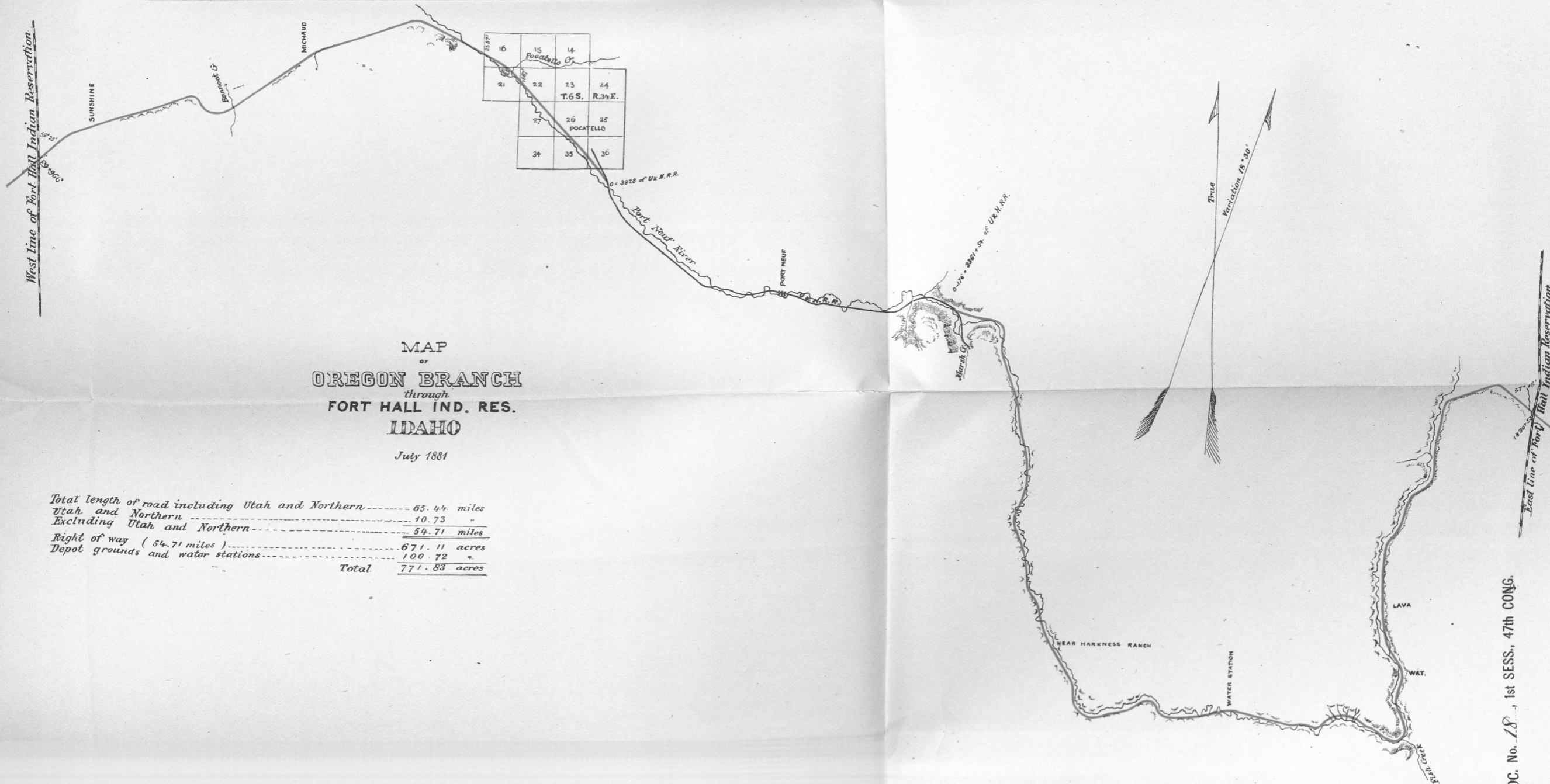
The honorable the SECRETARY OF THE INTERIOR:

SIR: I am in receipt of a letter dated the 16th instant from Hon. J. K. McCammon, Assistant Attorney-General, who was specially detailed by you on the 14th June last to negotiate on behalf of the United States, with the Shoshone and Bannock Indians resident upon the Fort Hall Indian Reservation, Idaho Territory, for the extinguishment of their title to so much of the lands thereof as may be necessary for the legitimate and practical uses of the Utah and Northern Railroad Company in the construction of a line of railroad from east to west through said reservation, reporting the result of his labors, and transmitting an agreement (with accompanying maps) entered into with said Indians and bearing date the 18th day of July, 1881.

The agreement provides for the cession to the United States of a strip of land not exceeding one hundred (100) feet in width (except at Pocatello station, where it is two hundred (200) feet), commencing at the eastern boundary of said reservation, striking the south bank of Port Neuf River and thence following down Port Neuf Valley, sometimes on the south side and sometimes on the north side of said Port Neuf River, until it reaches the Utah and Northern Railroad, already constructed, at a point about five miles east of Port Neuf station on said road, a distance of about thirty-six (36) miles, more or less; thence following said Utah and Northern Railroad already constructed, a distance of ten and seventy-three one-hundredths miles (10.73) miles to a point on said road about six (6) miles west of said Port Neuf station on said road; thence leaving said road already constructed and proceeding northward along the Port Neuf River aforesaid, a distance of eight (8) miles, more or less; thence deflecting from said river westward, and continuing to the west boundary line of said Fort Hall Reservation, a distance of about nineteen (19) miles, more or less, from the Utah and Northern Railroad, as shown upon the map or plan thereof thereto attached, marked "A," the same being intended to be thereafter used by the said Utah and Northern Railroad Company, its successors or assigns, as a right of way and road bed, and containing by actual survey six hundred and seventy (670) acres or thereabouts.

Also the several pieces or parcels of land situate along and adjoining the said strip of land thereinbefore described, as defined in the several maps or plats thereof, also thereto attached, and marked respectively B, C, D, E, F, G, and H, the same being intended to be used by the said Utah and Northern Railroad Company, its successors or assigns, for depots, stations, sidings, &c., and containing in the whole by actual survey one hundred and two (102) acres, more or less, making in the aggregate seven hundred and seventy-two (772) acres of land ceded for the purposes aforesaid.

A.

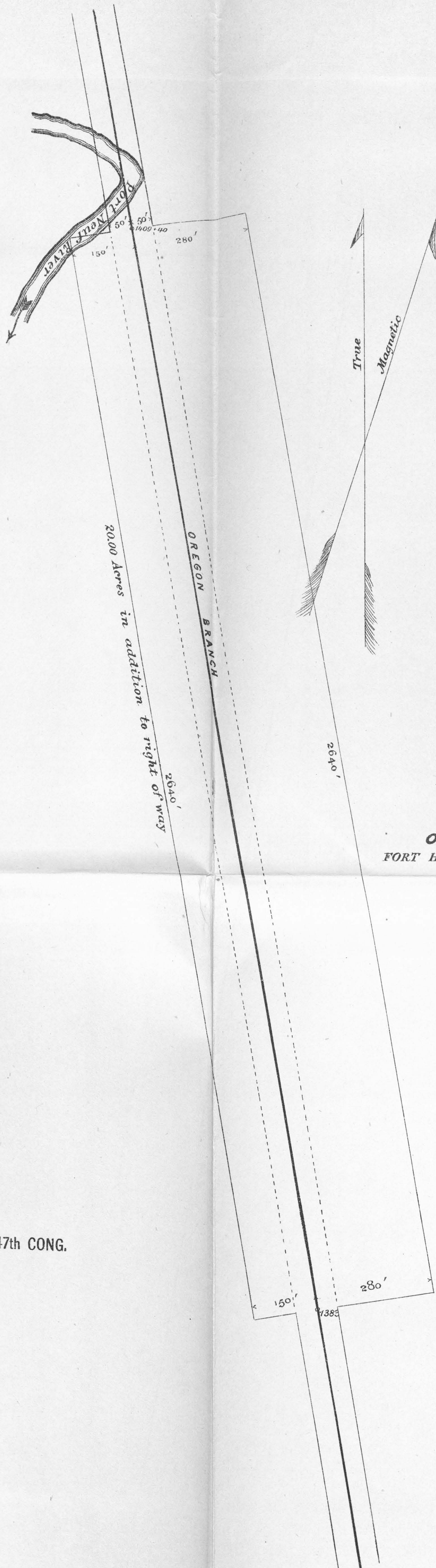


MAP
 of
OREGON BRANCH
 through
FORT HALL IND. RES.
IDAHO

July 1881

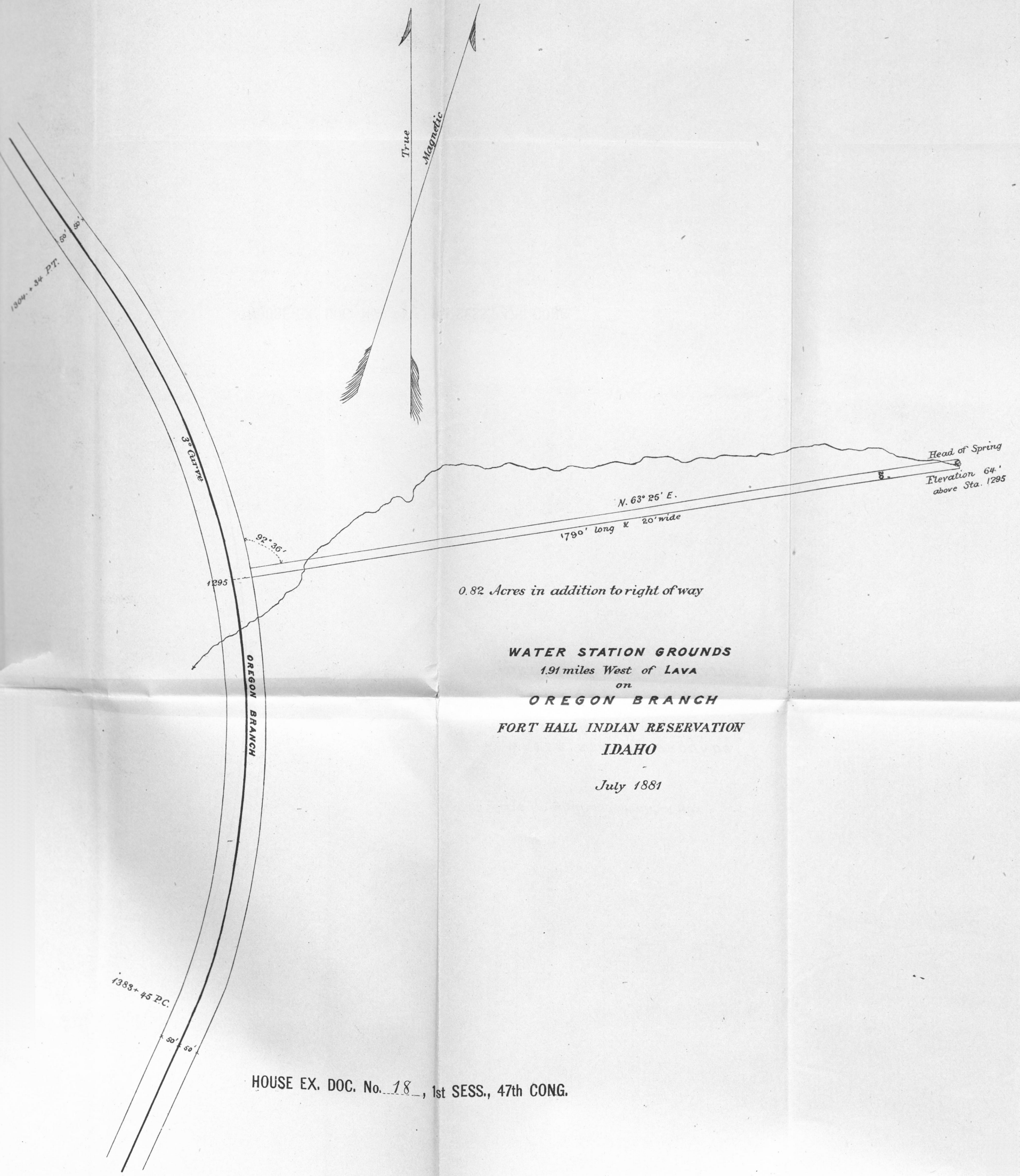
Total length of road including Utah and Northern	65.44 miles
Utah and Northern	10.73 "
Excluding Utah and Northern	54.71 miles
Right of way (54.71 miles)	671.11 acres
Depot grounds and water stations	100.72 "
Total	771.83 acres

B.



STATION GROUNDS
at
LAVA
OREGON BRANCH
FORT HALL INDIAN RESERVATION
IDAHO
July 1881

C.



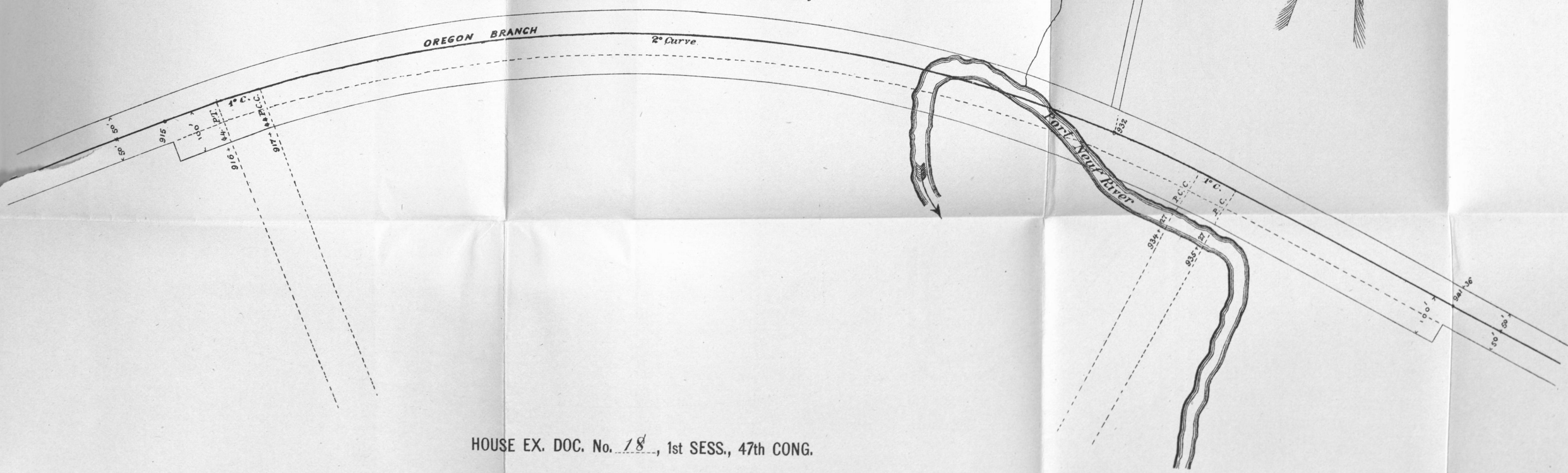
WATER STATION GROUNDS
 1.91 miles West of LAVA
 on
OREGON BRANCH
FORT HALL INDIAN RESERVATION
IDAHO

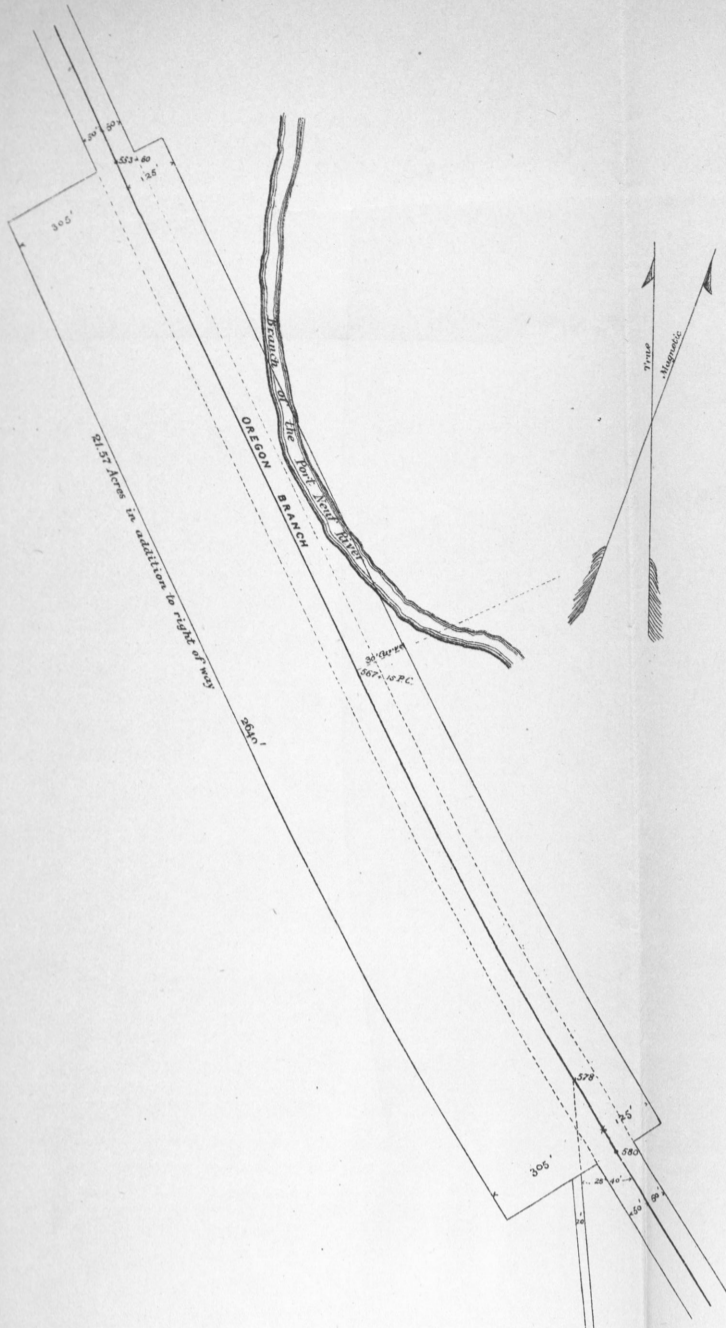
July 1881

D.

WATER STATION GROUNDS
8.67 miles West of LAVA
on
OREGON BRANCH
FORT HALL INDIAN RESERVATION
IDAHO
July 1881.

3.80 Acres in addition to right of way





STATION GROUNDS,
 near HARKNESS RANCHE
 OREGON BRANCH
 FORT HALL INDIAN RESERVATION
 IDAHO
 July 1881

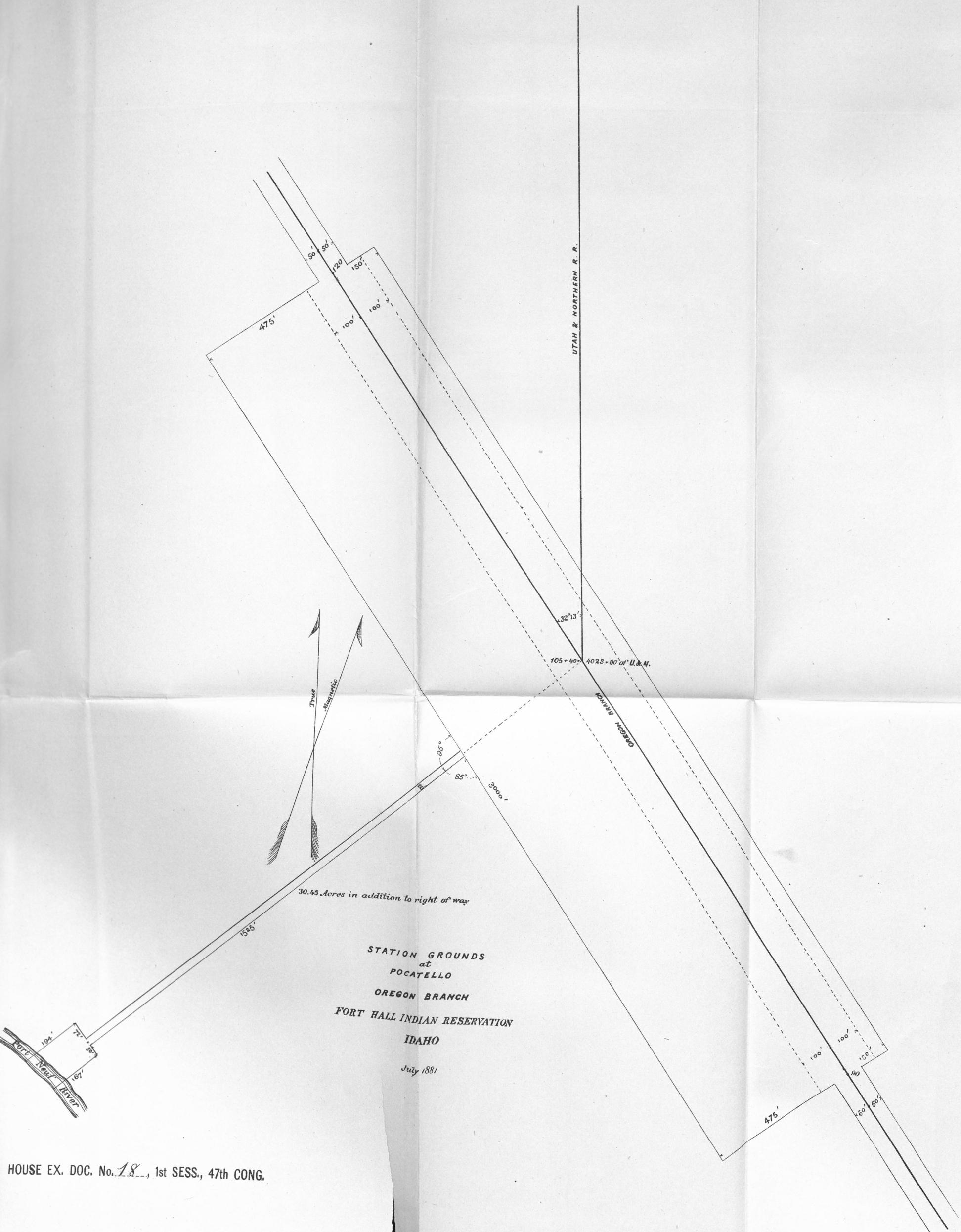
2332' Long x 20' wide

total distance to spring 3432'

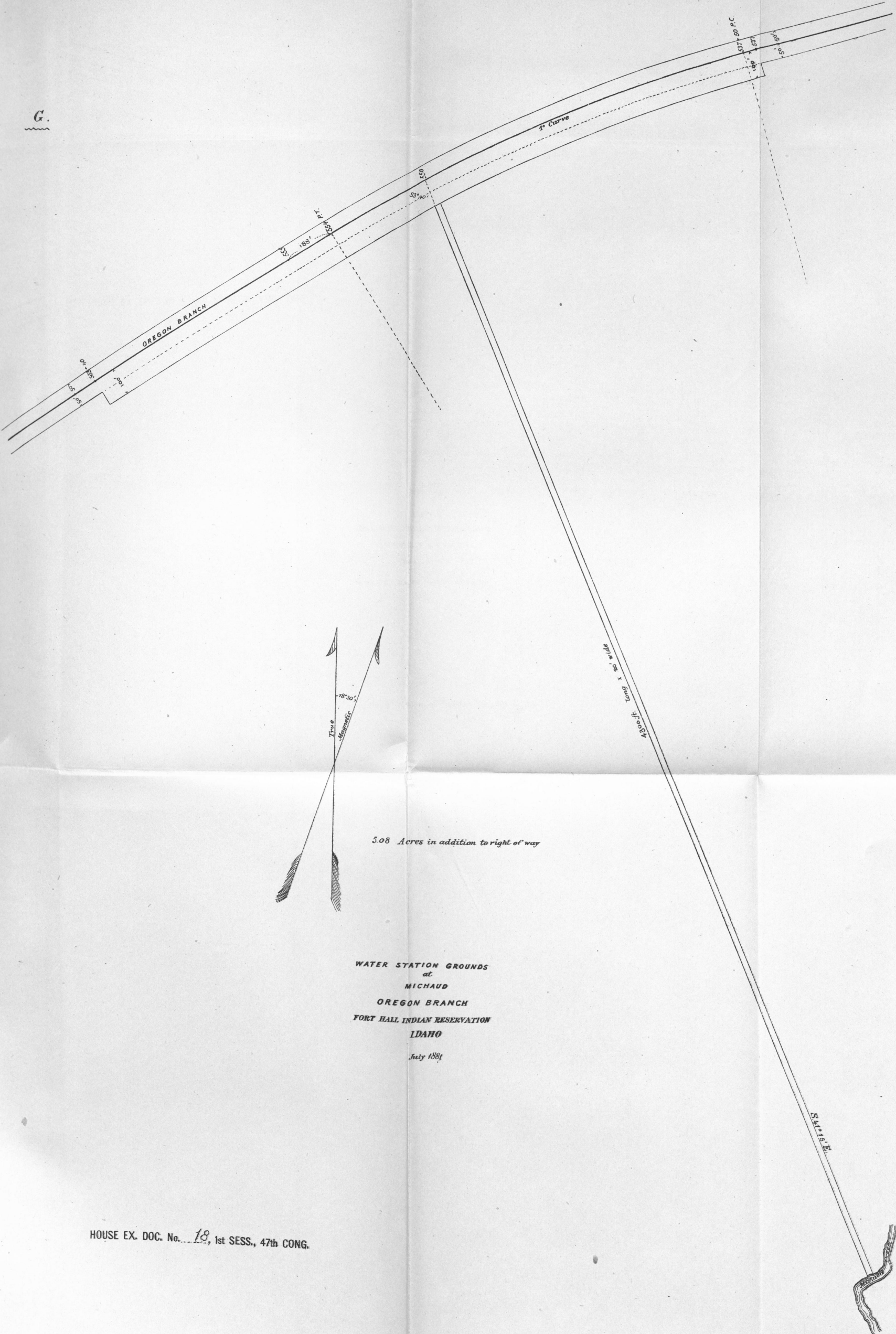
1100'

Spring Water 3' deep
 Elevation 78' above sea level

F.



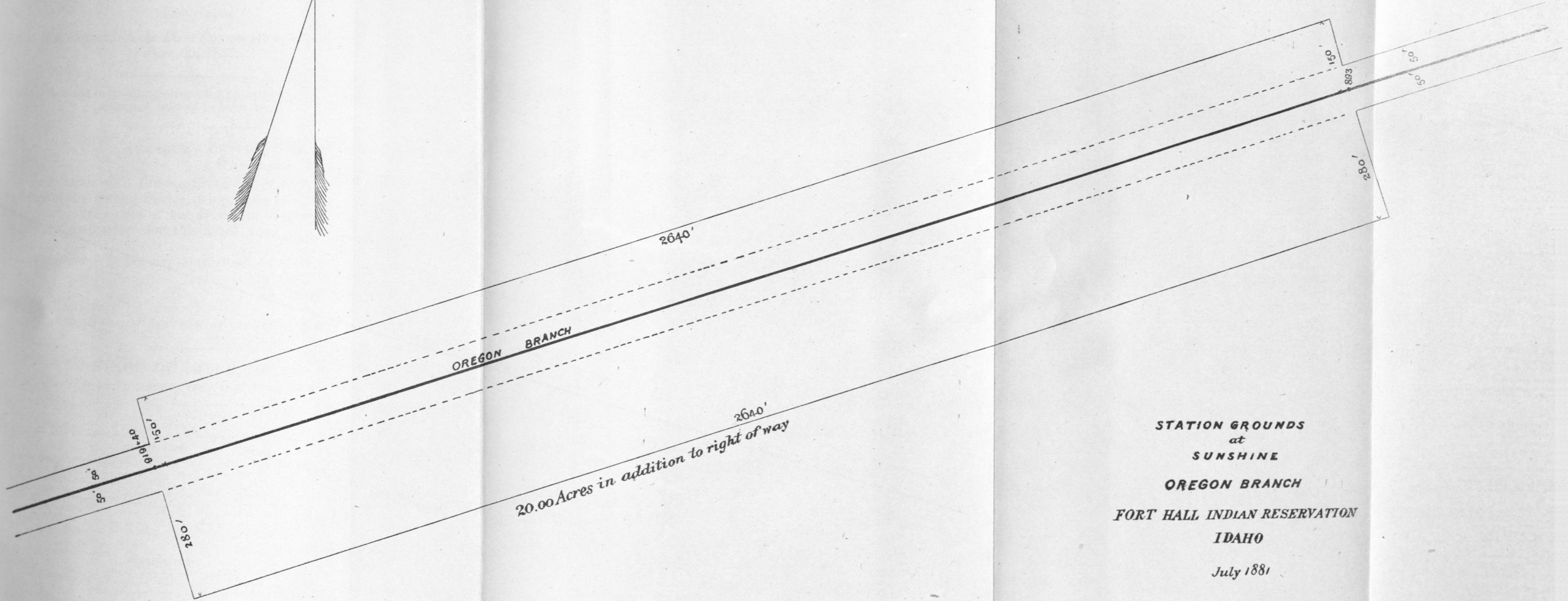
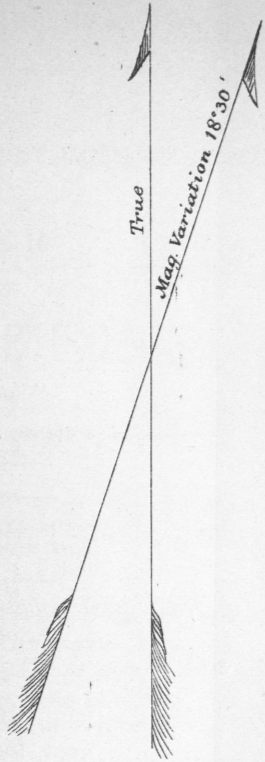
G.



5.08 Acres in addition to right of way

WATER STATION GROUNDS
 at
 MICHAUD
 OREGON BRANCH
 FORT HALL INDIAN RESERVATION
 IDAHO
 July 1881

H.



STATION GROUNDS
 at
 SUNSHINE
 OREGON BRANCH
 FORT HALL INDIAN RESERVATION
 IDAHO
 July 1881

For this cession the Indians are to receive from the United States the sum of six thousand dollars (\$6,000), being at and about the rate of seven and seventy-seven one-hundredths dollars (\$7.77) per acre, to be deposited in the United States Treasury to the credit of said Indians, and carry interest upon ratification of said agreement by Congress and necessary appropriation therefor, said consideration money to be addition to any and all sums to which the said Indians are now entitled by treaty.

In a subsequent communication to this office, dated the 25th instant, Mr. McCammon states that the price agreed to be paid is, in his judgment, fair and reasonable, and supported by the opinion of competent and reliable judges of the value of the lands in question.

From an examination of Mr. McCammon's report, it appears that the conference with said Indians has been conducted in such manner as to inform them all fully and fairly of the nature and extent of the wants of the Railroad Company, and of the quantity of land required for the construction of the road through the reservation, and of the amount of money which they are to receive for the same; and from the number of the Indian signatures appended to the agreement, representing, according to the official certificate of the acting agent, a majority of all the adult male members of the Shoshone and Bannock tribes of Indians respectively, as provided in the treaty with the said Indians of July 3, 1868 (15 Stat., 673), it is evident that they are satisfied with the result of the conference.

I have the honor, therefore, to recommend that said agreement be approved, and at the proper season I will prepare and submit the necessary bill for ratification thereof by Congress.

Said agreement and accompanying maps are herewith returned.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

DEPARTMENT OF THE INTERIOR,
Washington, October 15, 1881.

The COMMISSIONER OF INDIAN AFFAIRS:

SIR: I return herewith, with my approval indorsed thereon, under date of the 26th August last, the agreement between the United States and the Shoshone and Bannock Indians for the extinguishment of their title to so much of the lands of the Fort Hall Reservation in the Territory of Idaho as is noted therein as required for the legitimate and practical uses of the Utah and Northern Railroad Company in the construction of their line of road, &c., running east and west through the reservation, as indicated upon the accompanying maps, also herewith returned, noted in and made a part of said agreement, which bears date of July 18, 1881.

The agreement under its provisions is to be submitted to Congress for ratification, and in the preparation of the bill it is requisite that such provisions as may be necessary for the protection of the Indians and the observation of and compliance with the intercourse laws should be duly incorporated, and I will thank you for any suggestions or recommendations that may occur to you as necessary in the presentation of the subject for the required legislation.

Very respectfully,

S. J. KIRKWOOD,
Secretary.

This agreement, made this eighteenth (18th) day of July, eighteen hundred and eighty-one (1881), between the Shoshone and Bannock Indians resident on the Fort Hall Reservation in the Territory of Idaho, represented by their chiefs and headmen and heads of a majority of families, and being a majority of all the adult male Indians occupying or interested in the lands hereinafter described, of the one part, and the United States of America, represented by Joseph K. McCammon, Assistant Attorney-General, of the other part.

Whereas the Utah and Northern Railroad Company have applied for permission to construct a line of railroad from east to west through the Fort Hall Reservation, and the said Indians have consented thereto, and for that purpose have agreed, for the consideration hereinafter mentioned, to surrender to the United States their title to so much of the land comprised in said reservation as may be necessary for the legitimate and practical uses of said road:

Now this agreement witnesseth, that, for the consideration hereinafter mentioned, the said Shoshone and Bannock Indians do hereby cede to the United States all that part of the present Fort Hall Reservation in the Territory of Idaho described as follows, viz:

A strip of land not exceeding one hundred (100) feet in width (except at Pocatello station, where it is two hundred (200) feet), as will appear on maps hereto annexed, commencing at the eastern boundary of said reservation, striking the south bank of

10 AGREEMENT WITH THE SHOSHONE AND BANNOCK INDIANS.

Port Neuf River, and thence following down Port Neuf Valley, sometimes on the south side and sometimes on the north side of said Port Neuf River, until it reaches the Utah and Northern Railroad already constructed, at a point about five miles east of Port Neuf station on said road, a distance of about thirty-six (36) miles, more or less; thence following said Utah and Northern Railroad already constructed a distance of ten and seventy-three one-hundredths (10.73) miles, to a point on railroad about six (6) miles west of said Port Neuf station on said road; thence leaving said road already constructed, and proceeding northwestward along the Port Neuf River aforesaid, a distance of eight (8) miles, more or less; thence deflecting from said river westward and continuing to the west boundary line of said Fort Hall Indian Reservation, a distance of about nineteen (19) miles, more or less, from the Utah and Northern Railroad, as shown upon the map or plan thereof hereto attached, marked A; the same being intended to be hereafter used by the said Utah and Northern Railroad Company, its successors or assigns, as a right of way and road-bed, and containing by actual survey six hundred and seventy (670) acres or thereabouts.

Also, the several pieces or parcels of land situated along and adjoining the said strip of land hereinbefore described, as defined in the several plats or maps thereof also hereto attached, and marked respectively "B," "C," "D," &c., the same being intended to be used by the said Utah and Northern Railroad Company, its successors or assigns, for depots, stations, sidings, &c., and containing in the whole, by actual survey, one one hundred and two (102) acres, more or less.

In consideration of such cession the United States agrees to pay to the Shoshone and Bannock Indians the sum of six thousand (\$6,000) dollars, being at and about the rate of seven and 77-100 (\$77) dollars per acre for the lands so ceded, to be deposited in the United States Treasury to the credit of said Indians, upon ratification hereof by Congress, and necessary appropriations therefor, and to bear interest at — per cent. per annum, the same to be in addition to any and all sums to which the above-named Indians are now entitled by treaty.

All provisions of existing treaties not affected by this agreement to remain in full force and effect, and this agreement to be subject to ratification by Congress.

Executed at the Fort Hall Agency, Idaho, the day and year first aforesaid.

JOSEPH K. McCAMMON,
Assistant Attorney-General.

The foregoing articles of agreement having been fully explained to us, in open council, we, the undersigned chiefs and headmen and heads of a majority of families, being a majority of all the adult male Indians of the Shoshone and Bannock tribes, respectively, occupying or interested in the lands of the Fort Hall Reservation, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at the Fort Hall Agency in the Territory of Idaho, this 18th day of July, A. D. 1881.

(Here follow the signatures of two hundred and sixty-nine Shoshone and Bannock Indians.)

ATTEST:

I certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Indians of the Shoshone and Bannock tribes, respectively, before signing, and that the same was executed by said Indians at Fort Hall Agency, in the Territory of Idaho, on the 18th day of July, 1881.

JOSEPH RAINEY,
Official Interpreter.

I certify that I have witnessed each and every signature to the foregoing agreement, and that the same was carefully explained and fully understood by the said Indians before signing; and that the signatures thereto, numbered from 1 to 269 inclusive, represent a majority of all the adult male members of the Shoshone and Bannock tribes of Indians' respectively.

JOHN R. RICHARDS,
Acting United States Indian Agent.

From an examination of this report, made by Joseph K. McCammon, Assistant Attorney-General, who was appointed a commissioner to confer with the Shoshone and Bannock Indians for the right of way for the Utah and Northern Railroad Company through the Fort Hall Reservation, it appears that the conference with said Indians has been conducted in such manner as to inform all of said Indians fully and fairly of the nature and extent of the wants of said railroad company, and of the amount of land required for the construction of said railroad through said reservation, and of the amount of money which they are to receive for the same.

AGREEMENT WITH THE SHOSHONE AND BANNOCK INDIANS. 11

From the number of signatures of Indians who have signed the agreement thus made with them by said commissioner, it is evident that they are satisfied with the result of the conference.

This agreement is therefore approved.

H. PRICE,
Commissioner.

August 26, 1881.

Approved, August 26, 1881.

S. J. KIRKWOOD,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, October 22, 1881.

Hon. HIRAM PRICE,
Commissioner of Indian Affairs :

SIR: I have the honor to transmit herewith a copy of proceedings of the two councils, beginning July 2d and 18th last, with the Shoshone and Bannock Indians on the Fort Hall Reservation, Idaho, under your instructions of June last. I suggest that it be placed on the files of your office for future reference.

Very respectfully,

JOS. K. McCAMMON,
Assistant Attorney-General.

Proceedings of a preliminary council, held at Fort Hall Indian Agency, Idaho Territory, July 2, 1881.

Present: Representing the United States, Hon. J. K. McCammon, Assistant Attorney-General (Interior Department); representing the Shoshone Indians, Captain Jim, Pocatillo John, Pocatillo Tom, Jim Jenniugs, Jack Gibson, Jack Ballard, Jim Ballard, Nosey Ballard, Mink (and many others).

Representing the Bannock Indians, Race-Horse (Po-ha-ve), Pag-White, To-ki-o, Ti-hee, Mo-pi-er, Horn (and a number of others).

Attorney-General McCammon was introduced to the Indians (several hundred of whom had, in pursuance of prior notification, assembled at the agency) by Captain Bainbridge, United States Army, who explained to them that Mr. McCammon had been sent out from Washington, by the Great Father, to have a talk with them.

Mr. McCAMMON said: My friends, I have come here to have a friendly talk with you, having been sent by the Great Father. I know that you are friends to the whites, and that the whites are friends of yours. I have been directed by the Great Father, and by the Secretary of the Interior, the Great Chief, to come and talk with you, and find out whether you want the Utah and Northern Railroad Company to build a road east and west through your reservation here. The Secretary of the Interior thinks that if a road were built through your reservation from east to west, it would be of great benefit to the Indians. The Utah and Northern Railroad Company desire to run a line from a point on the Union Pacific Railroad east of here (Granger) past Soda Springs to the Port Neuf River; then along that river to Port Neuf station; then following the railroad already built north to Pocatillo, and from Pocatillo west to the Snake River.

The Great Father desired me to say that if the Indians should consent to this, no land will be taken from them except as much as is necessary for the right of way, and stations; and that all the treaty stipulations as to the lands in the reservation will be observed, except as to the land proposed to be taken (if they consent), and the land heretofore taken for that portion of the road already built. No unauthorized persons will be permitted to pass over, settle upon, or reside in so much of the reservation as is left to the Indians.

I will speak a little more plainly as to the right of way through the reservation. What the United States would like to have the Indians do is this: to agree to sell a strip of land, one to two hundred feet wide, between the points named, to be used for a railroad track and depot grounds; the width of the strip to be the same as that used by the Utah and Northern road that goes north. It cannot be found out until after a survey has been made, by the consent of the Indians, just how many acres are contained in this strip, together with that wanted for depot grounds. Then a certain price per acre will be agreed upon between the Indians and myself, representing the government. Then if we can agree as to the price, the whole amount of money will be placed in the United States Treasury at Washington, for the benefit of the Indians. But before this can be done, before the money can be paid, before

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this agreement will be binding, the whole matter must be submitted to Congress; and nothing can be carried into effect until Congress acts. I want my friends to understand that this railroad cannot be built, nor can they sell their lands, without the consent of Congress. This is substantially a provision of the treaty with the Shoshones and Bannocks, of July 3, 1868.

Before any agreement is made, there will have to be a preliminary survey to find out how many acres there are in this strip across the reservation. Even after the survey is made, the Indians need not consent to sell their lands unless they choose.

What I mean by a preliminary survey is a line that will be run from the eastern to the western border of the reservation to find out how much land will be needed, and where the strip of land is that will be needed for this proposed railroad.

Now, I want to know whether the Indians assembled here, the chiefs, representatives, and headmen, have any objections to such a preliminary survey. I would like an answer to that question before I go any further.

Some ten or twelve minutes' conversation among the Indians (principally Shoshones), followed, after which Captain Jim, through the interpreter, said: "They want to know if they should object to having a road built through here, how you would feel about it?"

Mr. McCAMMON. I am directed "to advise the Indians to agree upon a fair and reasonable compensation, endeavoring to impress upon them the opinion held by the Secretary, that the contemplated railroad will advance their welfare, be beneficial to the Indian service, and conserve a general public interest in the vicinity through which it is to be constructed." I represent the Secretary, I am here to say what he has told me to say; and that is what he has told me to say. But I agree with the views that the Secretary holds.

The above extract from the Secretary's instructions having been interpreted carefully and in detail to the Indians, and they having signified that they apprehended its meaning, Mr. McCammon continued (to the interpreter):

Do they understand that this meeting is only to see whether they have any objection to the preliminary survey? That they need not commit themselves to the other part until the next meeting, to be held two weeks or so hereafter. Explain to them that a survey is merely running lines and sticking down stakes, and that about two weeks from now we will have a big talk, and between now and then they can make up their minds what to do. And give them to understand that the Great Chief thinks it would be beneficial to them for the railroad to be built.

After considerable time occupied by the Indians in conversation among themselves, finally the interpreter said: "They say they have no objections to surveying the land for a railroad."

Mr. McCAMMON. Do they all understand what is wanted of them? I want them to understand the point clearly, if possible.

INTERPRETER. They all know that you want their permission for a survey for another railroad. Everybody has been informed and nobody has any objection.

Considerable consultation followed among the Indians, and after a while Mr. McCammon asked—What are they talking about now?

INTERPRETER. They say if you have anything more to say about the railroad, or about anything else, they will listen to you. They say, let them know what day you will be here next time, and between now and then they will think over the other matter, and then they will let you know just what they can do—what they are willing to do.

Mr. McCAMMON. I want to impress them with the fact that we are all their friends; the President (their Great Father) and the Secretary (the Great Chief) are their friends, and will not allow anything to be done that is not right.

INTERPRETER. The Indians are not all here this time, but will try to get 'round and meet you next time you come.

Mr. McCAMMON. Now I will say good-by. Tell them I am glad they have agreed to the survey; that I am much obliged to them for being so kind. I will be here again in two weeks from to-day, or in about two weeks from now; to see them. I want to see a great many more of them then; all of them, if possible.

Proceedings of a council held at Fort Hall Indian Agency, Idaho Territory, July 18, 1881.

A large number of Indians, both Shoshones and Bannocks, being assembled at the agency building, Mr. McCammon addressed them as follows:

My friends, I am glad to see you again. You treated me very kindly when I was here before.

I thought we would meet in two weeks from the time we had our first meeting, but that was impossible; the maps were not ready, and there were other things that caused delay.

I suppose the most of you know the purpose of this meeting—know why it is that we have met here to-day—as I explained it to you when I was here before; and you

have pleased the Great Father, I know, by consenting to the survey through the reservation.

The maps of the line of route have been made, and are here, showing where the road will run through the reservation, and where the stations will be at which the cars will stop. I will show them to you, and explain them to you; and after looking at them I will tell you how many acres will be wanted by the United States for the use of this railroad. I will first show you the map of the whole line. The road comes in yonder from the east, where the sun rises; it strikes the east side of the reservation *here*; *here* it runs along Bear Creek; *here* it comes to Port Neuf river, and runs along the river, sometimes on one side, sometimes on the other; *here* the cars will run along the track of the north and south road already built; *here* the new road will leave the track of the other road, and go westward to the west line of the reservation, where the sun sets. The total length of the line through the reservation is sixty-five miles, from the east line to the west line of the reservation; that includes a little over ten miles of the north and south road—the road already built, which leaves about fifty-four miles, or a little over fifty-four miles, without that.

INTERPRETER. They say, if there are any ranches along the line of the road that the road runs through and spoils their corn-fields or improved land, will the men who own the ranches get anything for it, any more than everybody gets?

Mr. McCAMMON. There are some ranches not far from the line of the road; if there are any ranches inside of the line, that question can be decided afterward. We cannot tell now whether they are inside of the line or not.

INTERPRETER. They want to know if the road runs through a ranch that is settled by a white man, will the money for the land be given to that white man, or to the Indians?

Mr. McCAMMON. If the railroad runs through a white man's ranch the Indians will be paid for it, and not the white man. If there are any white men on the reservation who ought not to be there, I will report the matter to Washington. I want the Indians to understand that we do not recognize the right of white men on their land.

INTERPRETER. They want to know how many stations there will be along the line, inside of the reservation.

Mr. McCAMMON. (Referring to the map.) The stations, beginning at the east line of the reservation, are Lava, Harkness, Pocatilla, Michaud, and Shoshonee, near the west line. There are some water stations that are not named. One station, between Harkness and Pocatilla (Port Neuf), is an old station on the Utah Northern Railroad.

There are about seven hundred and seventy-five acres—to be exact, 772 acres—included within the lines of the road and the stations. The railroad is to be one hundred feet wide, and a little wider than that at the stations.

Now, I want to know how much the Indians want the government to pay them for that land.

INTERPRETER. They say they will leave all that to you; you know more about it than they do.

Mr. McCAMMON. The government at Washington sells its lands for \$1.25 an acre, or \$2.50 when close to a railroad. For this land, that would amount to about two thousand dollars, if it were to be bought from the government. But I think the Indians ought to have more than that price for their lands. I think about \$6,000 would be a proper price to pay them.

A brief consultation among the Indians followed, which was soon summed up thus by the

INTERPRETER. They say they will be satisfied with \$6,000.

Mr. McCAMMON. Then we will call that the agreement. Some papers will have to be drawn up for you to sign, and I suggest that you break up your meeting now, and come together again at two o'clock.

A partial break-up and some confusion followed, after which order was again partially restored, when the interpreter said:

The Bannocks don't agree. They say the Shoshones have done all the talking and they have not had a chance to say anything.

Mr. McCAMMON. Explain to them that my talk has been to all the Indians; with the Bannocks as well as the Shoshones.

INTERPRETER. They say the whites have settled down there, and they don't like it. Mr. McCAMMON. The whites have no right there, and I will report them to Washington.

Some further discussion followed among the Bannocks, which was thus summed up by the

INTERPRETER. They are satisfied about the road going through, but they say they had a talk last year with the Secretary, and the Secretary told them that no whites should come on the reservation. And yet these fellows are on the reservation. They say they think that is why the troops are here, to look after such things.

Mr. McCAMMON. That is one reason why the troops are here. If the white men have no right there the Great Father at Washington will put them off, I have no

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doubt. After they have been told by the agent to leave, then I will get orders from Washington to remove them, and they will have to go. Captain Bainbridge here will receive orders from Washington to put them off with his soldiers.

INTERPRETER. This Indian—his name is Pag-white—is the one who has made the most complaint about this matter, and now he says he is satisfied.

Mr. McCAMMON. Ask him if he thinks the price is fair—if \$6,000 is enough for the land. I want to know what the Bannock chief thinks about that.

INTERPRETER. He says he is satisfied, and the railroad may go through. He says he will be better satisfied when he gets the money in his own hands, so that he can handle it himself.

Mr. McCAMMON. Before getting the money a majority of the adult male Indians belonging to the reservation will have to sign a paper that will be drawn up before we meet this afternoon; and then Congress, when it meets next winter, will have to agree to it.

INTERPRETER. He says he supposed you were sent here to look after this railroad business, and see that they were not swindled out of their lands.

Mr. McCAMMON. That is my business, and the business of Washington, to see that you are not swindled out of your lands.

INTERPRETER. He says he is very glad that you are here to look after it yourself.

Mr. McCAMMON. The railroad will not have any right to your land until Congress makes an appropriation and pays you for your lands.

Now we will separate and meet again at two o'clock, to sign that paper.

At two o'clock p. m., the Indians having again assembled in the agency building,

Mr. McCAMMON said: The interpreter will now read to you the agreement which has been drawn up for you to sign, in accordance with my understanding of your words this morning.

INTERPRETER. Mo-pi-er, here, says that he had a talk with some white men a good while ago, near Fort Bridger, about this reservation, and he has not forgot it yet.

Mr. McCAMMON. What does he say the white man told him?

INTERPRETER. They had a meeting, and the old chief that has since died, Tagee, was among them. They had a council with some white men, and the white men told them that this would be their country—that they could always have this for their land; and that they and the whites must be friendly toward one another. Mo-pi-er says he would like to talk before signing this agreement.

Mr. McCAMMON. Tell him I will be glad to hear him.

INTERPRETER. He says he will sign the agreement, and wishes you to show it to the Great Father; and he wants you to tell the Great Father that he always lives up to his agreements; that he has always been friendly to the whites, and hopes he always will be, and all his people.

Mr. McCAMMON. I will show this agreement to the Great Father, for he will have to act upon it, and will do so as soon as possible. I will tell the Great Father what good Indians you are on the Fort Hall Reservation; how you are peaceful with the whites and how you and the whites get along nicely together.

INTERPRETER. Mo-pi-er says he is willing that the railroad should go through the reservation; that he has had his mind made up all the time that he would let the road go through, ever since the other time you were here and said you wanted it.

Mr. McCAMMON. Knowing that you were all good Indians, I thought you would consent to the road being built.

INTERPRETER. He says, about this road, he hopes it will be always just the same that it is now, and that it will not be changed in any way; meaning (as the interpreter afterward explained), that he hoped there would not be any change made in the bargain; that they would get the money according to promise, and not be cheated.

Mr. McCAMMON. I explained this morning, and will explain again, so that those who were not here then will understand it, that you will not get the money in your hands right off; after you sign the agreement, I will take it to Washington, or your agent will send it to Washington, and there Congress will have to agree to it; Congress is the Great Council that our white chiefs hold; that council will not be held until next winter; and if that Great Council agrees to it, the six thousand dollars will be paid you. The government will keep the bargain if Congress confirms the bargain. The money will be put into the Treasury there for you, and the interest of it will be paid you every year.

A very old man arose and said that he always did what the agent and Washington wanted them to do; he would not take anybody else's advice but theirs.

Mr. McCAMMON. I think you will always find it safe to adhere to that.

The old man continued (through the interpreter). I am willing for the road to go on through. But I want to know will you let me ride on the railroad when it comes through?

Mr. McCAMMON. I believe they always allow the Indians to ride on the railroad when it runs through their reservation.

OLD MAN. I would like to ride on the railroad—I and my young men—whenever we wish.

There was a laugh among the other Indians at the idea of the old man's demand for a proviso of this sort in the agreement, and some other remarks made in their own language, raised further laughter, whereupon said

Mr. McCAMMON. I am glad to see you laugh and are light-hearted; but now I think you had better set about signing this agreement.

After they had held a few minutes' further conversation among themselves the interpreter explained:

They would like to have you take back the number of acres measured through the reservation for the railroad, so that they will not be cheated.

Mr. McCAMMON. That is all down in the paper that they will sign, and that paper will be taken to Washington; that very paper.

Several minutes' further conversation among the Indians in their own language.

INTERPRETER. (Referring to one of the Indians who had taken a somewhat prominent part in the recent conversation.) This man says that when he was in Washington last year they were told never to lie to one another; always to tell the truth, and not to allow the whites to cheat them out of their reservation. (The interpreter explained that what was more probably meant was that when white people bought of them grain, vegetables, &c., the Indians should look out for themselves and see that they were not cheated by the whites.)

Mr. McCAMMON. I hope they are not cheated by any of the white people near here. If they get this money it will be a good price for their land; there will be no cheating. I came here to see, among other things, that they were not cheated. Now, if they are through talking and ready to sign the agreement, I think they had better sign. After all the grown-up men who are present here have signed, I will leave the paper, so that the chiefs and headmen and grown-up men who are not here to-day can have a chance to sign it. I want them all to be sent for, to have them come in and sign this paper if they consent to the agreement. It is important, it is necessary, to have them all sign it; as many of them as possible.

INTERPRETER. This man wants to know whether anything more has been done about this piece of land that was sold over here; the southern portion of the reservation down here near Oneida?

Mr. McCAMMON. I have nothing to do about that; that is a separate matter entirely.

INTERPRETER. He wants to know whether you have heard anything about it.

Mr. McCAMMON. I heard that it had been sent to Congress, our great council, but they have done nothing about it so far. Congress will meet again this winter.

INTERPRETER. Jack, here, wants to know when the Indians are going to be paid for this road that is running through here now.

Mr. McCAMMON. That is a matter that the Great Father is seeing about now; he is talking and writing about it. I think I can assure them that that will be paid. The Great Father has asked the railroad to pay the money.

INTERPRETER. Captain Jim says that his people are all ready to sign the paper except him; he thinks he will not sign it now; he says he has not a chance to speak yet.

Mr. McCAMMON. Tell him he has plenty of opportunity to speak—as good a chance as anybody; he can speak now if he wants to.

Captain Jack, however, did not take advantage of the opportunity thus offered him, and nothing further was said, except the lively and good-natured conversation among themselves in their own language, which the Indians kept up while the signing of the agreement proceeded.

Jacob Blickensderfer, being duly affirmed, says he is chief engineer of the Utah and Northern Railway Company; that the survey of the line of route of the Oregon branch of said road, from the eastern boundary of the Fort Hall Indian Reservation, through said reservation to the western boundary thereof, a distance (including that portion of the Utah and Northern Railway already constructed) of 65.44 miles, was made under his direction as chief engineer of the company, and under its authority, commencing on the 8th day of July, 1881, and that such survey is accurately represented on the accompanying map.

JACOB BLICKENSDERFER.

Affirmed and subscribed to before me this 28th day of July, 1881.

[SEAL.]

GEO. W. HALL,
Notary Public.

I, Thomas L. Kimball, do hereby certify that I am assistant general manager of the Utah and Northern Railway Company; that Jacob Blickensderfer, who subscribed the foregoing affidavit, is the chief engineer of said company; that the survey of the line of route of the company's road as accurately represented on the accompany-

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ing map, was made under authority of the company; that the line of route so surveyed and represented on said map was adopted by the company as the definite location of the road from the eastern boundary of the Fort Hall Indian Reservation to the western boundary thereof; and that the map has been prepared to be filed for the approval of the Secretary of the Interior, in order that the company may obtain the benefits of the act of Congress approved March 5, 1875, entitled "An act granting to railroads the right of way through the public lands of the United States."

THOS. L. KIMBALL.

Affirmed and subscribed to before me this 28th day of July, 1881.

[SEAL.]

GEO. W. HALL,
Notary Public.