

**AGREEMENT OF 1902**

**AGREEMENT WITH THE RED LAKE AND  
PEMBINA BANDS OF CHIPPEWA INDIANS OF  
MINNESOTA**

**LETTER FROM  
THE SECRETARY OF THE INTERIOR**

The Department believes that provision should be made for the sale of the timber on the reservation. The Indians, it is believed, would be willing to have the timber cut, both on the allotted and unallotted lands, and sold and the proceeds used for their benefit, and I have therefore prepared a draft of a bill, which is herewith inclosed, with the recommendation that the same be enacted as a separate law during the present session, or that it be made an amendment to the Indian appropriation bill now before Congress (H. R. 11353).

Very respectfully,

E. A. HITCHCOCK, *Secretary.*

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

A BILL Authorizing the sale of timber on the Jicarilla Apache Reservation for the benefit of the Indians belonging thereto.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of the Interior be, and he hereby is, authorized, under such rules and regulations as he may prescribe, to sell or otherwise dispose of any or all of the timber on the Jicarilla Apache Indian Reservation in New Mexico, whether allotted or unallotted—if allotted, with the consent of the allottee—the proceeds to be used by the Secretary of the Interior in the purchase of stock for the benefit of all of said Indians, or for such other purpose as in his judgment will tend to promote their welfare and advance them in civilization.*

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Notes from Sarah Myers (DAP) 6-4-97  
1931 INDIAN SERVICE (with Sept 1931)  
1949 Report under authority of  
1938 1600 Congress Act  
Description of Dams 1169  
Record of consent? Where is it  
Page 22 Article 6 shall not construe  
a dam  
w/o consent

AGREEMENT WITH THE RED LAKE AND PEMBINA BANDS  
OF CHIPPEWA INDIANS OF MINNESOTA.

LETTER

FROM

THE SECRETARY OF THE INTERIOR,

TRANSMITTING,

WITH A COMMUNICATION FROM THE COMMISSIONER OF INDIAN  
AFFAIRS, THE DRAFT OF A BILL FOR THE RATIFICATION OF  
AN AGREEMENT WITH THE RED LAKE AND PEMBINA BANDS  
OF CHIPPEWA INDIANS OF MINNESOTA.

APRIL 4, 1902.—Referred to the Committee on Indian Affairs and ordered to be  
printed.

DEPARTMENT OF THE INTERIOR,

Washington, April 3, 1902.

Sir: I have the honor to transmit herewith a copy of a communication of the Commissioner of Indian Affairs and accompanying copy of an agreement with the Red Lake and Pembina bands of Chippewa Indians of Minnesota for the cession and relinquishment to the United States of the western portion of the Red Lake Reservation, lying west of the range line between ranges 38 and 39 west of the fifth principal meridian, Minnesota, comprising 256,152.28 acres, together with copy of report thereon of United States Indian Inspector James McLaughlin, who negotiated the agreement.

The Commissioner has carefully considered the agreement and has prepared a draft of a bill to ratify and confirm the same.

I also herewith transmit a copy of a report of the Commissioner of the General Land Office, dated the 3d instant, to whom the matter was referred for report as to the disposition of the ceded lands.

The agreement meets with my approval, and I have the honor to recommend that it receive favorable action by the Congress.

Very respectfully,

E. A. HITCHCOCK, *Secretary.*

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
Washington, March 28, 1902.

SIR: The office has the honor to acknowledge the receipt, by Department reference of the 22d instant, for report, of a letter from United States Indian Inspector James McLaughlin, dated March 18, 1902, with which he submits an agreement with the Red Lake and Pembina bands of Chippewa Indians of Minnesota, dated March 10, 1902, for the cession and relinquishment to the United States of the western portion of the Red Lake Reservation, lying west of the range line between ranges 38 and 39 west of the fifth principal meridian, Minnesota. The tract thus ceded comprises 256,152.28 acres.

On February 10, 1902, the Secretary of the Interior designated Inspector McLaughlin to negotiate with the Red Lake and Pembina bands of Chippewa Indians for the cession of the western portion of their reservation, under the provisions of the act of Congress of March 3, 1901. (31 Stat. L., 1077.) The section of the act referred to provides as follows:

That the Secretary of the Interior be, and he is hereby, authorized in his discretion to negotiate through any United States Indian inspector agreements with any Indians for the cession to the United States of portions of their respective reservations or surplus unallotted lands, any agreements thus negotiated to be subject to subsequent ratification by Congress.

On February 12, 1902, a letter of instructions to the inspector in conducting said negotiations was prepared in this office. The instructions were approved by the Department on February 14, and were transmitted to the inspector on February 21. The agreement with the Indians, as above stated, is dated March 10, 1902.

Article I of the agreement provides for the cession of the lands, describing the same, approximating 256,152 acres; also for the removal to the retained portion of the reservation of the individual Indians residing on the ceded portion, and for the removal of the bodies of the dead buried on the ceded portion; and appropriates \$5,000, or so much thereof as may be necessary, out of the consideration to be paid the tribe, to accomplish these purposes.

Articles II provides that the United States shall pay the Indians for the cession and relinquishment of said land the sum of \$1,000,000.

Article III provides the manner in which the payments shall be made, namely, to the members of the tribe, share and share alike, \$250,000, within ninety days after the ratification of the agreement; the remaining \$750,000 to be paid in fifteen annual installments, the first payment to be made in October of the year following the payment of the \$250,000.

Article IV provides that the Indians of the Red Lake Reservation shall possess the diminished reservation independent of all other Chippewa tribes; also that when lands are allotted to them they shall be entitled to 160 acres each, including pine lands as well as agricultural lands.

Article V provides that nothing in the agreement shall be construed to deprive the Indians of the reservation of any benefits they are entitled to under existing treaties and agreements not inconsistent with said agreement.

Article VI provides that the agreement shall take effect and be in force when signed by United States Indian Inspector James McLaughlin

and by a majority of the male adult Indians and when accepted and ratified by the Congress of the United States.

The agreement is signed by James McLaughlin, United States Indian inspector, on the part of the United States, and by 220 adult male Indians out of a total of 334. The signatures are duly witnessed and certified to by Daniel Sullivan, overseer in charge of Red Lake Subagency; Frank H. Kratka, mayor of Thief River Falls, Minn., and by B. L. Fairbanks, of White Earth Agency, Minn. Joseph C. Roy, C. W. Morrison, and Peter Graves, interpreters, under date of March 12, 1902, certify that the agreement was fully explained by them to the Indians in open council, and that it was fully understood by them before signing, and that the agreement was duly executed and signed by said Indians. Maj. George L. Scott, the acting agent, certifies that the total number of adult male Indians over 18 years of age belonging on the Red Lake Reservation, Minn., is 334, of which number 220 signed the agreement.

Inspector McLaughlin in his report states that in going to the Red Lake Agency to enter upon negotiations with the Indians he traveled by team from Thief River Falls, Minn., through about the center of the tract from west to east, and thus obtained a general knowledge of the character of the country and the quality of the land.

Respecting his work of conducting the negotiations, Inspector McLaughlin in his report states that the Indians received him very cordially, but were at first strongly opposed to considering any proposition for the cession of any portion of their reservation; that they expressed themselves as suspicious of every person sent out to talk with them about their lands; that their past experience, especially under the act of January 14, 1889, had caused them to be distrustful of everybody; that they had many grievances and just claims which they wanted adjusted before entertaining any proposition for the cession of more land.

He further says that after they had stated their grievances, all of which he assured them would appear in the minutes of the councils and thus be submitted to the Department, he reasoned with them very patiently, satisfactorily answered their questions, and explained to them the status of their many contentions, thus gaining their confidence and eventually concluded the agreement with them, which was accepted by all present at the closing council, numbering 220 of the 334 adult male Indians belonging on the reservation; that the signature of every Indian on the reservation could doubtless have been obtained if they could have been reached, as concurrence was practically unanimous after they had reached an agreement; that the Indians were unanimous in desiring those of their people who reside on the ceded portion to remove to the diminished reservation; and that the Indians residing on the ceded tract who were present in the council announced their intention to remove within the diminished reservation, signifying their intentions so to remove in open council.

Relative to the character of the land ceded, the inspector states that, taken as a whole, they are excellent agricultural lands; that there are some marshes within the tract, the most of which, however, afford good grass and with drainage, which is quite feasible, most of the lands can be brought under cultivation; and that all the lands that can not be brought under cultivation would make good meadow lands by cutting the numerous beaver dams in the marshy tracts, thus permit-

ting of drainage; that the hay lands would yield large crops of hay annually, the grass of the marsh lands being of an excellent quality. He further states that there are a great many extensive beaver dams in a good state of repair throughout the ceded tract which hold back the waters of winter snows and summer rains, thus submerging the marshy portions and lowlands, which if removed would drain the greater portion of the marsh lands and make them equal in value for cultivation to the higher and more desirable lands as they exist at present.

Inspector McLaughlin states that there is no pine timber on the ceded portion, but that there are a great many scattering small trees, chiefly poplar and oak, throughout the tract, each section of land containing more or less timber of this character sufficient on almost every quarter section to provide the homesteader with necessary fuel.

The consideration allowed the Indians is a fraction over \$3.90 per acre. Inspector McLaughlin states that he regards this as a fair and reasonable price; that it is true that some of the choicest portions could be sold at much higher prices, ranging from \$5 to \$15 per acre, and that some select tracts adjacent to Thief River Falls would doubtless bring from \$20 to \$25 per acre; but that, taking the entire cession as a whole, with its numerous marshes and undrained tracts, he regards the consideration as a fair and just price both to the Indians and to the United States. He also commends the method of its payment as provided in the agreement.

The inspector submits a list of families residing on the ceded portion, giving the name of the head of the family. Reference is had to his report for a list of the names. The families number 42, including 129 persons. As provided in Article I of the agreement, these Indians are to remove to the retained portion of the reservation within six months after the ratification of the agreement, and are to be paid in cash by the tribe, through the Indian agent, for their improvements, which they will be forced to abandon. The inspector estimates that it will take about \$4,200 to discharge this obligation. To this he estimates must be added \$800 for the removal of the dead now buried on the ceded portion, making a total expenditure of \$5,000 for these two purposes; these disbursements to be made out of the first payment to the Indians.

Inspector McLaughlin states that his trip by team from Thief River Falls to the Red Lake Agency, about 26 miles of which was through the ceded tract, afforded him an opportunity of seeing the improvements of the Indians residing on that portion of the reservation, as most of them lived adjacent to the line of road that was traveled; that he estimates an average of \$100 for each family for these improvements, making an aggregate of \$4,200; that some of the improvements are not worth to exceed \$25, others \$50, others \$100, while some are worth probably \$300; that to the \$4,200 thus estimated, \$800 must be added for payment for the removal of the dead who are buried on the said tract to the diminished reservation, which payments for improvements and removal of the dead should be made by the agent out of the first payment, as provided in the agreement.

In conclusion Inspector McLaughlin states that he regards the agreement as fair and just, and the best that could be concluded with the Indians; that the manner of the payment provided is the best for the Indians that could be devised that they would consent to; that he

regards the ratification of the agreement as in the interest of the service, and recommends its approval.

The compensation to be paid the Indians, about \$3.90 per acre, is, in the judgment of this office, fair and reasonable. The office also favors its payment to the Indians in cash, rather than its expenditure in goods and supplies for their benefit. By personal conference with Inspector McLaughlin, it is learned that the Indians would not have listened to any proposition to pay them other than in cash. The distribution among the Indians of \$750,000 for fifteen years, as provided in the agreement, will give them an annuity of about \$37 per capita each year.

The office submits herewith excerpt copies of the map of Minnesota, showing the portion of the Red Lake Reservation included within the cession.

Believing that the agreement is just and fair and that it should be ratified, the office has prepared and submits herewith the draft of a bill to ratify and confirm the same. Section 2 of the proposed bill provides for the appropriation of \$250,000, being the amount necessary to make the first payment as provided by Article III of the agreement.

The question of the disposition of the lands ceded is properly one for the Department and the Commissioner of the General Land Office to determine. It is suggested that either the Department or the General Land Office prepare an additional section to the bill submitted herewith, providing for the disposition of the lands.

Besides the draft of the bill (in duplicate) there are transmitted herewith two copies of the agreement, two copies of the council proceedings, two copies of Inspector McLaughlin's report, and two excerpt copies of the map of Minnesota, showing the lands ceded by the agreement, with the recommendation that one copy of each be submitted to the respective Houses of Congress with recommendation for favorable action on the agreement.

The original agreement, Inspector McLaughlin's report, and the report of the council proceedings are also submitted herewith, with the request that they be returned to the files of this office when they shall have served their purpose before the Department.

Very respectfully, your obedient servant,

W. A. JONES, *Commissioner.*

The SECRETARY OF THE INTERIOR.

DEPARTMENT OF THE INTERIOR,  
UNITED STATES INDIAN SERVICE,  
*St. Paul, Minn., March 18, 1902.*

SIR: Under instructions prepared in the Indian Office, dated February 12, 1902, approved by you February 14, 1902, and transmitted to me in Indian Office letter of February 21, 1902, I have the honor to transmit herewith an agreement, dated the 10th instant, entered into by me as United States Indian inspector, on the part of the United States, with the Red Lake and Pembina bands of Chippewa Indians belonging on the Red Lake Reservation, Minnesota, by which the said Indians cede to the United States all that portion of their reservation lying west of the range line between ranges 38 and 39 west of the fifth principal meridian.

The tract thus ceded comprises 256,152.28 acres, and is situated in 19 townships (7 full townships and 12 fractional townships), as shown by plats of the respective townships prepared in the office of the surveyor-general of Minnesota, tabulated as follows:

Township.	Range.	Meridian.	Acres.
151 north	89 west	Fifth	1,021.37
152 north	do	do	21,876.15
153 north	do	do	23,061.91
154 north	do	do	22,500.53
152 north	40 west	do	18,723.85
153 north	do	do	22,969.73
154 north	do	do	23,100.36
155 north	do	do	170.71
151 north	41 west	do	14
152 north	do	do	19,026.41
153 north	do	do	22,782.37
154 north	do	do	22,874.61
155 north	do	do	273.72
152 north	42 west	do	8,703.26
153 north	do	do	18,398.72
154 north	do	do	22,466.33
155 north	do	do	611.81
153 north	43 west	do	1,146.27
154 north	do	do	11,557.57
Total acreage.....			256,152.28

In going to the Red Lake Agency to enter upon negotiations for the cession of these lands, I traveled by team from Thief River Falls, Minn., through about the center of the tract from west to east, and thus obtained a very general knowledge of the character of the country and quality of the land.

The tract included in the cession, taken as a whole, is excellent agricultural land. There are some marshes within the tract, the most of which, however, afford good grass, and with drainage, which is quite feasible, most of those lands could be brought under cultivation, and all the land that would not be brought under cultivation by cutting the numerous beaver dams in the said marshy tracts would be thus sufficiently drained to become good meadows, which would yield large crops of hay annually, and the native grass on these marsh lands is of excellent quality.

There are a great many extensive beaver dams in good repair throughout the tract, which hold back the waters of winter snows and summer rains, thus submerging the marshy portions and lower lands, which, if removed, would drain the greater portion of the marsh lands and make them equal in value, for cultivation, to the higher and more desirable portions at the present time.

There is no pine timber on this ceded portion, but there are a good many scattering, small-sized trees, chiefly poplar and oak, throughout the tract, each section of the land containing more or less of this character of timber, and sufficient on almost every quarter section to provide the homesteader with necessary fuel.

The consideration allowed the Indians for the cession is a fraction over \$3.90 per acre, which I regard as a fair and reasonable price. It is true that some of the choicest portions could be sold at a much higher price, ranging from \$5 to \$15 per acre, and some select tracts adjacent to Thief River Falls would doubtless bring from \$20 to \$25 per acre; but taking the entire cession as a whole, with its numerous marshes and undrained tracts, I regard the consideration, also manner of payment, as fair and just both to the Indians and to the United States.

The people of the Red River Valley are anxiously looking forward to the opening of these lands, and from the number of settlers now seeking homes throughout this section of country these ceded Red Lake Reservation lands are certain to be in great demand as soon as they are opened to settlement.

The Indians received me very cordially, but were at first strongly opposed to considering any proposition for the cession of any portion of their reservation. They expressed themselves as suspicious of every person sent out to talk with them about their lands; that their past experience, especially from the act of January 14, 1889, had caused them to be distrustful of everybody; that they had many grievances and just claims which they wanted adjusted before entertaining any proposition for the cession of more lands.

After they had stated their many grievances, all of which I assured them would appear in the minutes of our councils and thus submitted to the Department, I reasoned with them very patiently, satisfactorily answered their questions, and explained the status of their many contentions, thus gaining their confidence, and eventually concluding the agreement, which was accepted by all those present at the closing council and concurred in by 220 of the 334 Indians belonging on the reservation.

The signature of every Indian of the agency could doubtless have been obtained if they could have been reached, as concurrence was practically unanimous after we had reached an agreement. The Indians were unanimous in desiring those of their people who reside on the ceded tract to come within the diminished reservation, and those of said Indians residing on the ceded tract who were present in the council announced their intention to remove within the reduced reservation, and thus announced their election in open council.

Payment for the improvements of those abandoning their locations on the ceded tract, also for removal of their dead is to be made by the Indians of the reservation to the respective claimants, as provided by Article I of the agreement, after full discussion of the matter as shown by the minutes of the councils. The following is a list of Indians belonging on the Red Lake Agency now residing on the ceded tract who will remove to the diminished reservation, viz:

No.	Name.	Number in family.	No.	Name.	Number in family.
1	As sin e wa cum ig ish king.....	5	23	She na ve yah bow eke.....	1
2	Kuy she lah o sake.....	2	24	Mah nee.....	2
3	Ain du o ke zhig.....	1	25	Kay zhe baush king.....	4
4	Ke no we guah nay aush.....	8	26	May nuds se no wish king.....	8
5	Pe waush.....	7	27	Be wah be co we nay.....	2
6	Way oon dah Cumigish king.....	2	28	Bah gah mah nah quah oke.....	6
7	Nah wah cumig.....	1	29	Kay bay ke mew.....	6
8	Omah yah wah je waib.....	4	30	Wain je mah dub.....	6
9	May zhuske e ans se galk.....	1	31	Woon be be wun oke.....	2
10	Sho ne ynh quay.....	3	32	May yah wah eke.....	1
11	Bay bauni e ke zhig waish king.....	2	33	Bah zhe duay we dum oke.....	1
12	Shuy mah wish king.....	8	34	Tay vah guash oke.....	1
13	Kah pe shic shish.....	3	35	Way wali sum oke.....	2
14	Nah gah nah quah ung.....	2	36	O dum dah cum ig e mum inoke.....	2
15	Gay bay gah bow.....	2	37	Kah ke way cum ig ish king.....	5
16	Bay be d way we dung.....	3	38	Ah be tah kay kulk.....	2
17	Kah ke gay ke zhig.....	2	39	Joseph Nedeant.....	3
18	Shah wun ah cum ig ish king.....	4	40	Mrs. P. Noylen.....	3
19	Undah wah ve zoonce.....	2	41	Anna Wells.....	3
20	O mush kow ah cumig oke.....	3	42	Nay sah wah Ji waili.....	2
21	Mis quah dals nino.....	2			
22	Kah ke gay be niso.....	5			
				Total.....	129

My trip by team from Thief River Falls to Red Lake Agency, about 26 miles of which was through the ceded tract and the Indians residing thereon being located along or adjacent to the road, I was enabled to see most of their houses and character of improvements, and estimated them at an average of \$100 each—\$4,200 for the improvements of the 42 families to be paid to the said persons in proportion to the value of their respective improvements, some of which are not worth to exceed \$25, others \$50, others \$100, while some of them are worth \$300. To this \$4,200 is to be added \$300 for payment of removal of the dead to the diminished reservation, who are buried within the ceded tract; which payment for improvements and removal of the dead to be paid for by the Indians through their agent out of the first payment made to them from the proceeds of the cession.

I regard the agreement as fair and just and the best that could be concluded with the Indians; that the manner of payment provided is best for the Indians of any that could be devised that they would consent to; that it is also in the interests of the service, and I respectfully recommend its approval.

Minutes of councils transmitted herewith.

Very respectfully, your obedient servant,

JAMES McLAUGHLIN,  
U. S. Indian Inspector.

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

PROCEEDINGS OF A COUNCIL HELD BY JAMES McLAUGHLIN, UNITED STATES INDIAN INSPECTOR AT RED LAKE AGENCY, MINN., WITH THE CHIPPEWA INDIANS BELONGING ON THE RED LAKE RESERVATION, MINN., WITH REFERENCE TO THE CESSION OF THE WESTERN PORTION OF THEIR RESERVATION.

Council convened March 4, 1902, at 1 o'clock p. m., with about 120 Indians in attendance. Peter Graves interpreting.

R. E. L. DANIEL, clerk in charge of agency. My friends, it is with very great pleasure that I introduce to you Mr. James McLaughlin, United States Indian Inspector, who comes among you representing the United States Government on business which he himself will explain to you. I desire further to congratulate you upon having Mr. McLaughlin, a man who has spent his life among the Indians and whose knowledge of your people, your interests, and your needs is greater than any other man whom it has been my good fortune to meet in Indian work; and as your friend, for your own welfare, I ask you to consider well what he will say to you in this council.

Inspector McLAUGHLIN. My friends, an act of Congress of March 3, 1901, authorized the Secretary of the Interior, in his discretion, to negotiate through any United States Indian inspector agreements with any Indians for the cession to the United States of portions of their respective reservations or surplus unallotted lands, any agreements thus negotiated to be subject to subsequent ratifications by Congress, and I, being one of the United States inspectors, have been sent here by the Secretary of the Interior to negotiate with you Indians of the Red Lake Agency for a portion of your reservation, which portion it is believed you do not need, and from which you are deriving no benefit. The tract of land that I am directed to negotiate for is the western portion of your reservation, and is situated in 19 townships, only 7 of which are full townships, the other 12 being fractional, lying along the boundary lines. The total acreage of the tract referred to is 256,152.28 acres, which is only a little over 11 full townships, about 11½ townships.

The tract of land that our negotiations will include is that portion of your reservation lying in Red Lake County, situated west of the boundary line between Red Lake and Beltrami counties, which line is about 14 miles in a direct line west from the most westerly point of Red Lake, as shown by the sectional maps prepared from the Government survey. The entire tract has been surveyed, and we therefore know the actual acreage that it contains, which is, as I have already stated, 256,152.28 acres. Plats showing the acreage of each of said townships and fractional townships have

been furnished by the surveyor-general of Minnesota, and I have them with me; there is therefore no guesswork of approximate acreage, but we know the actual acreage as ascertained by survey.

Your present reservation approximates 800,000 acres, and the cession by you of the portion referred to would leave you about 544,000 acres, which is more than ample for your needs. In order to obtain a personal knowledge of the land, I came here by way of Thief River Falls, and therefore drove through about the middle of the tract from west to east, a distance of about 26 miles, and thus obtained a very general knowledge of the character of the country and quality of the land, and my trip across the country, together with what I have learned from persons familiar with it convinces me that the greater portion of that land is good agricultural land, but there is considerable low, damp land, also some marshes, which portions are of comparatively little value unless the lands can be successfully drained.

There is also very little timber of any commercial value upon the tract; it is true there are numerous groves of small trees, mostly poplar, with some scattering small sized oak, which would provide abundance of fuel for settlers, also some material for log houses, but the chief value of that portion of your reservation lies in its being agricultural land.

I am not talking disparagingly of that tract, for I regard it above the average quality of land in such a low and comparatively level section of country, I simply say that it is not all good land, containing as it does, some marsh and damp land, and that the timber upon it is of very little commercial value, so that in considering the price per acre that the entire tract should bring, these facts should not be overlooked.

In the first place, I desire to ascertain your wishes, as to whether or not you are willing to dispose of this tract and if you consent to its cession we will then take up the question of price and manner of payment.

Now, my friends, I am here to get an expression from you as to your wishes in this matter, and having some discretionary powers vested in me by the Secretary in negotiations of this character, I will meet you fairly as to price and conditions of payment, but I desire to impress upon you that any agreement concluded by us has to be ratified by Congress before it is binding upon either the Indians or the United States, and must therefore be in accordance with the policy of the Government. Many of you doubtless understand the status of Indian-reservation lands, but that all of you may know, I will explain to you the nature of the Indian title to lands. The right of Indians to their reservations is that of occupancy alone; the vested right is in the United States, subject only to the right of occupancy by the Indians. This applies to reservation lands that are unallotted and held in common as your Red Lake Reservation lands are; allotted lands are different; they belong to the allottee and are held in trust for him or her by the Government for the period of twenty-five years from the date of allotment, and are exempt from taxation during the trust period, after which the allotment belongs to the allottee, with the right to do what he pleased with it.

Indian reservation lands held in common by Indians can not be sold or disposed of except to the United States; and while the fee or vested right to the lands is in the United States the right of the Indians to the occupancy is as sacred as that of the Government to the fee. Indians have a right to the use of their reservation and benefits of what it produces, whether from the results of their own labor or of natural growth, so that they do not commit waste. They are therefore simply tenants for life, having free use of the lands during their lives, and the same right passes down to their children and grandchildren, if not sooner relinquished to the Government, but, as I said before, they can not sell any such lands except to the United States, which sale is called extinguishment of the Indian title, and it is for the extinguishment of your title to the western portion of your present reservation that I am now here to negotiate with you.

My friends, the surplus lands of every Indian reservation will sooner or later be opened to settlement, and it is only a question of time until such will be consummated. It is coming as sure as the day succeeds the night, and the best course for Indians to pursue in every such instance is to make the best bargain possible in disposing of lands they do not need and provide for their wants from the proceeds. The Department who has charge of Indian affairs, and even the President who is our Chief Executive, are, owing to the pressing demand for homes for new settlers, powerless to prevent the opening of the surplus lands of Indian reservations, which the Indians do not actually need and can not make proper use of. Public opinion demands it and popular sentiment can not be overcome, and all that the Department can do in the matter is to protect the Indians by obtaining for them reasonable compensation for their surplus land. If you needed this tract of land that I am talking to you about it would be quite different, but you have no need of it and are deriving little or no benefit from it, and you old men should grasp the opportunity of profiting by the proceeds of its cession, which would provide for your comforts in your

declining years; and you young men would thus be given a start that should, with reasonable industry on your part, place you in comfortable circumstances and on the road to independence.

It may be proper for me to state that I have made a great many agreements with Indians for the cession of lands during the past six years, and every agreement that I have made has been approved by the Department and ratified by Congress, except seven, which I have made the past year, which are now before Congress and will doubtless be ratified during the present session, and every agreement that I have made has been carried out to the letter as written. I am exceedingly careful in wording agreements, avoiding ambiguous expressions, so as to leave no possible chance for misinterpretation or misunderstanding as to the meaning of any word, and I believe this to be the principal reason why I am assigned to this class of work.

I am also very particular in the wording of my agreements so as to properly protect the Indians and the Government in the transaction.

This is my first visit to the Chippewa country. I have never visited any of the Chippewa agencies before, although I know of the Chippewa very well and have met many of your people in the past, and many of you doubtless know of me, and those of you who have heard of me must have learned that I am a firm friend of the Indians, having been continuously among the Indians in an official capacity for over thirty years, and I am glad to be here among you Red Lake Chippewas to negotiate with you for this tract of land.

We have met as friends and we must discuss this matter in a friendly way, and if we can not reach an agreement we will part as friends, so that if we ever meet again it will be as friends.

I am in a position to give you a good bargain and will meet you fairly upon any reasonable proposition. I wish to add that in case we conclude an agreement for that tract of land, those now residing thereon may take allotments where they now reside, or they may abandon those locations and remove within the diminished reservation, which latter course I would regard much the better for them, in which event a provision would be made in the agreement allowing them a fair price for the improvements that they would thus be obliged to leave on the portion ceded.

I have now explained the object of my presence here at this time and any of you desiring to speak I will be glad to listen to you, but if you desire time to consider the matter we will adjourn for that purpose. I am here to treat with you for the tract of land I have described, and will not hurry you in your deliberations, but will give you all the time you need to discuss the matter among yourselves. If you are not ready to reply now, I will hold myself in readiness to respond to your call and will meet you at any time you notify me to appear to receive your reply, or answer any questions regarding the matter which you may wish to know.

I will now hear anything you wish to say, or we will adjourn for a time so as to give you an opportunity to consider the matter in council by yourselves, as having presented the matter for your consideration I am through for the present.

KOI BAY NO GIN. We have now heard you, what you came to see us for. These Red Lake Indians have now understood what your mission is. We do not propose to answer you just now, we want to hold a council here in this building.

Mr. McLAUGHLIN. Very well, we will adjourn, and I will hold myself in readiness to respond to your call at any time you send for me. I will be at Spear's Hotel or at the agency office.

Council adjourned subject to call.

Council reconvened Tuesday evening, March 4, 1902, at 7.45 o'clock.

Mr. McLAUGHLIN. I am advised that you have sent for me, and I am ready to hear anything you have to say.

KOI BAY NO GIN. We have authorized Mays ko ko nay ay, one of our chiefs, to speak to you for us.

MAYS KO KO NAY AY. My friend, I will now tell you what all of us Indians here want me to say to you. The mission that you have come upon I don't mean to be contrary to. There are lots of matters behind that is blocking me, which the Government has done to me. When any official has been sent here to see me the talk they make to me is very nice and I have been cheated every time, and the Government is the one that has been sending these parties to me. I have been looking in that direction and expecting our wishes fulfilled and to receive what we have been promised. I know what has been promised me, and I know that the Government owes me considerable. I am still looking for those promises that the Government has made and expect them, and therefore I don't accept and we will not agree to what you propose. When the Government comes and hands me what has been promised me, and I know what the Government owes me, then I will consider. I am in fear now. The Government has caused me to be distrustful, and that is why your mission is a failure.

I now want to state one of the main matters that has blocked me. In dividing my property in four quarters the Government took away one-quarter of my property. All these Indians are of the same mind. We don't mean to be contrary. When I was in Washington year before last I called upon Senator Nelson and asked him who authorized the opening for settlement of some of my land, and told him that as he was there all the time he must know who authorized the opening of some of the lands and whether it was himself or the Government. He would not give me an answer. He simply walked out of the office without his hat. I am looking for an answer from the Department. We presented our grievances at Washington, and that is what I am looking for. This what I have said is the wish of all the Indians that are here. The Indians wish to make no agreement whatever until our matters are adjusted. When I was in Washington the Commissioner of Indian Affairs promised me \$27,000, but I have not got the \$27,000 yet. What is the matter that I do not get this \$27,000 that was promised me? Something more I want to say. When Hon. H. M. Rice came here and negotiated a treaty with us he promised us that we would get \$80 per capita of interest money from that treaty, the stipulation of the treaty he was making, and that for fifty years we would not have to take any allotments of land, and all these Indians that are here hold to that understanding. They don't want to take allotments. I reserved a piece of land; I reserved it for coming generations. This is all I want to say to you. In my talk we are just like one man, in that we are all of the same mind in these matters.

Mr. McLAUGHLIN. I want to ask you in relation to that \$27,000 that you say the Commissioner promised. What claim did that \$27,000 represent?

MAYS KO KO NAY AY. We went to the Commissioner of Indian Affairs, a different delegation from the other delegations, and we were told by him that we were to have \$27,000 for stumpage due us.

Mr. McLAUGHLIN. Now, you people seem to have gotten the matter of allotments somewhat confounded. I am not here to force allotments upon you people, although I know it would be for your own good. It would be well for you to take allotments. Each man would then have his own piece of land, and the improvements that he would place upon it would be his property alone. And while you people under your treaty are only entitled to 80 acres each, I could provide for you, in a new agreement, that you receive double that amount, men, women, and children; that is, in case we come to an agreement for the western portion of your reservation. I advise you to think of that well, for it will enable you to secure the very best land on the reservation, which can not be interfered with by anyone, and it is held in trust for twenty-five years.

Now, in regard to this piece of land that I have been talking to you about, it is a different proposition from any grievance that you are speaking of. I have known for some time past that your people had many grievances in relation to your dead-and-down timber, and that the matter is still unsettled, but there is no doubt but that will eventually be attended to and properly adjusted. That was a bill which was prepared in Congress and sent out to you for your ratification, and it is such as to be very difficult to interpret clearly and satisfactorily to the Indians, and at the same time meet with the requirements of the Treasury Department. Indians are naturally impatient and want all matters attended to too hurriedly, but you must bear in mind that this is a great country with an immense number of people to legislate for and a great many matters to be attended to, and it takes time to bring all things about. This is especially so with an agreement containing ambiguous expressions, that is, expressions that are difficult to understand where the same word may have two or more different meanings. The advantage in having simple, plain words in an agreement is therefore very great.

Now, any agreement that we may make for this tract of land, if we conclude an agreement, will be simple and plain and easily understood, and as there is only you people interested instead of all the Chippewa Indians of Minnesota, as in your last agreement, there would be no possibility of a misunderstanding in its interpretation or in carrying out its provisions. The difference in that treaty which Governor Rice presented here and my proposition is that his was enacted by Congress and sent here for your ratification without your having any say in its preparation, while you are a party to the agreement in my proposition. The agreement will be made on such terms as we shall agree upon, I representing the Government and you the Red Lake Chippewas. There is an old saying used by the whites that it requires two parties to make a bargain, and in justice to those interested both parties should have a voice in making the trade, and the Department, desiring to allow you people to have a say in this proposed agreement, has sent me here to talk with you and try and bargain with you for this piece of land. There are no people who cheerfully accept a bargain forced upon them against their will—something they have no voice in—and for that reason I have been sent here to present this matter and to consider it

with you and to talk it over until we arrive at an agreement, and I will reason with you and give you a fair and plain answer to all your questions.

I will say further that my negotiations with you people is for that piece of land, and I can not include any past grievances which you may have, but I would like to have you state fully and clearly what your grievances are and state the grounds upon which you base the same, and they will all appear in the minutes of our councils and will become a part of the printed document, if an agreement is entered into between us. While I can only guarantee and pledge my word for the truth of every statement that I will make regarding the negotiations that we are engaged upon for the western portion of your reservation, I promise to faithfully submit your grievances in my report. As for any agreement that we may enter into I know that it will be carried out to the letter, and as for the grievances that you speak of, I can only promise that I will do all that I can in presenting them properly, and if there is merit in them I have no doubt but that they will be adjusted in due time. Any agreement that we may enter into in regard to this tract of land will not in any way conflict with your claims; those claims will have the same status with the Department and with the Government no matter what the outcome of our negotiations in this matter may be; each stands on its own basis, and anything that there is right in, which, from what I have learned and heard, you may have in some of your claims, there is no doubt but that they will be adjusted in due time. On account of ambiguous wording in some agreements with Indians they puzzle the Department and are very difficult to explain.

Now, in considering this question in regard to the western portion of your reservation for its cession to the United States, we want to separate your other claims from that. Consider the one question at a time. Any agreement that we may enter into for these lands of the west portion of your reservation will in no way affect the claims that you speak of. Each of those individual claims will be considered and determined upon its own merits, and any agreement that we may enter into will contain a provision to that effect, which would be in words something after the form that I repeat: "That nothing in this agreement shall be construed to deprive the Indians of any benefits to which they are entitled under existing treaties or agreements."

You people are land poor. What I mean by that, you have a great deal more land than you have any use for, and you are also poor otherwise; you have very little home comforts. I am prepared to give you a good price for this land and pay it all in cash, not all at one time, as I don't think it would be to your best interest to pay it all at one time. I would have the agreement provide to pay you one large first payment, which first payment to be made within ninety days after the agreement would be ratified by Congress, and the remainder of the amount to be paid in ten annual installments, every man, woman, and child to receive equal shares. Upon reservations where they have good grazing lands I always prevail upon the Indians to take some stock, so that they may start in stock raising, but here you have not got the range for cattle that they have west of the Missouri River, and, therefore, cash is better for you.

I have not expected that we would come to an agreement right away, and I am not in the least disappointed at the talk of my friend here who speaks for you people, for the reason that I knew you had many things which you wish to present, and I am ready to hear about those claims and grievances that you wish to have placed before the Great Father's council. It would be something unusual, something away beyond the ordinary, for us to meet and separate the same day, that we would conclude an agreement at once, or that you would decline to entertain a proposition.

You people have been very good in coming here. This has been quite a representative gathering, and I hope that you will consider this matter fully and deliberate upon it for some time. The fact that you have sent for me to-night and given me your answer without asking any questions convinces me that you have not given this matter full consideration.

As I stated to you this afternoon, in my first talk, we met here as friends and we will discuss matters in a friendly spirit, and I hope we can agree; if we can not agree we will part as friends, so that should we ever meet again it will be as friends. That is the wish I have. I am speaking to you as a representative of the Government in this matter, and have very friendly interest in your welfare. So has the President of the United States, the Secretary of the Interior, and the Commissioner of Indian Affairs. They have your welfare at heart, but they are powerless to do all things. Congress makes the laws and the heads of the Departments execute them. The Secretary of the Interior whose eyes, ears, and tongue I am in the Indian work that I am engaged upon, desires the cession by you of this tract of land, believing that it is for your best interests. The Secretary has sent me here to see you with my eyes and hear what you have to say with my ears, and tell you with my tongue the things

that we think are best for you, and I am convinced that it is best for you to dispose of that western portion of your reservation.

I have the gratification of having my reports almost invariably accepted by the Department, and whatever I represent or report to the Department the Secretary usually approves; and in the committees of Congress any representation that I make in regard to Indians on any particular matter that I have been a party to my statements are invariably taken without question. That is what I meant to-day when I said to you that I am in position to give you a good bargain, because I feel that I can give you a better price and more favorable conditions of payment than any other person could, with a reasonable certainty of approval and concurrence by Congress. Therefore, my friends, I don't want you to close your ears and say you won't listen to any proposition for that tract of land. I want to hear the objections you have to this proposition. Your principal objections are past grievances, alleging that past promises have not been fulfilled. This cession, as I have told you, will in no way affect your old claims, but will strengthen them, for the reason that everything I say to you and everything you say to me here is being taken down by the stenographer and will become a part of the proceedings of our councils and of my report, and of the printed document if an agreement is concluded.

The 256,152 acres of your reservation which you do not need will amount to a large sum of money, and, as I said before, I am prepared to provide that the payment shall be in cash. It is a portion of your reservation that you have no use for. You don't need it; you have ample land without it; more than enough for you in the portion that will be reserved. You are deriving no revenue from the tract referred to. It is bringing you no returns, no benefits whatever, only a few of your people are living there and they are not prospering very well. The sale of that piece of land would provide for you old people in your declining years, and, as I said this afternoon, it would enable you young men to get a good start in life. I don't come here with a bill that has been enacted in Congress without your being consulted as a party to it or your voice being heard when it was prepared, but I come here to try and agree with you upon the price of the land and the manner of payment, so that you are a party to the trade.

My friends, I am very much pleased that you have sent for me this evening, that we might have another talk over it, and that I have been able to explain some matters that didn't occur to me this afternoon. You have been very patient in remaining here all this afternoon in this close room, and listening patiently to everything that I had to say, and as it is getting pretty late I feel that we ought to adjourn for this evening and meet again to-morrow morning. In the meantime you people can talk over this proposed cession and be prepared to-morrow to state the grievances that are uppermost in your minds so that it may appear in the minutes of our councils. And even if we make no agreement your statements will appear in my report and be submitted by me to the Department. The longer that I am with you the more I am learning of your business matters and of promises that have been made to you in the past which you say remain unfulfilled. I don't wish to press you, I don't wish to hurry you, neither do I wish you to hurry me, I desire ample time to explain matters fully so that you may understand me clearly. But I do wish you to remain here to-night so that you may discuss among yourselves the matters you wish to submit to me to-morrow. I mean the grievances you have been referring to. Will you do so?

ANSWER. Yes; we will be here.

Mr. McLAUGHLIN. I thank you very much for your attention and the patience you have had, and to-morrow I will listen to you patiently, and I hope that you will consider what we have been talking about to-night. After thinking the matter over myself I might have something more to say to you to-morrow. If you have nothing further to say to-night we will adjourn until to-morrow morning at 10 o'clock.

I wish to say in case you run short of provisions at any time, notify Mr. Graves, who will see that you receive what you need. I was advised by the Indian Commissioner that you would be subsisted while we were in council. In case the supplies should run short here at the agency, Mr. Sullivan, who I think will return to-morrow night, will doubtless be able to purchase provisions outside.

If you have nothing further to say we will now adjourn until to-morrow morning. Meeting adjourned at 10 p. m.

Council reconvened March 6, 1902, 2 p. m.

Mr. McLAUGHLIN. My friends, you have notified me that you are ready to meet me. We have assembled in council and I am ready to hear what you may have to say.

KOI BAY NO OIN. We have assembled here again to come to an understanding. Now we meet here as friends. As long as we are here together we want to be as



friends, and after our councils are over we want to be friends. Mr. J. C. Roy is the man we have appointed to read the matters that we want to present to you.

J. C. Roy (reading; Peter Graves interpreting). In the treaty that we made in 1863 we ceded about 9,500,000 acres of agricultural land and we also ceded some pine land. The land that was ceded by that treaty we only got about 4 cents an acre for the whole; that is what we have received for it up to the present time; that is what the Indians received from the lands ceded by that treaty. This is one of the grievances in which we think there has been wrong done to us. The understanding we had in that treaty was that the reservation line was to begin at a point on the international boundary line at the Lake of the Woods on the western shore, and from thence to the head of Thief River; thence down the main channel of the said Thief River to its mouth on the Red Lake River; thence from the mouth of the Thief River direct south to the Wild Rice River; thence along the Wild Rice River to its head; thence from the head of the Wild Rice River along a creek which flows in from the east; thence from the source of this creek in a direct line to Portage Lake; thence from the east end of Portage Lake direct to the Mississippi River; thence following the main channel of the Mississippi River to Lake Bemidji; thence direct from the south side of Lake Bemidji, where the Mississippi River runs into Lake Bemidji, in a direct line north from the north end of Lake Bemidji; thence in a direct line north to Little Birch Lake; thence from Little Birch Lake in a direct line to the island in Black Duck Lake; thence from the said island north to the high ridge; thence from the termination of said high ridge in a direct line to the source of Muddy Creek; thence from the source of Muddy Creek in a direct line to the source of Black River; thence along the said Black River down to the Rainy River; thence following the main channel of the Rainy River to the international boundary line, and thence west along the international boundary line to the place of beginning.

That is how all of the old men understood the reservation line when they made the treaty. This was our understanding, and the line was entirely different when made by the whites.

What we want to ask you about is this: Who ceded the 13 townships on the southwest of the reservation, in Polk County, at and around Fosston; who ceded that and who got the benefit for it? Was there any Indian got any benefit for those 13 townships? Who authorized the opening of those 13 townships? Whether the Mississippi Indians got any benefit, or the Red Lake, Pillagers, or any other Indians? I want to state to you all we know of this. We heard it was in three different ways. We understand that these farmers took this land, and then the pine men, and then again the Mississippi Indians.

How did Mr. K. B. Walker get possession of the pine lands along the southern boundary line within the reservation? Who gave authority to cut this pine timber? Who was it that got the benefit of this timber that was cut? And who was it that moved the line from this Little Birch Lake to Turtle Lake, that is called Little Turtle Lake by the whites? For a number of years pine was cut on the northern portion of our reservation by Canadian trespassers. We heard that the United States arrested these trespassers and had them prosecuted for cutting timber along the northern boundary line, and we have never heard if the Government had gotten any money from these trespassers. If the Government has got any money from these trespassers, we claim the money.

For the last twenty years there has been fishing going on along the lake shore inside our reservation in the Lake of the Woods by the whites, and we understand that the State of Minnesota was getting money out of those fisheries inside of our lines. If there is any money derived from those fisheries, we Indians claim it.

We were given to understand by the treaty of 1863 that we were to get annuity cash payments for fifteen years and we got cash payments for only fourteen years.

These are the grievances occurring out of our treaty of 1863.

Our understanding of the treaty of 1889 was that the diminished reservation line was to begin at the mouth of Thief River where it empties into Red Lake River, thence following the old reservation line into Clearwater River; thence following up the Clearwater River to intersect a line commencing at Big Marsh and directly west to the Clearwater River; thence from the Big Marsh in a southeasterly direction to Rush Lake, thence from Rush Lake in an easterly direction to intersect in a direct line a point 1 mile from the most easterly extremity of Lower Red Lake, and from the point 1 mile from the most easterly point of Lower Red Lake in a direct line due north to a point 1 mile south of the south shore of the Upper Red Lake; thence east 1 mile clear around the east end of Upper Red Lake, where it would intersect a line commencing at the Little Creek branching off from Thief River, about 7 miles from the mouth of Thief River.

The understanding of the treaty of 1889 was that we were to derive \$1.25 per acre for all the agricultural lands that were ceded to the United States. And we understand that there has not been a dollar paid for these lands yet. And we understand

that we were to derive \$3 per thousand feet for all of the pine that was sold on the ceded reservation, and we understand that there has been over 600,000,000 feet of pine cut from the reservation that we ceded. We find that we haven't derived more than 65 cents per thousand feet for all this timber, calculating at 600,000,000. And there is lots of pine left standing that has not been cut on the lands that we ceded to the United States. And we were given to understand that we had the use of any ceded land that was not occupied by settlers, to be used as our own. And we furthermore reserved the privilege of using that as our hunting grounds as in former years. And we were given to understand that the Secretary of the Interior was to appoint men, good and honest, to estimate the timber upon the land that was ceded to the United States.

Now for an example of their estimating this timber. There was one lumber concern, Shevlin & Carpenter, bought 70,000,000 feet of this timber as estimated by these estimators, and when the lumber concern who bought it contracted to have this timber cut there was 300,000,000 feet contracted for and cut out of the 70,000,000 feet estimated. And there was another man, Bob McGinn, bought 80 acres of pine land that was estimated at 300,000 feet of timber standing on it, and he cut this timber, which scaled 1,100,000 feet, cut off of this land that the estimators reported as only 300,000 feet. Another man, named Carter, took a homestead of 80 acres which had been classified as agricultural land, and he cut off of one 40 of this 80 acres over 800,000 feet of pine, which was classified as agricultural land.

One of our people, Ke me weum, stopped with the estimating corps at Ten Mile Lake for three days. The day he arrived at their camp it was snowing. He didn't see any of the men go out any farther than they had to go for their own purposes. On the third day, in the morning, one of them went out with him and walked out to about 200 feet from their camp, and when he came to a pine tree he sized the tree up and estimated how much timber there was in it and took out his little book and made notes of the same and walked back to camp. That was the amount of their work for three days that Je me weum was in camp with them. At another time he camped with the estimators at the mouth of Black Duck River, and while he was there in camp with them, an entire week, he didn't see any of them go out to do any work all that time.

Ah je dum stopped with an estimating crew down at Four Logged Lake. In the morning he stopped and waited for the estimating crew to move out to do some work. He stayed in the camp there waiting until 11 o'clock, and he got tired and went away before they got out. They were asleep yet when he left.

The school sections have been unpaid, and over ten years have elapsed since our 1889 agreement, and a part of the pine that was standing on these school sections has been cut off, and nobody seems to know who has cut the timber off. After everything was accepted and ratified in our treaty of 1889, we were promised that we would not be bothered to dispose of any more of our diminished reservation, and we were given to understand that after the expiration of fifty years the money that was derived from the ceded lands was to be paid over to the Chippewas of Minnesota.

Another thing that was done here since that treaty of 1889, over twelve years ago, one of the leading hired men, Ne guan ah quod, by name, of the Cross Lakers, asked the commissioners that came up to negotiate with the Chippewas for some pine timber lands, 5 miles above the mouth of Little Shotley Brook, and he was granted his request before the council. This we always thought and believed was within our treaty, and we find that they are cutting the timber off of this tract of land this winter.

On the last trip that the Red Lake Indians made to Washington they were told that there was \$27,000 accumulated out of stumpage money that had been cut in years gone by. They were told that this money belonged to them. They said we could have this money any time we asked for it. We have asked for this money twice now since that promise at Washington, and we want this money paid to us now. We want it paid to us equally in cash, every man, woman, and child.

Regarding the depredations committed by the Red Lake Indians and the Turtle Mountain Indians at the mouth of the Red Lake River many years ago, we want the Turtle Mountain Indians to repay one-third of that amount. The Red Lake Indians had to pay all at that time. The Red Lake Indians paid it all and the Turtle Mountain Indians did not pay anything.

Another thing that I want to call your attention to. There has been lots of timber thieves caught stealing timber off of both the ceded and the diminished portions of our reservation, and we have found out that these trespassers have paid for the timber that they have stolen, and what moneys that these trespassers have paid in we claim to be our own money.

Mr. Rice, in negotiating the treaty of 1889, promised the Indians that there would be only two steamboats on the lake and river; one would run between here and

Thief River Falls and the other would tow logs on the lake, and that any Indian who wanted to ride on that boat could do so without paying his fare. He could ride between here and Thief River Falls, and the other boat would be used for towing logs on the lake. All the Indians that lived down at Thief River Falls could come up here after their annuity payments and ride on the boats and would not have to pay any money in going from here to their homes, riding on the steamboats. And there is lots of boats on the lake and the river now running between here and Thief River Falls.

ME CAN KE BE NAIS. Well, my friend, you say that you are an inspector. I understand that you are in a position to help us; what we present to you about our grievances is our wishes. Well, my friend, what we have said to you is what we have been thinking about, and any white man that comes to us we shall never step over what we have presented to you.

Now we are ready to hear you, all that you have to say that you come to see us for. We want you first to give us some answer in regard to these grievances that we have placed before you.

MR. McLAUGHLIN. My friends, I am very much pleased with this statement that you have presented to me. I feel that many of your statements are well founded, and it is even known by the Department officials that you were very badly treated by the estimators that were sent out to appraise your land. And I am very much pleased that you have given me in regular order and in concise form the different grievances and claims that you have. It will enable me to report and present them to the Department officials in the exact words that you have given them to me, and anything that I can do toward helping you in the matter I will do it with pleasure. Now there are some matters that I wish to speak to you of, things that I noted down as your statements were being made.

The first is that of the 13 townships which you speak of as having been opened in Polk County, near where Fosston is; that is something that I am not familiar with. But the stenographer's notes here will bring it to my attention, and when I reach Washington I shall ascertain how that land came to be opened, and have you advised.

Now, as to your treaty line that you speak of; I notice that it is given by the agreement of 1863 as commencing at the point you stated and runs through to the Wild Rice River, and ceded all the lands lying west of that line through to the Red River; also the valley of the Red River over in North Dakota.

In regard to your timber that you claim was cut on this side of your boundary line within your reservation, I shall also ascertain what was done with the proceeds. I have the reputation of telling the Indians the truth, even if my words are sometimes unpleasant to hear, as it is better that they know the truth; better than honeyed words—more pleasing to the ear, but not true, and misleading—which eventually brings disappointment.

In regard to the navigation of your streams and lakes. The agreement that you made in 1889 clearly provides that all waterways within the reservation therein described are to be free for commercial purposes to all citizens of the United States. Nothing is said about number of boats, whether there is to be 1 boat, 2 boats, 50 boats or 100 boats. The waters are free to navigation. Free transportation on the boats that are navigating these streams should have been provided in the agreement to entitle you to it, but there is no such provision. If the commission negotiating with you promised you free transportation, they exceeded their authority. I have read the agreement carefully, and there is no mention of such in the act that you accepted. There is nothing binding on the United States except what appears in the agreement that is signed. I always make it a rule to make plain and truthful statements to the Indians when negotiating with them, for the reason that it is very wrong to tell Indians that which it is impossible to do for him or to make any promise that can not be fulfilled.

Any promise that I make to you here is taken down in shorthand, and after it is transcribed I will leave a copy of the proceedings of our councils with you, and you will learn later on that every word that I have said to you will reach the Department and receive attention. And I promise you that every statement that you have made here with regard to your grievances and claims will appear in my report in the order that you have presented them, and I will make a special report in reference to them, separate from my regular report, in case we enter into an agreement for the proposed cession, which special report will be in reference to your claims as stated to me, and I will follow them and see that they receive the attention of the Department. I expect to return to Washington from here and will make it a special point to call these things up whilst there. I am well aware that the matters you have been speaking of are somewhat complex; that is, they are puzzling; as I stated the other day,

they are perplexing, and it is the desire of the Department to have them straightened out as soon as possible, and your talk with me here regarding them will aid and assist the officials in bringing about an adjustment of the matter.

This paper that I have here in my hand is the proceedings of our last council, and I will simply repeat a portion of what I said to you during our last meeting in relation to these claims: "Any agreement that we may enter into for the western portion of your reservation will in no way affect the claims that you speak of, other than to aid in bringing them before the Department more forcibly." Each of those individual claims that you speak of will be settled and determined upon its own merits, and any agreement that we may enter into for a portion of your reservation will contain a provision to that effect, by incorporating in the agreement words something to this effect: "That nothing in this agreement shall be construed to deprive the Indians of any benefits to which they are entitled under existing treaties or agreements."

The cession of the western portion of your reservation is an independent proposition and entirely different from what your last agreement was. This is something in which you people of Red Lake Agency alone have any interest; that is, provided you take advantage of my presence here and my readiness to meet you on common grounds and a fair proposition, and you don't want to keep your ears closed so as not to hear what I am going to say. You have an opportunity now to protect yourselves in a way that there are no other Indians in the country that can be better protected. Your agreement of 1889 does not protect you as a tribe and as an agency fully. There has been a certain tract of land described, and certain boundary lines within which you may take allotments, and under that agreement, which this book contains [indicating], the Government could at any time order allotments made to you, and all the surplus lands would be declared open for settlement under the same conditions that your other ceded lands are; that is, the pine-land portions that were appraised and sold for less than their appraised value, and the agricultural land opened to settlement under the homestead acts at \$1.25 per acre.

I am in a position at this time, having been sent here by the Secretary of the Interior, to negotiate with you, to make a bargain that will protect you and establish your undisputed right to the possession of this reservation, and no other Indians would have rights to the proceeds of this reservation but yourselves, while under the act of 1889 the surplus lands of this reservation, not required for allotments for yourselves and your families, may be thrown open to settlement, in which case every Chippewa Indian of Minnesota would have a share of the proceeds arising therefrom. In case we conclude the agreement that we are talking about for this tract of land of 256,162 acres, all of the proceeds of that tract goes entirely to the Indians of the Red Lake Agency. It would be so provided in the agreement. Another clause will provide that the remaining portion, after that is ceded, will belong to the Indians of the Red Lake Agency alone. You can see the way your lands have gone and the proceeds of the lands that you have ceded. There are too many persons of different agencies interested in it. Your present condition is unsatisfactory and tenure uncertain.

Bear in mind that I am talking to you of the cession of this piece on the western side, and I assure you that you would still retain your interests in the ceded lands that were disposed of by that cession of 1889, and that by entering into an agreement for this piece of land you forfeit no rights to those claims that you have presented to me to-day. They will be adjudicated regardless of any agreement we may conclude, and each will be determined upon its merits, and you will each receive your proportionate share of the money that has been derived, and will be derived, from the land ceded in 1889. Now, my friends, in the proposition that I make to you, you have nothing to lose and a great deal to gain. You will lose none of the proceeds of the ceded portion that is still unpaid, and if anything can be gotten out of the claims you present it will aid in having it brought about. You gain a very important matter by securing yourselves in your reservation, which will then remain intact, and I am prepared to allow you a very liberal price for that tract of land.

My friends, I told you the other day that the President of the United States, the Secretary of the Interior, and the Commissioner of Indian Affairs have your interests at heart and the interest of all the Indians, but that they are powerless to stop the tide of emigration and stop the opening up of the surplus lands of Indian reservations. All persons connected with the Department of the Interior, having charge of the Indians, are very desirous that I conclude an agreement with you for that tract of land, so that you may thus secure the residue that will be left, that is your reduced reservation. As I told you the other day, the entire reservation, as defined by that agreement of 1889, contains about 800,000 acres of land, the cession of that western portion which we desire would leave you about 544,000 acres, which would allow about 400 acres for every man, woman, and child belonging to your reservation.

The only object in the past for Indians to have large tracts of land was the advantage of having hunting grounds, but game is not only steadily but rapidly disappearing. When I first went among the Indians west of the Missouri River the plains were covered with buffalo. To-day there is not a buffalo in the country except a few that are in parks owned by cities and private individuals. The bear, otter, beaver, fox, and even the wolf are disappearing from the country. The people are very fortunate here in having a magnificent lake, which affords you a great many fish, but in a few years more there will be no game in the country. Therefore this tract of land that I ask you to cede is of little value to you as it is; that is, you derive very little benefit from it at the present time. The game will soon disappear and there is nothing there that you can realize anything from except to locate upon it and cultivate the land, but you have a much better country for your homes right here, within the proposed diminished reservation than you would out there, and you would be very much happier to remain here. You have a big lake to procure fish from and dense woods to hunt in near your home, while the tract that we ask you to cede must be cultivated to produce anything.

A reduction of your reservation to a reasonable area, such as a cession of that tract would leave you, would be comparatively safe. You would not be asked for any additional cession in the future—at least, not in the lifetime of some of you old people whom I see before me—and after the young men grow up and find that they have more land than they need they may offer to dispose of it, but that is in the distant future. With your reservation remaining as it is without reducing it by the cession of that western portion, you can rest assured that it will be opened up to settlement without your being consulted. It may not be this year, it may not be next year, it may not be year after next, but it is sure to come within a few years. The growth of this country is such that there is a great rush for land. More land is needed for homes for settlers, and the Department that has charge of the Indian affairs is powerless to prevent its being opened, as public sentiment demands it. And the public, through their members in Congress, their Senators and Representatives, demand that where Indians have more land than they require for their own use that they be paid a reasonable price for it and open it to settlement. That is why I say the President, the Secretary of the Interior, and the Commissioner of Indian Affairs are powerless to prevent it.

You are now in a position to protect yourselves in a way that very few Indians are; also to receive a large per capita payment for years to come. And if we agree upon a price for the land, there is no question but that we can agree upon the terms—that is, for the number of years that the payments shall continue. There are a number of you people before me that are getting old like myself, and by having something to provide for your declining years—the next ten years—would be a great benefit not only to yourselves, but to your families. Now, I want to have these notes prepared and have them reduced to writing so that I may read over carefully the claims that you have presented this afternoon. While I am having the notes transcribed I wish you would consider this matter in regard to the cession of that piece of land that I have spoken to you about. You have been very patient and have remained here under trying circumstances; the room is very crowded, and it is not the most desirable place for so many to be huddled together; but this is a matter to you, my friends, which is of sufficient importance to have you remain here a week, if necessary, and, as I said to you the other day, you don't want to close your eyes and say you won't look at the proposition, nor close your ears and say you won't listen to it, but you should consider the matter well and look at it from all sides.

Now, I have anticipated the continuance of this council, and I have procured two quarters of beef, which will be a change of rations for you this evening. I want you to remain here and discuss this matter fully, and from all sides, and meet me to-morrow at 10 o'clock; by that time I will have these notes prepared and have studied them over carefully.

I am very much pleased with our council this afternoon, and we will adjourn until to-morrow morning at 10 o'clock. I wish to add that I am talking now to the people of Red Lake Agency, and you are the only persons that are interested in this matter, and I don't wish you to be influenced or prejudiced in this matter by persons who don't belong to this reservation. It is to the interest of the Mississippi Chippewas, and those of Leech Lake and Cass Lake to influence you against consenting to any cession of lands in order to have you reject this proposition. If the lands were opened under the act of 1889 the Chippewas of Minnesota would all share in the benefit of these lands with you, and that being the fact they very naturally try to influence you against entering into a new agreement which would exclude them.

I know that you have received letters from parties advising against any cession.

Before I left Washington I learned that there were letters coming out here telling you not to consider any proposition presented for the cession of any portion of your reservation. Those people are not your friends in this matter. They have a selfish object in view, something in the back of that that you don't see. They want to get your lands opened under the act of 1889, by which the surplus money will all go into the common fund, and they receive a portion of the proceeds; but the proposition that I offer you is for you alone; you are the only ones that will get any benefit from it.

We will now adjourn until to-morrow.  
Council adjourned at 4.45 p. m.

Council reconvened Friday, March 7, 1902, 2 p. m., Charles Morrison interpreting. Mr. McLAUGHLIN. Well, my friends, we meet here again. You have sent for me to give you answer. I am now ready to listen to anything that you have to say to me. ME ZITAT KE BE NAIR. My friend, you told us that you are an Indian inspector. We want to tell you that we are going to meet you as friends. We have put on paper all that the Red Lake Indians want to say to you. Now we will state all that was put down in writing by us.

P. C. ROY (reading). The Red Lake Indians omitted some of their claims in the last cession of our councils, in regard to the treaty of 1869. They are the following: The townships that are in question that we want to speak to you about is township 159, range 34.

There are people who took homesteads on this land. There is a homesteader, that took a homestead, by the name of Katie McCarthy, and the estimate of her homestead was that it contained 1,200,000 feet of standing pine.

Another man by the name of Olaf Thompson has got a homestead in the same township, same range, that contains 250,000 feet of standing pine on his homestead.

Another man by the name of Tom Carey has a homestead in the same township, same range, that contains 250,000 feet of standing pine.

Another man, Levi White by name, has got a homestead in the same township, same range, that contains 500,000 feet of standing pine.

There was another man who took a homestead in the same township, same range, Fred Sibley by name, that contains 800,000 feet of standing pine.

Another man that took a homestead in the same township and range, Charles Louis Henning, and his homestead contains 1,500,000 feet of standing pine.

Another man, by the name of Samuel F. Beals, has got a homestead in the same township and range that contains 600,000 feet of standing pine.

There are also 15 more homesteaders in the same township that have pine standing on their homesteads. Their land contains all the way from 150,000 to 200,000 feet of standing pine on each homestead.

There is another township also—township 150, range 33—where there are 8 homesteaders located in the same town, and the aggregate of those 8 homesteaders is over 2,700,000 feet of standing pine on their claims.

There is another township—township 149, range 34. There are 55 homesteads taken in the said township, and they contain all the way from 150,000 to 1,000,000 feet of standing pine on each homestead.

In township 149 of range 33 there are 27 homesteads taken. That township contains about the same amount of timber; that is, each homestead has all the way from 150,000 to 1,000,000 feet of standing pine to each claim.

There were also some homesteads in the Rattle River country that were classed as agricultural land, that estimated about 20,000,000 feet of pine on said homesteads.

There is another place, called Shotley Brook, where there are homesteads taken, all of which had pine on them; but we only know of the amount that stood on three of said claims.

There was a man named Cowan who had a claim in that section of country that had 1,800,000 feet of pine standing on his homestead.

In that same section of country another man took a homestead, Dan Shaw by name, and there was 1,300,000 feet of standing pine on his claim.

There is another man who took a homestead in the same district, Pat Milan by name, that got over 2,000,000 feet of pine from it.

All these that we have mentioned as having contained so much pine timber were classed by the appraisers as agricultural lands and were thus secured by the settlers at only \$1.25 per acre.

This is all that we can put down on paper. It would take us two days, perhaps more, to figure up and state all the cases of like character. The claims we speak of were all upon the ceded Red Lake Reservation.

There is something that we want to ask you about what you said to us day before yesterday. The Red Lake Indians understood you to say that they owned simply half of their reservation and that the whites owned the other half, and this is a

question that we want to place before you, and we would like to find out the reason our Great Father takes in stepping on some of his own promises. What step has the Government taken to base its rights for a claim to our reservation? That is what the Red Lake Indians want you to make plain so that they can distinctly understand.

In our councils last night we made up our minds fully to place before you to-day in this session the minds of the Chippewas of Red Lake Reservation in regard to your visit here among us. The western portion of our reservation is the most valuable piece of property that our reservation contains. The reason we think that this is the most valuable piece of property we have is because there is no other land that we can call good farming land. In the course of ten years there will hardly be a standing pine tree to be seen in the State of Minnesota, also the game and fur will be very scarce in the course of ten years. It is all that the Red Lake Indians get their livelihood from, and after the game is all gone out of the country, all the fur, we don't know what we are going to live upon.

We are sorry to state that we don't know of anybody that we can place any confidence in to help us out in our troubles, although we are wards of the Government and the Great Father looks upon us as his children. You can easily see for yourself from the statement that we have placed before you what our treatment has been from former treaties. This is why we are obliged to take this stand: We think that it is best to protect the rising generations. We are told that we are looked after and protected by the Great Father as children, and we therefore mean to touch upon the tender part of his heart. That is why we have placed before you our grievances growing out of the past treaties, and we want our past grievances adjusted, at least some of them. And we want to tell you that our leading men of the Red Lake Reservation have made up their minds that they are not willing to pledge their words for the cession of the lands that you have been sent here to treat for. All that we can say is that we want our Great Father to adjust our past grievances before we negotiate any more treaties with him. We have also heard on the outside that you are going to offer us \$2.50 per acre for the western portion of our reservation. And we want to state to you the way we look at this—just like if we were going to buy money from you, all the money you had, and was going to offer you 12½ cents for every dollar that you had. If the leading men of the reservation consented to let any of their lands go, they would like to have the right to place their own price on it.

SHAW WEM AN CUM IA ISH KUNG. Well, my friend, you see that the room is full of Red Lake Indians. All of the Indians that are in this room, that you see here, say as it is written in this paper that has been read to you.

KAY GAY GAI NOW OISCE. Now, my friend, I am telling you that in your visit you make me. I have said all that I will say before you. What I have said now ends our councils about the land that you have asked us for.

MR. McLAUGHLIN. My friends, you have asked me a question. You desire me to explain the status of Indian reservations. I explained that very carefully, and, as I thought, very plainly, at our first council, but I will state it again, so that it will be clear to you.

The title to Indian lands, Indian reservations, not only this Red Lake Reservation, but all other Indian reservations in the United States—the title of the Indian is simply the right of occupancy—that is, to use it—and the same right passes down to his children, but they can not dispose of the land to any person other than the United States. That is become of sovereign right, the general right in the United States Government in all the country. The Government don't want to take your land from you for nothing. There is no country on the face of the globe that has treated the people found in the country when the country was discovered, or taken by conquest, as our Government has treated the people found in the United States of America. All other nations, when they discovered a new country and conquered the people, have simply let them retain their homes; they have never given them large tracts of land nor treated them as a sovereign nation.

When you drove the Sioux out of portions of the country that you now occupy, you didn't give them a reservation within its borders. When the Sioux drove the weaker tribes out of that portion of the country west of the Missouri River they did not give them any land. But the United States have been very liberal, and have given every tribe of Indians homes on the land acquired by conquest or by purchase. There was set apart for each tribe rich tracts of country called reservations, over which the Indians have absolute control, and no white persons are allowed to come upon it without authority of the Government. And it has been the practice of the Government, from its first establishment, to treat with the Indians for any portion of their reservations that is desired to have opened up to settlement, and when the demand for more land is heard near any reservation, requiring the opening of land that is not needed by the Indians, treaties have always been negotiated with the

Indians for same. That was done to obtain what was called extinguishment of the Indian title to the tract of land negotiated for. This for the reason that under our policy of treating with the Indians, the Government could not give a patent with clear title to that portion of land to any person without such an agreement with the Indians to extinguish the Indian title; otherwise there would be a cloud on the title. Therefore I said, and I want you to understand, that all the territory in the United States is the property of the United States. The land in the Indian reservations, the military reservations, and all Government reservations are properties of the United States in a certain sense.

The Indian reservations are reserved for the Indians to occupy—that is, it is their land so long as they live, and so long as their children live after them—but they can not dispose of it. It is simply the right of occupancy. But, as I told you the other day, and as you will understand, the demand for land is increasing in this country. As the population increases lands become scarcer, and the more land is required. And when I say the Government in this respect, I mean the people; all the people of the United States are the Government. They elect members to represent them in Congress, and those members make the laws and represent the people, who are a part of the Government, and the demand of the people of the country is so great for more land that the representatives in Congress are obliged to listen to them. And, remember, as I told you the other day, that Congress enacts the laws and the President and the heads of departments execute them, but they can not do any more than execute the laws that are enacted by Congress. Now, I hope that I have made this question of Indian title to land understood by you.

I will say that the statements that you have made here to-day in conjunction with those that you made yesterday please me very much. They have been stated in very plain manner. As I stated to you yesterday, I fully believe that there is merit in many of your claims that you have presented, and I promise you, as I did yesterday, that they will be forwarded by me and submitted to the Department with strong recommendations for action as promptly as possible.

I will say, my friends, in regard to the matter of the boundary line as described by you, the boundary lines are fully defined by the treaties, and whatever they are in the treaties, are the only lines that will be considered. But I will present your claims just as you have submitted them to me, and I will report strongly upon them when I reach Washington, and will follow them up and have you notified regarding them. That is all I can do regarding the claims that you have presented.

Now, my friends, to return to the chief object of my visit here, which is the cession of the western portion of your reservation, I will speak to you very plainly. You have been living under the act of 1889 for over ten years past and you know how unsatisfactory it has been to you. And it is the only legislation now existing by which you are governed in regard to your land matters. Now, do you wish to continue under this act, or do you desire to be relieved from it by entering into a new agreement with me for the cession of this western portion of your reservation. This is of such great importance to you that you should be very particular in rendering your decision. You Red Lake Chippewas have always been a law-abiding people and have a very good name throughout the country, in consequence of which you have the sympathy of the Department officials; one and all regret your status under the present act.

There is just one of two things for you people to decide, the outcome of which will be with yourselves. Now, remember my friends, I am speaking to you from my heart as a friend. It is simply the truth, and I want you to take it as coming from a friend and one that has the welfare of the Chippewa Indians at heart. If you allow things to go on as they are, within a very short time an order will be issued for you people to take allotments. You will then have an opportunity to select allotments, and if you do not take them they will be allotted to you, and what lands remain after your allotments have been made will be opened to settlement under the act of 1889, for which you will receive \$1.25 per acre for your agricultural land, and should there be any pine lands you will receive for them the price provided by that act. As soon as that is accomplished the white men will flock into the country as thick as mosquitoes, and if you are prepared to meet that condition well and good. I am simply telling you what the outcome will be.

I am now going to make you an offer for your land. No person was authorized to speak for me as to the price I was going to offer you for this tract of land. No one knew my mind regarding it. Before making my offer I want to explain the price of land—the different classes of land. There is what is called a minimum price and a double minimum price. The minimum price is \$1.25 per acre, and that is for land that is outside of railroad limits. The double minimum price is \$2.50 per acre, and that is for land that is within railroad limits. That is the Government

price for land—what the Government charges the white man who files upon such lands—and if secured under the homestead law, which requires five years' residence and certain improvements, they are free to the homesteader.

Now, my friends, the offer that I am going to make you is the largest offer that I ever made Indians for any lands, and I have made every agreement in the past six years with the Indians of the United States, except two. Remember, the lands that I am going to make you an offer for do not contain any pine timber; they are essentially agricultural lands. Those lands, if owned out and out by the Government—that is, with full title in the Government—they would be sold for \$1.25 per acre to actual settlers. Now, I am going to offer you three times that much. I am going to offer you \$3.75 per acre, which means that you will receive \$960,670 for that tract, of which amount \$260,670 will be a cash per capita payment within ninety days after the agreement is ratified by Congress and \$70,000 a year for ten years thereafter. There are 1,332 Indians now belonging on your reservation, but, calculating that births will increase that number to 1,340, it would be \$195 for each man, woman, and child for the first payment. A family of five persons would thus receive \$975 for the first payment, and the ten annual payments of \$70,000 each would give every man, woman, and child a little over \$52 each year for ten years.

My friends, when I left Washington, it was generally believed that I could procure those lands for about \$2.50 per acre, but I came through the tract and observed it closely, and have also made inquiry regarding the value of land in that section of country, and I have concluded to make you a good liberal offer in the beginning rather than to start at a low price and come up to that amount. That tract of land is not all good, but it is good average land and I regard it worth \$3.75 per acre, taken as a whole. I make this offer so that the Government is on record as having made you a very liberal offer for that tract of land, and I hope that you will see the wisdom of accepting it. If you reject this liberal offer with the payment all in cash, in eleven installments, which period of annual payments are believed to be best for you, you certainly will regret it.

If you would rather take your chances and receive only \$1.25 per acre for your surplus lands, such as the act of 1889 will give you, than to accept the \$3.75 per acre which I offer you, well and good; it is for you to determine.

My friends, when I was leaving Washington, just a few minutes before I started, I had a talk with the Commissioner of Indian Affairs in relation to this matter, and he told me to be liberal in the price allowed you for the land, and that he would approve it; that he was desirous of seeing you people of Red Lake Agency protected in every way possible. And he told me that I might have the agreement provide that you receive double the amount of land for allotments that you are entitled to under the present act. This is something which is well for you to consider. Under the present act it is doubtful whether you are entitled to allotments of pine lands; the rulings have been against it up to the present time, but I can provide for such in any agreement we may conclude. I am, however, not going to press the question of allotments upon you. I leave that entirely with yourselves, but I advise you to have an article incorporated in the agreement providing for the allotments of 160 acres each within your diminished reservation, as it will exist if we conclude an agreement.

With this offer that I make you for the land that we are negotiating for, \$960,670 in cash, I can provide for 160 acres each for your allotments within the reduced reservation if you so desire, and have the allotments either timber or agricultural land, it matters not which; it will be made to apply to either. However, if you do not want the matter of allotments touched upon, that can remain just as it is, but then you are only entitled under the law as it now stands to 80 acres each, and I can make provision giving each man, woman, and child 160 acres. And as I told you in our first council, I can provide for compensating those of you who now reside on that western tract, paying you for the improvement you have if you elect to come within the diminished reservation. You may remain where you are if you desire, but in the latter event you would have to take allotments there at once in order to hold your claims.

Now, my friends, I am here to try and have you understand this matter fully; it is the desire of the Department to protect you people. The cession of that piece of land under the agreement that I can prepare will provide for your protection upon the reduced reservation and will leave you people entirely independent of all other Chippewa Indians so far as your reservation is concerned and so far as this money is concerned, and at the same time you retain your share of the proceeds of the ceded land—that is, the lands ceded by the agreement of 1889. Now, it is for you to decide whether you want this protection that I offer you or take your chances under the act of January 14, 1889, whereby the proceeds of your surplus lands, after your allotments are made, will go into the common fund of the Chippewas of Minnesota, and

each receive a proportionate share, but my offer secures the proceeds of this cession to you Indians of Red Lake Reservation alone.

It is to the interest of the Indians of the other Chippewa agencies of Minnesota to have you reject this proposition so that these lands may be opened under the act of 1889, that they may thus share in the proceeds, and the selfishness of some of those people has been such as to try and prevent and discourage you in accepting any proposition or entering into an agreement for any of your lands.

I wish, my friends, that I could understand and speak the Chippewa Indian language as well as my friend the interpreter here. If I could I would remain with you here this evening in your councils and am confident that I could convince you of the wisdom of your accepting this proposition. The white people demand the land and the Department officials desire to help you and allow you the best condition possible, which is evidenced by what I have offered you. I am on record, and therefore the Department is on record, in the offer that I have made you of \$3.75 per acre, a very liberal offer; the highest offer I ever made for land. I never gave more than \$2.50 per acre for Indian reservation lands in any agreement that I have made, the most of them being for a great deal less.

Now, bear in mind when you are considering this that the offer that I have made you is a very liberal one. This offer will go before the Department and go before Congress, and they will see that it has been made to you; and I hope that you will not reject it. If it is accepted by you it may be a difficult matter to have it ratified, but I feel reasonably sure that it will meet the approval of the Secretary of the Interior and Commissioner of Indian Affairs, and also the committees of Congress—that is, the Senate and House Indian Committees. Now, my friends, I have given you something to consider. I have made you an offer. There is not a man in this room, looking into your faces, but I can see has sufficient intelligence, and interest in his own welfare and the welfare of his people and those of the rising generation, but desires to do what is for the best interests of all. And if you think it is for your best interest and the interests of your children and grandchildren and those coming after you to let the agreement of 1889 continue to govern your affairs, well and good; but if you think that this proposition that I have made you is best, then accept my offer.

In considering this offer remember very particularly that your agreement of 1889 gives you only \$1.25 per acre for all the agricultural land, and that the proceeds of the sale of your reservation within the boundary lines, all over what you require for allotments, will be divided among the whole of the Chippewa Indians of Minnesota. On the other hand my offer protects you in your reservation and gives you 160 acres of land each, in case you consent to take allotments, and gives you \$960,670 for you people of the Red Lake Reservation alone, which the other Chippewas have no interest whatever in.

My friends, I have endeavored to place this matter before you in its proper and true light. Every statement that I have made you here since our councils began has been absolutely true, and I defy any person to controvert any one of them. I hope you will see the advantage to yourselves and to your children, and those coming after you, to accept the proposition. If you reject it I feel that I have done my duty, and no blame can rest upon me or with the Government, whose representative I am in these negotiations.

As I said in my first council, and my friend Kay gay gah bow oince said the same yesterday, we meet as friends, and if we do not conclude an agreement we will part as friends.

You now have my proposition; it is for you to consider. The question is before you and I will be ready to hear your answer at any time. It is a matter that you should deliberate upon with great care; you should look at it from all sides before you come to a conclusion. While I am ready for your answer at any time, I would prefer that you take to-night to think it over. Discuss it among yourselves and give me your answer to-morrow. We will now adjourn until you send for me. I will be ready to meet you at any time you send for me. I would suggest that we place the hour of meeting to-morrow at the same time we met to-day. In the meantime consider my proposition and what I have said to you very carefully, and any time, be it to-night or early to-morrow morning, if you want to ask any question send for me and I will come.

I will not detain you much longer, and if you are short of provisions while you remain here in our negotiations call upon Mr. Graves, who will provide for your needs.

Meeting adjourned at 4.30 p. m.

Council reconvened Saturday March 8, 2 p. m.

GAY BAY NO DIN. We would like one and all of the Red Lake Indians to understand what you have said in regard to these negotiations. One of our main spokesmen, who has been sick and not been in our councils heretofore, is here now and he wants to hear all that you have said to us and to speak to you and ask you a few questions.

Mr. McLAUGHLIN. It would be better for me to turn the typewritten minutes of our councils over to you and have the three interpreters remain here with you and explain each day's session. I will, however, state here for the benefit of those who have not been at all of our councils what my offer is. The tract of land that will be included in the cession, if we conclude an agreement, contains 256,152.28 acres. My offer is a definite lump sum—\$960,670—based upon the number of acres included in the cession calculated at \$3.75 per acre, and my suggestion was that the money be paid you in eleven payments, the first payment to be within ninety days after the agreement is ratified by Congress and the remainder in ten annual payments thereafter.

I stated that \$260,670 would be paid you in the first payment, and that it would leave \$700,000 to be divided into ten annual payments of \$70,000 each year for ten years. There are, according to the rolls of your agency, 1,332 Indians, men, women, and children, belonging on your reservation at the present time, and calculating upon eight additional for children that may be born, would make 1,340 persons, and for 1,340 persons it would be about \$195 for each man, woman, and child on the reservation for the first payment. The \$70,000 a year for ten years, divided among the same number of people, would give a little over \$52 per capita, it would be about \$52.20 a year for each man, woman, and child, each year, for ten years. Now, remember, I do not force this manner of payment upon you. That is for you to determine, if you would rather these payments to continue for fifteen or twenty years and have smaller payments each year, well and good. I only suggest this. It is for you to decide how you want it. If the chief who has been ill and unable to be present at our councils heretofore wishes to hear everything that has been said, I think the better way is as I have suggested. That is, take the minutes of our councils, which you people have a duplicate of, and have them read and explained by the three interpreters.

The matter is plainly presented there, and answers to all the questions propounded are given. I have the original of all our proceedings, which will be forwarded to the Department with my report and is in every particular the same as the copy you have. I have one copy for transmittal to the Department, and the other copy I turn over to you for reference. Now, it is for you to say whether you wish to have the interpreters explain them to you or not. I think it would be very well if you can take the time to do so. I will give you all the time that you need, because any agreement that we may enter into I wish you to understand fully and distinctly.

KAY GAY GAH NOW OINCE. My friend, it is very nice the way you have talked; it is a very good thing that everything that is said between us we are to distinctly understand, and to ask questions about the value of what you come to see us for. It is a very important matter what you come to see us about, and I am thinking over it very deeply. There is one question I want to ask you, and that is, Who was it that sent you here to see us?

Mr. McLAUGHLIN. The Secretary of the Interior, who is my direct superior. He represents the President of the United States in Indian matters.

KAY GAY GAH NOW OINCE. He gave you full authority?

Mr. McLAUGHLIN. Yes; full authority to negotiate an agreement with you people for the tract of land we have been talking about.

KAY GAY GAH NOW OINCE. Is there any authority given me that a proposition I make should be accepted?

Mr. McLAUGHLIN. That is what I am here to see you for, to discuss the matter with you. I have made you a proposition; you may make me a proposition. There are two parties to this trade; I represent the Government, who is one party; you Red Lake Indians are the other party.

KAY GAY GAH NOW OINCE. Well, my friend, the reason I ask you this, I have a good deal to say—lots of questions to ask. Are you positive that the proposition that I will make you will be accepted?

Mr. McLAUGHLIN. I can tell better after I hear it. I couldn't tell until after I know what it is.

KAY GAY GAH NOW OINCE. I have sent two delegations to Washington. I sent them there to look after our matters. Our delegations to Washington came back here empty handed, scarcely anything to tell. This is what I want to understand. Maybe I have been doing wrong. My friend, there is another thing, I want to see

your written authority. I have never taken the pains to do as I am doing now when anybody has been sent here from Washington to see me. My friend, that is the reason that I have said that we must distinctly understand each other. Well, my friend, we now wish to see your authority to negotiate with us for our land, and these Indians will think it over.

Mr. McLAUGHLIN. I cheerfully comply with your request. Here is my letter of instructions, which I will have read and explained to you by the interpreters.

(Interpreters Graves and Roy read and explain inspector's instructions to the Indians.)

KAY GAY GAH NOW OINCE. I am very glad.

Mr. McLAUGHLIN. You see, my friends, that I want to have everything honest and straightforward, and I wish to say to you, as you may understand from the wording of my instructions which have been read to you, that large discretionary power is vested in me in these negotiations. I am simply directed therein to be fair to the Indians and just to the United States. The meaning of the words "fair to the Indians" is to give you a fair and reasonable price for your land and provide for manner of payments which will be the most conducive to your welfare. The meaning of the words "just to the United States" is, not to pay more than the land is worth and to have the agreement such as will meet the approval of Congress. The word "justice" also means protecting you in your just rights. As I told you heretofore, the people of the United States constitute the Government and you are part of the people of the United States.

Now you have the matter before you, my friends, and you certainly must understand it, because I have taken great pains to make it very clear to you. The lump sum, \$960,670, is based upon the number of acres included in the cession, at the rate of \$3.75 per acre. That makes the definite lump sum stated.

I have already said that any of you now located on that tract who desire to remain there may do so, and the price of the number of acres required for allotments for those electing to remain will be deducted from the lump sum offered. It would make that lump sum proportionately less. As a friend of the Indians, and having your best interests at heart, I would advise all to come within the reduced reservation. You can only protect yourselves on the ceded tract by taking allotments, and if you remain on that portion you must take your allotments at once. You then become full-fledged white men in every sense of the word, and you will have white men all around you. The only advantage that you will have over the white man is that your allotments will not be taxed for twenty-five years, during the trust period.

Now, my friends, you should understand the whole matter very clearly from the way I have explained it. If you have anything to say to me I will remain in council; if not, and you wish to consider this matter further, I will now leave the room, and will return any time you desire to ask me any questions.

KAY GAY GAH NOW OINCE. Well, these men have listened to you; all that I called for from you. They will take the matter under consideration and have a talk among themselves this afternoon. There is something more that I want to tell you. The sum of money that you have been naming now; such promises as that is what I have been given in the past, naming great big sums of money to me. It is a shame the way I have been treated; for any man to come here and name big sums of money to me. I am glad that you are an Indian inspector. The money due us that we make complaints about, you must know why I don't get it. That is all I want to say in regard to these sums of money that you have been talking about.

Mr. McLAUGHLIN. I want to reply to my friend's remarks; they are very good. The sum of money that I offer is not based upon anything that is contingent, nor upon the appraisement of lands, nor upon the classification of lands, or anything of that kind. It is simply a trade. That is, you are giving so much land, for which the Government is giving you a definite amount of money at certain times. It is a straight business transaction with two parties to the trade. Men have not to be sent over there to see how many acres of land there are, or how many acres are good agricultural land, or how many acres are poor land, whether any of it is marshy, or how many acres of swamps there are. We simply buy the land for so much money, the poor with the good.

In considering this matter in regard to the cession of that piece of land and with reference to those who live on that tract of land, any of you who want to remain there, your names and the number of persons in your families should be given me so that I may calculate accordingly. If you remain there you have to take allotments, and your allotments will not be taxed for twenty-five years, but your personal property will be taxed. Within the reduced reservation it is different. Any of you located on the tract covered by the proposed cession who come in upon the reservation will be paid for what improvements you leave there—houses, fences, and any

other improvements. Each man will receive his own individual allowance. The payment for such improvements will not come out of the price I offer for the ceded tract; that will be made separate and apart from the land, and it will be so provided in the agreement. But those of you who remain out there must bear in mind that to hold your locations you must take allotments at once.

We will now adjourn until any time you send for me.  
Council adjourned at 3.30 p. m.

Council reconvened Saturday, March 8, 9 o'clock p. m.

Mr. McLAUGHLIN. My friends, I understand you wish to see me, and I am ready to hear what you have to say.

SHAH WREUM AH CUM IG ISH KUNG. My friend, now is the time that we must talk together.

The authority that you have from the Government, I have similar authority from the Indians here. These Indians have talked over your proposition and have done a good deal of thinking over the matter. They have never heretofore done as they do now in making up their minds to do one thing. The way it has been heretofore the Indians have accepted anything that the white man has proposed to them. You have the authority and you want to make a success of what you are sent here for, and we want to be successful also.

Now, my friend, I will tell you what I think is the value of what you come to ask me for. This is the piece of land that I was keeping for my children that you are here asking me for. I value my land, that you ask for, at \$10 per acre. That will be the only price that I will be willing to sell that land for. As long as earth lasts that land will be there. There is a great deal of money derived from lands that have been ceded by those Indians, and that is why I have set this price on the land you have come to get from me. We are talking here together; God is listening to us; that is why I do not want anything but the truth. That is all that I want to say to you.

KE ME WUM. I will now tell you the wish of these Indians that you come to visit, about the property you ask for. My friend, you have asked from me a good deal of land. That land is very nice land. That land that you came to ask me for is the land that I thought the most of, and that is the only piece of land that we have on the reservation that is of that quality. And now we have made each other understand the values that we have set. Of course I know that you are white and that you have riches; that you know how to take care of your riches, and that is why these Indians have told you that they know why you want this land. After that land is plowed, that you come to ask me for, it will increase in value. There is something else on that land which, if we cut and secure, we can sell, and that is hay. Now, God is a witness to what we have said to each other.

Mr. McLAUGHLIN. I want to first ask my friend here if he did not make a mistake in the price he set upon the land. It don't seem possible that he means \$10 per acre, because that price is out of all reason. Now, my friends, I explained the matter very fully yesterday when I made you the offer of \$3.75 per acre. It is \$1.25 per acre more than I ever offered for Indian reservation land or ever had to pay for such a cession. When I made you the offer I did it with full knowledge of what I was doing. I drove over your land, through about the center of it, and over the best portion of it, along Red Lake River from Thief River Falls to this point. It would be a great pleasure for me to give you a higher price for your land if I thought it was worth more and thought that Congress would ratify it. I know there are men in Congress who will oppose it very much at the price I offer, but I believe a sufficient number will understand its value and accept my report upon it.

The Department officials, knowing me to be conservative, have confidence in me, expecting me to deal fairly both with the Indians and with the Government, and therefore don't hamper me much with instructions, leaving matters largely to my judgment, and the only fault found with me is that they think I sometimes allow too high a price for land. I can allow a higher price for your lands than a person who was not so familiar with the work, for the reason that from my many years' continuous service with the Indians my reports when they go before Congress receive due consideration. I believe in offering Indians a good price for their lands in the beginning, rather than start at lower figures and finally allow what should have been offered in the beginning. That is why I allowed you so high a price. I also offered to increase the acreage that you might take as allotments, doubling the quantity that you are entitled to under present laws. My friends, I am not insisting on your taking allotments at this time, but I want you to understand the advantages of having the privilege of taking double the amount of land that you are now entitled to when you do take allotments, and have a provision to that effect in any agreement that we

may make. This is a matter for you to determine, but I am advising you to accept such, as it will be for your best interests. Many of you old people may not care for allotments, but your children will need them, and to have the privilege of taking 160 acres instead of 80 acres will be of great advantage to all of you.

I am inclined to think that my friend who asked such an exorbitant price for the land a few minutes ago and with whom I have been talking Sioux must have been joking when he said he wanted \$10 per acre. If I should entertain such a proposition I would be regarded as having lost my reasoning faculties and would be called back to be doctored.

Now, my friends, I want to state another reason why I have been sent here without being hampered and tied down by instructions, which is that the Department believes me capable to negotiate an agreement that Congress will ratify; also that I know it would be useless for me to conclude an agreement with you people that would not be accepted by Congress, at least without reasonable belief that it would meet with approval. The price that I have offered you represents a large sum of money; if that money should all be in silver dollars, it would take a great many teams and wagons to haul it. Now, I will repeat the sum again. At \$3.75 per acre, that land amounts to \$900,670. The first payment would be made to you within ninety days after the agreement is ratified by Congress; that is about as soon as the money could be gotten around. It would be \$260,670 for the first payment, or about \$195 apiece for 1,340 persons, which would be 8 persons more than you now have on your rolls.

After this large first payment, it leaves \$70,000 a year for ten years. That is the amount for 1,340 persons as now on the rolls of your agency, and divided among that number would be \$52.20 for each man, woman, and child each year for ten years. You see my friends that this is a very large amount of money. In silver it would be over 31 wagonloads; it would be over 31 tons. The amount of money is very easily spoken, but if you think it over you will see what it represents. The great advantage of this payment is that it is a plain business transaction; it is not contingent or dependent upon any outside matter. The first payment would depend entirely upon when the agreement would be ratified by Congress. If I get this agreement before Congress any time within the next ten days, I hope to see it acted upon this session. Congress has two sessions. The first session is a long one, and the second session is a short one. This is the long session, and therefore no knowing when it adjourns. However, as soon as the agreement would be ratified you would receive your first payment within ninety days thereafter.

Now, my friends, I do not see how I can add anything more to my explanations. Everything that I have said to you up to the present time has been taken down here by the stenographer. Every word that I have said and what you have said is recorded here and a copy is left with you. It is unnecessary for me to say anything more, and I hope you will see the wisdom of accepting this liberal offer that I have made you. This is Saturday night, and I would like very much to come to some agreement with you this evening, that I might prepare the agreement. I never hold any councils on Sunday, but I could make out the agreement so as to have it ready to read to you Monday morning. It would take me some time to prepare it; it is several hours' work. The agreement would be written in duplicate, one copy forwarded to the Secretary of the Interior and the other left here at the agency. After it is signed by me, and by you people, and the witnesses, not a single word, letter, or punctuation mark of it can be changed without coming back for your concurrence. It has to be accepted entire, else rejected in toto.

One thing must be determined before I can write out the agreement, and that is to ascertain the number of you people, if any, who intend to remain on the ceded portion. If they all come in here, it is very simple. What I mean by being "simple" is that in case they all decide to come in the amount of money that I have stated to you will remain just as stated, but if any decide to remain on the ceded tract I have to allow 80 acres of land for each person so remaining. It will reduce the total amount proportionately, and we would not have to make any allowance for payment of improvements of the persons remaining there. Now, my friends, you have the question before you; it is for you to decide.

AID DUS O KE ZUM. Well, my friend, I do not want to stay over there. I want to come within the reservation.

Mr. McLAUGHLIN. Every person that moves in from there upon the diminished reservation will receive a certain amount in proportion to the value of his improvements. Some of the improvements are better and worth more than others.

BAY BAUM E GISH E WAY SKUNG (GEORGE HYLANDING). Well, my friend, I will say to you what I think. I make my expressions just as these Indians here have talked matters over. We want the treaty of 1889 amended. We want to make

a treaty with you. We want to accept a treaty from you, if you can pay us a little more than what your offer is. I have my house over at Highlanding; I don't want to remain there. I want to come in upon the reservation.

Mr. McLAUGHLIN. I wish to say something now that will only interest those people who are living on that land that will be ceded. Coming through that section I noticed a number of well-kept graves along the way. The relatives will probably want to bring these into the reservation when they come. I will add to the price offered sufficient to pay for removing the dead to the diminished reservation, if they wish to bring them in here.

SHAH WREUM AH CUM IO ISH KUNG. One thing that has been making me feel very bad is that I have a grave out at my place. I did not want the white man to disregard the grave. I came up here from there some time ago, and a Norwegian set my house on fire and burned it up. The only thing that I have there now is the little garden that I had when I had my house. I don't want to stay over there. I want to come here. It is the wish of all the Indians to have us Indians out there to come in upon the reservation, and it is also the wish of all of us out there to come in.

GIE ME WREUM. We are not quite through with our talk with you. We have already told you about our former treaties and all that is lying around us. That is what we will attend to to-morrow. We have only said a little to you of what we want to say. One and all of us want this reservation that will be left here for us to remain intact for at least forty years, so that nobody can disturb us in that time. The coming generation will probably do different when they grow up. They will probably hear the old people talk about pine in their days. That is what we are going to leave to our children. We want to hold this land for forty years before it can be sold. If disposed of we have to give our consent to the Government.

Mr. McLAUGHLIN. My friends, you all look pleasant, and I feel pleasant also. I think we are just in the right humor for some of you to rise up and say that you accept my offer, and then designate about six men, two or three of your young men who speak, read, and write the English language and two or three of you old men, to come with me to the office and prepare the agreement, so as to have it ready for Monday morning. Remember, my friends, it requires the signatures of all of you people. You have been very patient in remaining here all week, but I want you to remain until I have your names to the agreement. After that you are at liberty to go to your homes. I don't want to tax your patience too far; but if you will remain here to-morrow and Monday, I would like it very much. I have arranged with the overseer, Mr. Sullivan, to get some beef and have it here Monday morning for you people, and I hope that those of you people here to-night will send for your friends who have gone home, or who have not been at any of our councils, so that they may be here Monday to sign the agreement.

Now, I put the question, Do you accept my proposition and will you appoint the committee to meet me to-morrow at 1 o'clock at the office to commence preparing the agreement upon the lines that we have been talking of?

(No answer.)

I wish to say that after the agreement is prepared it will be brought here in council and read to you. Every word will be explained to you, section by section and paragraph by paragraph, so that you will understand it before any of you are asked to sign it.

GAY BAY GON BOW. We will excuse you for to-night, for we wish to stay here and talk over the matter.

Mr. McLAUGHLIN. I will retire from the council, and if you accept my proposal let me know, so that I may prepare the agreement, and I will say before bidding you good night that I hope you will see the wisdom of accepting my offer and come to that conclusion to-night, so that I can prepare the papers to-morrow.

Council adjourned Saturday 11.30 p. m.

Council reconvened Monday, March 10, 9.30 a. m.

Mr. McLAUGHLIN. My friends, we adjourned Saturday night, and I was expecting a reply sometime during the night, but am very well pleased that you have taken this time to consider the matter and that you have had two nights and all day yesterday to deliberate. You are probably ready now to give me a definite answer, and I am ready to hear your decision.

GAY BAY GON BOW. When we were here together night before last we said at that time that \$10 per acre would be the prices we would ask for that land. There was a mistake made; we didn't mean to ask \$10; it was \$5. It was \$5 an acre that we meant, and therefore we want to put this price of \$5 an acre before you for your consideration; but if you will not give us \$5 per acre we will insist upon \$4 per acre, and will not accept anything less. We wish to hear if you will allow us \$4 per acre.

My friend, we have been meeting here for quite a long time now, and of course the Indians have wished to talk over matters, and find out which would be the best for them, and for that reason we have taken so much time. This year has been very uncomfortable and I think now that we ought to come to an understanding and conclude our agreement to-day if possible. We put this matter before you for your consideration, and we want you to think it over and see if you can agree with our wishes after you have given it due consideration.

Mr. McLAUGHLIN. My friends, we are now very close together as to price. It is certainly very gratifying to me to hear your proposition of this morning. It would afford me great pleasure to meet your wishes as to the price, and while there is some discretionary power vested in me in this matter, you must bear in mind that any agreement we may conclude must be such as will meet with Department approval and ratification by Congress. It would be absurd to enter into an agreement with you that I know would be rejected, and must therefore be such as I have reason to expect will meet with approval.

If you people will promise me to pay for the improvements of those who are now located on the tract ceded and have elected to come within the diminished reservation, also for the removal of the dead buried within the cession, I will make you another proposition. The amount that I am going to recommend for the payment for the improvements of those people is \$4,200 and for the removal of the dead \$800, making a total of \$5,000. If you will promise that out of the first payment made to you of this purchase money that every man, woman, and child (beneficiaries of the payment) will turn over to the disbursing officer who makes the payment the sum of \$4 each, so that he may pay to each of the persons to be compensated for his or her improvements thus abandoned, which will be paid to such persons in proportion to the value of their respective improvements and for the removal of their dead to the diminished reservation, I will make the lump sum consideration \$1,000,000. The first payment of which to be \$250,000 within ninety days after the agreement is ratified and the remainder, \$750,000, to be divided into fifteen annual payments of \$50,000 each. I make this offer as we are now so near together on price, and this is more than splitting the difference with you. The period of annual payments is extended in this offer to fifteen years instead of ten years, as in my former offer, but I think this longer period better for you, especially with the increased offer.

I have a list of the people who have improvements on the tract of land that will be ceded. There are 42 families, a total of 129 persons, on the tract. I intended to have an item of \$4,200 for the improvements that those people have done on that land and \$800 for the removal of the dead, making a total of \$5,000 to be paid to those people who come in here on the reservation. If you will meet that expense I will meet you part way on your proposition, and, in case you accept my proposition, the manner of payments will be somewhat changed from the suggestion that I made you in the first offer. My friends, you have been so good since we have assembled in our councils and been so patient and willing to discuss this matter so thoroughly among yourselves, and so very gentlemanly with me, that my heart has warmed for you very much, and I want to do the very best for you that can be gotten through Congress.

There are 1,332 of you people on the rolls to-day, and if each of you persons turn in \$4 out of the first payment it would make more than the necessary \$5,000. Turn this amount over to your agent for him to pay to those of you who abandon your locations in the ceded tract, in proportion to the value of the respective improvements. On those conditions I will give you an even million dollars for the cession (that is a fraction over \$3.90 per acre), of which amount I would have the agreement provide for the payment to you of \$250,000 for the first payment within ninety days after the ratification of the agreement, and figuring upon 1,340 persons, as in the other proposition, would be \$186.55 per capita for each man, woman, and child for the first payment, and the remaining \$750,000 to be divided into fifteen annual installments of \$50,000 each, which, figured upon a basis of 1,340 persons, would be \$37.30 per capita for each man, woman, and child for fifteen years.

Now, my friends, you have heard two propositions from me, the one of \$960,670 which I have offered you before, with \$260,670 for the first payment and ten annual installments for the remainder, and I will add \$5,000 to that first offer to pay Indians coming within the diminished reservation for their improvements on the ceded tract and for removal of their dead. You now have both my offers. In the first offer the Government pays for the improvements of those who abandon their improvements out there. My second offer is over \$39,000 more, but you are to reimburse the Indians coming in from the ceded tract, the amount of which is not to exceed \$5,000. My first offer provides for one large payment and ten annual



installments for the remainder. My last offer is \$1,000,000, with one large payment and remainder in fifteen annual installments. My last offer is \$34,330 more than my first offer, after providing \$5,000 for removal of the Indians.

Now, my friends, had you not been so patient and reasonable in your demands I would not have made you this offer, and it may meet with disapproval, but I hope my report in the premises will make it properly understood by the Department and by Congress, and that it will be accepted. A million dollars in even money; you can all keep track of that; there is no fraction of dollars in it. One-fourth of the entire amount—\$250,000—is for the first payment, the other three-fourths, or \$750,000, will be paid to you in fifteen annual installments of \$50,000 each.

My friends, I am very reluctant to make you this offer, but you have done your part real well, and I feel that I want to do the best I can to meet your wishes. Now, you can determine upon which of these propositions you will accept, and I am ready to prepare the agreement on either offer, but above this last offer that I have made it is absolutely impossible for me to raise one cent.

Council adjourned at 11 a. m., Monday, March 10.

Council reconvened Monday, 2 p. m., March 10, 1902.

Mr. McLAUGHLIN. My friends, I have responded to your call. I am now here to receive your answer.

WAM WAH WE YAZ CUMIG. I want to say a few words to you just as I think. It is twice now that I have come to the councils that you have been holding with the Indians here, and the first time I was here you was called on to show your authority. When your authority was read, I felt that I understood it thoroughly. I listened attentively to the reading of your authority to see if I could catch anything that would cause me to be afraid of anything, but I could not see anything of that in the authority when it was read to me. The authority that was given you, as it was read to me and as I understood it, you have the authority to come here and make a treaty with the Indians, one that will be fair to each side. Everybody was glad when they understood your authority, that in making the treaty it should be for the benefit of both sides, and anything done should not be unjust to either side, and that anything done should be for the good of both sides.

So, my friend, you don't want to be surprised if it takes us long to come to a conclusion, as we must think what will be the best for us to take. We will think of what you have said, and then we will make up our minds as to which will be the best for us. We don't expect to labor very long until we come to a conclusion. We are getting close to an understanding, and it won't be long now until we make an agreement. We have told you that you must take our proposition if we cede the land that you are asking us for, and must make the treaty on our proposition. There are a few more wishes that we are going to place before you for your consideration and to hear what you will say regarding them.

I do not think, if your authority had been otherwise than it is, that I would have sat in one place longer than a second unless you would have given me a new mind or have made a different man out of me.

I will now bring up the discussion that these men have had since you left this room. There is nothing outside that we want to talk about, only what we are talking about inside shall be included in our treaty. In regard to the division that you said would be made of the money coming from this treaty, we expect that all of it will be included in the payment, also to pay certain Indians for their improvements abandoned and for the removal of their dead. We had a general discussion in regard to the first payment that will be made. We discussed about the first payment and decided that each Indian should receive \$200, so we have placed it before you to hear if you will accept our proposition, and to figure up how much money we will receive for the balance of the fourteen years after the first payment. That is one matter that we want you to consider. We want \$300,000 for the first payment, and the balance, \$700,000 to be paid in fourteen years after that. This would also make the payments one year shorter than what your proposition is. As soon as we hear what you have to say to our last proposition we will have something more to say to you.

Mr. McLAUGHLIN. I am very much pleased that we are so near agreeing, and I wish to reply to the question of my friend. His desire is for a larger first payment. I considered that matter well before making you that last offer, and I reached the conclusion that this amount of payment was best for you. My offer for the first payment is just one-fourth of the entire purchase price, the remainder to be paid in fifteen annual installments. Now, if you will consider you will see the disproportion of what you are thus to receive with that you are to receive during the following fifteen years. It would not be to your interests to receive any more of the money

the first year than what I propose. In offering you \$260,670 in my first proposition I was simply getting rid of that odd money, the odd dollars. But when I increased the price of your land nearly \$35,000, I then had to make different calculations for the annual payments.

My friends, if there is any one thing that will be more of a stumbling block than any other in the ratification of this agreement it will be the large first payment. You will remember when you heard my instructions read the other day, that I was directed to be fair and just to the Indians and to the United States. I have not only been fair to you, but I have been liberal in prices, and to be just to you I have to take into consideration that which will be of the greatest benefit to you in the manner of payment. My friends, that is a very large first payment. I have made the calculation, and it will be about \$188.55 for each man, woman, and child, figuring the number at 1,340 persons. It will be about \$932.75 for a family of five persons for the first payment. Then the \$50,000 annual payment would give each of you about \$37.30 annually for fifteen years. My friends, the proposition that I have made to you is far better than any other disposition that could be made out of those payments, and to provide for the payment to continue for five years longer than we first talked of influenced me largely in increasing the price, so that you old people would thus have ample to provide for your wants the remainder of your days, and with this means your young men had ought to be in comfortable circumstances by the time the annual payments terminate.

I have been very liberal to you, my friends, in the offer that I have made, both as to price and manner of payment, and you must at least give me sufficient grounds upon which to base an argument that would probably carry the agreement through Congress, but to give you the large amount of \$300,000 in the first payment I would fear the outcome. You will see, my friends, that my proposition will be best for you after considering it, and much as I would like to meet your wishes in the premises, it would not be advisable, and I therefore can not consent to your request. Remember now we have reached an agreement as to price, and the manner of payment that I propose is for your best interests. The agreement will protect you along the lines that we have talked of in our councils, and I therefore hope that you will see the wisdom of accepting it without further question.

WAM WASII WE YEZ CUMIG. Well, my friend, I will now place before you what we are ready to say. In my treaty here I only want to say, before we have the treaty written out and prepared, that I give you the land that you come to ask for. I cede that land to the United States and also accept your proposition in the manner you have proposed that the money shall be paid to us. Now we will commence and place before you our proposition which we wish to have included in the agreement we make with you. When we conclude a treaty here between us we are aware that it is not binding upon us until it is ratified by Congress, and of course we will have a copy of the agreement and after Congress ratifies the agreement we will know that the agreement is binding, and we will expect that every clause in the agreement will be binding and that it will be fulfilled. In placing before you our proposition which we wish to include in the agreement there will be certain matters which we will insist upon, which we wish very much should be included in the agreement.

In making the agreement we wish an article included that in case the Government should not fulfill the promises, or if we should miss any of the promises that you have made here, which our treaty will show, we wish to have the privilege of going to Washington to let the officials know what we think is missing. We want it also stated in the agreement that when the agent comes to make the payments we want the money divided among the Indians—we don't want any money left unpaid. We wish some of our young men who can read and write to see that all of the money that the agent is authorized to pay us is equally divided among us. I don't think it has been done heretofore in payments to the Indians. Our wish is that every cent of the money will be divided among the Indians, and we don't want anybody to stick any of it in his pocket. My friend, we want to understand each other fully what our wishes are. We are prepared to close our treaty to-day and make an agreement with you, but we want to make a good agreement. We have set before each other certain propositions, and I wish them to be included in the treaty. After we have the agreement written out and before we commence to sign it we want to place our grievances before you. We will have these things written out and ready. The act of 1859 will be one of our grievances. The treaty that we are going to make is going to be a new law, and the grievances that I refer to is on account of the act of 1859. After we have submitted these different things we will be ready to sign the agreement, which, however, will not be binding until Congress ratifies it.

GAY BAY GAH NOW OINCE. You have listened to the man who has just got through talking. He was authorized to talk to you. The territory that he spoke about was

the property that we thought the most of. This is one reason why we want to make a good treaty for it. The reservation that will remain after ceding the western portion we wish you to do all in your power to help us hold it as a permanent reservation. This is the main thing that we wish to include in the agreement; that we are going to hold this reservation. It must be distinctly understood in the agreement that we shall hold this reservation after we have ceded the land you are asking us for.

Mr. McLAUGHLIN. My friends, I wish to say that I am very glad to have our friend here, who has been so ill, and that he is able to be with us to-day. He has presented your case in a very commendable manner; and I will have words in the agreement that will, as far as possible, cover the points raised by your speakers. As I told you the other day, I prepare my agreements with great care, so that every word will have but one meaning, no two or more meanings to the same word. I have already been thinking of this matter a great deal and have considerable of the agreement prepared.

I will now go to the office and write out the agreement in full, and will make two copies of it, one of which will be left with you. When it is prepared and ready for your signatures, I will bring it here and have it interpreted to you section by section so that every word of it will be understood. It will be on the lines that we have discussed and the conclusions we have reached. When you have heard this agreement read you will see that it covers all important points. In regard to your claims that you speak of we have them all down in our minutes, which you have a copy of. The minutes of our councils show your claims as stated by you, and will go forward with the agreement. And apart from this, I will submit the substance of them as promised when I said if we concluded an agreement, your grievances would not only be submitted in the minutes of our councils, but that I would also refer to them in a special report.

My friend raised the question about the entire amount of money that you would be entitled to under the proposed agreement. I will explain that. I make all my agreements read very clearly and you would understand yours. There can be no mistake about the payments, for the reason that each payment for a certain amount of money would be distinctly provided. You all know that you would receive \$250,000 the first payment. Any of your young men who can read and write, and there are a number of them here, can take the rolls and ascertain the number of people that are going to share in the payment, and divide the total amount of money by the number of persons, and you then have exactly the amount each one should receive. The entire amount will be paid out equally among you, not one dollar of it will be returned to the Treasury. The same applies to the subsequent payments, the following fifteen annual installments. You can divide the amount of money by the number of people and find out whether you are getting the right amount of money or not. I am very glad, my friends, that your speaker has raised this question, as it has enabled me to explain it to you. I have now answered all of your questions and will proceed to the office and prepare the agreement. I want you all to be here when I return to hear the agreement explained. I will have duplicate copies of the agreement, and after I explain it one copy is left here with you, the other I forward to Washington. I want you all to remain here because our many councils and long discussions would amount to nothing unless you remain and sign the agreement when it is ready for signature.

WAM WAAN WE YEZ CUNIG. I want to say a little more to you in regard to the payment. We would like to have the money paid to us in currency or silver, for it is very hard for us to get a check cashed here.

Mr. McLAUGHLIN. The agreement will provide that it be paid in cash.

WAM WAAN WE YEZ CUNIG. Another thing I want to say to you is when anybody starts to deliver anything to its destination if he loses it on the road he must go back and recover it. We don't want to be losers by anything that would be lost.

Mr. McLAUGHLIN. You would not be losers by any loss of money by the disbursing agent. He would be responsible for all the money placed in his hands for you until it was paid and your receipts for same obtained.

WAM WAAN WE YEZ CUNIG. Joseph C. Roy will now read to you in our language the paper we have prepared, which I referred to a while ago.

JOSEPH C. ROY (reading; Peter Graves interpreting). First. We accept your offer of \$1,000,000. We will pay the Indians located on the ceded tract for the improvements they abandoned and for removing of their dead.

Second. In ceding the western portion of the reservation, which embraces about 256,152 acres, we wish the balance of the diminished reservation to be held in common by the Red Lake Chippewa Indians.

Third. The pine on our reservation not to be cut without our consent, except as may be required for our own use, and that we may cut all dead and down timber, other than pine, for our use and benefit.

Fourth. We not to be forced to take allotments until such time as we deem proper and consent to same. And we want it provided that each man, woman, and child shall be entitled to 160 acres.

Fifth. No railroad to be built inside of our diminished reservation, or permission given by the Indian Department for such without obtaining our consent.

Sixth. The United States Government, or any other party, shall not construct a dam or cause one to be built on our reservation without first obtaining our consent.

Seventh. Any person who is not a member of our band to be removed from our reservation when so recommended by a majority of our people.

Eighth. Any person who is not on the census rolls of our agency shall not be admitted on our census rolls without first obtaining the consent of a majority of our people.

Ninth. That all the claims which we have against the Government shall be referred to the Court of Claims for adjudication, with the right of appeal to the Supreme Court of the United States.

Tenth. That there shall be no seine or pound nets set to catch fish in the waters of Red Lake.

Eleventh. After all pine timber on the ceded lands of our reservation under the act of 1839 has been cut, making the water ways for the removal of the timber no longer necessary, the water ways for commercial purposes within our reservation to be closed.

Twelfth. In making the agreement now under consideration the name of the Indians of this reservation heretofore known as Red Lake and Pembina bands of Chippewa to be changed so as to be hereafter known as the Red Lake Chippewa, as all Peminas of this reservation have become Red Lake Indians by intermarriage or long residence.

Thirteenth. It must also be provided in our new agreement that the present law be so changed as to give the Red Lake Indians all moneys collected from fines imposed upon whites for trespassing upon our reservation.

Mr. McLAUGHLIN. The privilege of cutting dead and down timber can only be legally done by obtaining authority of the Department.

The present law prohibits persons not belonging to an Indian reservation from remaining thereon or coming upon it without permission from proper authority, and all persons violating such law can be summarily removed.

It is now the policy of the Department not to admit anyone to the rolls of an Indian agency without the consent of a majority of the Indians interested has been first obtained.

The laws of the respective States govern in regard to fishery laws as they do in game laws, and the right to free use of all navigable waters to all citizens of the United States is provided by our Federal laws.

Federal and State laws also govern in regard to construction of dams such as you refer to, and any damage done to the property of individuals has to be paid for by the parties who are benefited by the construction of such dams. This would apply to your reservation lands, should any of your lands be damaged so as to make them less valuable.

Our present laws give the right of appeal to the Supreme Court of the United States with any case originating in the lower court and regularly carried up to the Supreme Court. The privilege of having a case adjudicated by the Court of Claims is usually authorized by act of Congress. No authority is vested in me in these questions, and, therefore, can not be considered by me. But your statements in regard to these matters will appear in the minutes of our councils, which will be forwarded with our agreement, and will, if agreement is ratified, appear printed in the public document.

Regarding the name Red Lake and Pembina bands of Chippewa Indians, as you people of Red Lake Reservation have heretofore been known by, I regard it unnecessary to continue that name hereafter, as those of you who were formerly of the Pembina band have now almost, if not entirely, lost your identity as Peminas, having been merged into the Red Lake band by intermarriage or long residence. Our agreement will provide that only those Indians belonging on the Red Lake Reservation will share in its benefits, and that you possess your diminished reservation independent of any other of the Chippewa bands.

We will now adjourn so that I may prepare the agreement.

Council adjourned at 4 p. m., Monday, March 10, 1902.

Council reconvened Monday, March 10, 7.30 p. m.

Mr. McLAUGHLIN. I will say, my friends, that I have the agreement prepared and I will now read it to you if you are ready to hear it.

**GAY BAY GAY BOW ONCE.** The reservation that will be left after we cede the western portion, we want it to be an Indian reservation for all time to come, and that we shall never be required to take allotments within the boundary thereof. That is the wish of the Indians here. That is the most that they hate. That is what they are afraid of.

**Mr. McLaughlin.** My friends, that question has been discussed a great deal since we commenced our councils. I have told you that there would be nothing in the agreement that we are entering into that would compel you to take allotments. That is a matter in the future and entirely with yourselves. But as this is probably the last agreement you will ever have in regard to any of these lands, at least for most of you old people, I deem it very important that you have a provision in the agreement that will provide for your taking allotments in case any of your people should want to; but there is nothing obligatory in the matter, and the way the law stands now, what is called the general allotment act, each person is only entitled to 80 acres of agricultural land. Furthermore, pine land or other timber land is not classed as agricultural land for allotment purposes. I want to provide for you in the future, so that any time you may take allotments you will have the privilege of taking pine lands, and that when you do so you will be entitled to 160 acres each—every man, woman, and child—regardless of the classification, whether agricultural or pine land.

My friends, the way I have the agreement prepared, which I will read to you, your interests are fully protected. I will take pains to make clear every paragraph in the agreement, and I will not tell you anything that is misleading. I will tell you exactly the meaning of each sentence and each word. Now, these two copies of the agree(ment) are written at the same time. The typewriter made the same impressions on each at the same time, therefore the one is an exact copy of the other. Now, I will have one of your young men hold that copy, which is the one that will be left here at the agency. This in my hand is the original, which I will read, and after it is signed will forward to the Department. This is the copy that the signatures will be attached to.

(Mr. McLaughlin reads the agreement.)

You have now heard the agreement read, and the three interpreters say that it is exactly as it is written here.

I will now sign the agreement on the part of the United States, and you must all sign it after me, so as to complete it.

**TEEN JE GWON ABE.** I want to speak to you. God is listening to what we have been saying. God is a witness to this agreement. We want this agreement so that the nice can not break into it, as they have to the other agreements. Our diminished reservation must remain intact for all time.

Inspector James McLaughlin then signs the agreement, followed by Chief Kay bay no din and others until 108 of the Indians present had signed, and council adjourned at 11 p. m. Monday, March 10, 1902.

I hereby certify that the foregoing is a true and correct transcript of the proceedings of councils held by James McLaughlin, United States Indian inspector, with the Indians of the Red Lake Indian Reservation, Minn., from March 4 to 10, inclusive, 1902.

FRED. DENNIS, *Stenographer.*

RED LAKE AGENCY, MINN., March 12, 1902.

This agreement, made and entered into this tenth day of March, nineteen hundred and two, by and between James McLaughlin, United States Indian inspector, on the part of the United States, and the Red Lake and Pembina bands of Chippewa Indians belonging on the Red Lake Reservation, in the State of Minnesota, witnesseth:

**ARTICLE I.** The said Indians belonging on the Red Lake Indian Reservation, Minnesota, for the consideration hereinafter named, do hereby cede, surrender, grant, and convey to the United States all their claim, right, title, and interest in and to that part of the Red Lake Indian Reservation situate within the boundaries of Red Lake County, Minnesota, as said county is at present defined and organized, the tract hereby ceded, being more particularly described as embracing all that part of said Red Lake Indian Reservation lying west of the range line between ranges thirty-eight (38) and thirty-nine (39) west of the fifth (5th) principal meridian, the tract of land hereby ceded approximating two hundred and fifty-six thousand one hundred and fifty-two (256,152) acres, and also hereby agree that all of said Indians now residing on the tract hereby ceded shall remove to the diminished reservation within six months after the ratification of this agreement, and shall be paid not exceeding five thousand (5,000) dollars in cash by the Indians of said Red Lake Reservation

out of the first payment received by them from the proceeds of this cession, said five thousand (5,000) dollars, or so much thereof as may be necessary, to be paid equitably to those thus removing, in proportion to the value of their respective improvements, which payment by said Red Lake Indians shall be in full for all improvements which they will abandon, and also for the removal within the diminished reservation of their dead from where they are now buried on the tract hereby ceded.

**ARTICLE II.** In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement, the United States stipulates and agrees to pay said Indians, in the manner hereinafter provided, the sum of one million (10,000,000) dollars.

**ARTICLE III.** It is understood that the amount to be paid to said Indians, as stipulated by Article II of this agreement, the sum of two hundred and fifty thousand (250,000) dollars, shall be paid in cash, per capita, share and share alike, to each man, woman, and child belonging on said Red Lake Indian Reservation, within ninety (90) days after the ratification of this agreement, and the remainder of said sum of one million (1,000,000) dollars, viz. seven hundred and fifty thousand (750,000) dollars shall be paid in cash, per capita, in fifteen (15) annual installments of fifty thousand (50,000) dollars each, the first of which fifteen annual installments to be paid in the month of October of the year following that in which payment of the said two hundred and fifty thousand (250,000) dollars is made, as provided in this agreement, and in the month of October of each year thereafter of the succeeding fourteen years, covering the period of said fifteen annual installments.

**ARTICLE IV.** It is further agreed that the said Indians belonging on the said Red Lake Indian Reservation, Minnesota, shall possess their diminished reservation independent of all other bands of the Chippewa tribe of Indians, and shall be entitled to allotments thereon of one hundred and sixty (160) acres each, of either agricultural or pine land, the different classes of land to be apportioned as equitably as possible among the allottees.

**ARTICLE V.** It is understood that nothing in this agreement shall be construed to deprive the said Indians belonging on the Red Lake Indian Reservation, Minnesota, of any benefits to which they are entitled under existing treaties or agreements not inconsistent with the provisions of this agreement.

**ARTICLE VI.** This agreement shall take effect and be in force when signed by the United States Indian inspector, James McLaughlin, and by a majority of the male adult Indians, parties hereto, and when accepted and ratified by the Congress of the United States.

In witness whereof the said James McLaughlin, United States Indian inspector, on the part of the United States, and the male adult Indians belonging on the Red Lake Indian Reservation, Minnesota, have hereunto set their hands and seals at Red Lake Indian Agency, Minnesota, this tenth day of March, A. D. nineteen hundred and two.

JAMES McLAUGHLIN, [SEAL.]  
United States Indian Inspector.

No.	Name.	Mark.	Age.
1	Kay bay no din (chief) .....	x (Seal.)	67
2	Mays ko ko noy ay (chief) .....	x (Seal.)	70
3	Pay aho ke zhig (chief) .....	x (Seal.)	85
4	Nay ay tow ub (chief) .....	x (Seal.)	64
5	Ah num e ay ko zhig (chief) .....	x (Seal.)	76
6	Teen je gwon abe (chief) .....	x (Seal.)	63
7	Kay bay gah bow (chief) .....	x (Seal.)	65
8	Ray baun e ke zhig waish kung .....	x (Seal.)	67
9	Wah we yay cumig .....	x (Seal.)	62
10	Mo sah bay .....	x (Seal.)	89
11	Ke me wun .....	x (Seal.)	49
12	Dny be ke zhig .....	x (Seal.)	62
13	Ain dus so ke zhig .....	x (Seal.)	76
14	Nay nah e gwon abo .....	x (Seal.)	70
15	Nay gah bow .....	x (Seal.)	47
16	Kay bay gah bow aince .....	x (Seal.)	60
17	Joseph Gurneau .....	x (Seal.)	42
18	Way we zhe gwon ayaush .....	x (Seal.)	63
19	Kah ke zhe baush .....	x (Seal.)	76
20	Ah be tae ke zhig waib (John Thunder) .....	x (Seal.)	64
21	Ah be tah aun ai quod (Wm. Gurneau) .....	x (Seal.)	67
22	Way me tig osh e wah cum ig .....	x (Seal.)	80
23	Joseph B. Jourdain .....	x (Seal.)	81
24	Alexander Jourdain .....	x (Seal.)	62
25	Ke ne we gwon ay aush .....	x (Seal.)	81
26	Alexance Jourdain .....	x (Seal.)	44

No.	Name.	Mark.	Age.
27	De war biek ogwon (Joe Thunder)	x (Seal.)	45
28	Ay watis se ke zhiig (Thos. Gurneau)	x (Seal.)	42
29	C. A. H. Beaulieu	(Seal.)	56
29	William Beaulieu	x (Seal.)	24
31	Pe avush	(Seal.)	76
32	Frank Gurneau	x (Seal.)	56
33	Oke mah wub (Sam Sayers)	x (Seal.)	37
34	Joe Omen	(Seal.)	24
35	Amos Bigbird	(Seal.)	37
36	Samuel Mills	(Seal.)	31
37	Me ke sceene (Joe Mison)	x (Seal.)	31
38	Louis Jourdain	x (Seal.)	37
39	Kah ke gay aun ah quod	x (Seal.)	42
40	Louis Gurneau	(Seal.)	39
41	Aysh quay gah bow	x (Seal.)	53
42	Kah min way way ke zhiig	x (Seal.)	23
43	Muy dway cumig ish kung	x (Seal.)	41
44	Kah ke gay be nua	x (Seal.)	46
45	Kah we tah bid (Peter Sumner)	x (Seal.)	49
46	Muy mansh kow e gah bow	x (Seal.)	61
47	Kah ke gay nung	x (Seal.)	51
48	Nay tah we ke bo nais	x (Seal.)	55
49	Way way nub (Charlie Ward)	x (Seal.)	32
50	Ke ntw (No. 2)	x (Seal.)	31
51	Kay bay osh dung	x (Seal.)	36
52	Te bish ko ke zhiig	x (Seal.)	25
53	Nah gaun ub e tung	x (Seal.)	25
54	She bah yaun ah quod	x (Seal.)	29
54	Wm. Sayers	(Seal.)	37
56	Ke che be nay shee (Dick Big Bird)	x (Seal.)	66
57	Pah go nay ke zhiig	x (Seal.)	54
58	Ah wau e ke zhiig	x (Seal.)	55
59	Pe che gah bow	x (Seal.)	57
60	Mis quah dals aince	x (Seal.)	50
61	Payin way way ke nua	x (Seal.)	34
62	Muy dway gumz ee	x (Seal.)	55
63	Ne gaun e be nua	x (Seal.)	61
64	Che ke zhiig	x (Seal.)	62
65	Shay wun ah cum ig ish kung	x (Seal.)	60
66	Wah bus	x (Seal.)	55
67	Nah zhe kay be nua	x (Seal.)	52
68	Ke niew aince (No. 1)	x (Seal.)	51
69	Ay ne we gwon abe	x (Seal.)	55
70	Kah kang ee	x (Seal.)	48
71	Peter Jourdain	(Seal.)	25
72	Joe Beaulieu	(Seal.)	20
73	Robert Smith	x (Seal.)	47
74	Wain je mah dub	x (Seal.)	30
75	Kay zhe way wauz	x (Seal.)	55
76	Kah ke gay gwon ay nus ung	x (Seal.)	37
77	Ke bo dway o nay (George English)	x (Seal.)	24
78	Alex Beaulieu	(Seal.)	25
79	Chas. Sumner	(Seal.)	29
80	Hay baun e bee	x (Seal.)	19
81	David Dickison	(Seal.)	25
82	Muy zhaik ke nua	x (Seal.)	29
83	Chas. Chatville	x (Seal.)	53
84	Hay nua e wub	x (Seal.)	44
85	Kaush kah jann	x (Seal.)	27
86	Johnny Spears	(Seal.)	41
87	William K. Spears	(Seal.)	19
88	George Beaulieu	(Seal.)	28
89	Ke we tah gwon ay nua	x (Seal.)	31
90	O he zann o ke zhiig (No. 1)	x (Seal.)	42
91	Shah shah go ze kung	x (Seal.)	46
92	Oom be ke zhiig	x (Seal.)	65
93	Shah daun (Henry Defoo)	x (Seal.)	41
94	George Bassett	x (Seal.)	48
95	Ay ub e tung	x (Seal.)	49
96	Ke we tah be nua (Frank English)	x (Seal.)	31
97	William Jourdain	x (Seal.)	31
98	Iah be dub	x (Seal.)	47
99	Frank Jourdain	x (Seal.)	37
100	Nah gaun way we dung	x (Seal.)	29
101	Ke zhiig watah kung	(Seal.)	32
102	Peter Graves	(Seal.)	40
103	Jos. C. Roy	(Seal.)	31
104	Pah go nay ke zhiig (No. 2)	x (Seal.)	21
105	Frank Beaulieu	(Seal.)	49
106	Roderick McKenzie	(Seal.)	31
107	Simon Spears	(Seal.)	19
108	Mo ne do ke zis oonce	x (Seal.)	29
109	Louison Lussier	x (Seal.)	31
110	Bazilo Lawrence	(Seal.)	72
111	Joseph Nadeau	x (Seal.)	72

No.	Name.	Mark.	Age.
112	Nah wah quay ke zhiig	x (Seal.)	45
113	Samuel Dickinson	x (Seal.)	26
114	Nays sah wah jo wub	x (Seal.)	55
115	Ke niew aince	x (Seal.)	64
116	Ah ke wain zee	x (Seal.)	25
117	Alexis Gurneau	x (Seal.)	55
118	Aln dus so ke niew	x (Seal.)	29
119	Baptiste Lawrence	x (Seal.)	49
120	Omah yah we gah bow	x (Seal.)	34
121	Way jaun, or Wah baun e quay	x (Seal.)	70
122	Ke ne wub	(Seal.)	21
123	Benjamin Hobson	(Seal.)	21
124	Jacob Loud	(Seal.)	19
125	Albert Redbird	x (Seal.)	48
126	Be dway way ke zhiig	(Seal.)	23
127	John Defoo	x (Seal.)	76
128	Nay tum e ke zhiig	x (Seal.)	48
129	Ah gum way we dung	x (Seal.)	57
130	Way ke mah wub e tung	x (Seal.)	42
131	Me ze way ke niew (Mark Hart)	x (Seal.)	23
132	Ke cho mo ko mon	x (Seal.)	36
133	Ke way ke niew	x (Seal.)	45
134	As sin e we ne nee	x (Seal.)	67
135	Way me tig osh ceuco	x (Seal.)	19
136	Pierrie Johnson	x (Seal.)	36
137	Alexis Jourdain	(Seal.)	19
138	O ke mah wub	x (Seal.)	29
139	O ke mah un ung	x (Seal.)	65
140	Kay ne wub	x (Seal.)	19
141	Zannz way	x (Seal.)	52
142	Go je je we ne nee	x (Seal.)	45
143	Way me tig osh ceuco	x (Seal.)	39
144	Kay gway dub e tung	x (Seal.)	32
145	Me zheek ceuco	x (Seal.)	25
146	Nah gaun ah bun dung (Kah ke gay ke zhiigoonce)	x (Seal.)	29
147	Obe zann e ke zhiig	x (Seal.)	37
148	Nay tah wub e tung	x (Seal.)	18
149	Muy zhaik ke bo nua	x (Seal.)	52
150	Way oon dah cum ig ish kung	x (Seal.)	53
151	Te bish ko enmig	x (Seal.)	35
152	Shah go zo kung	x (Seal.)	18
153	George Nadeau	x (Seal.)	18
154	Nah bus ko yoo	x (Seal.)	18
155	Nay kah me gog	x (Seal.)	19
156	Ke way dlu nua	x (Seal.)	35
157	Ke niew e ke zhiig	x (Seal.)	16
158	Solomon Blue	x (Seal.)	39
159	Wah bish ke bo nua	x (Seal.)	21
160	George Wain dub e tung	x (Seal.)	22
161	Francis Lawrence	x (Seal.)	47
162	Wah bish ke gwon ay nua	x (Seal.)	58
163	She mah gum	x (Seal.)	47
164	George Statler	x (Seal.)	50
165	Aysh ke bah ke zit	x (Seal.)	50
166	As sin e we ne nee	x (Seal.)	51
167	Ke me wun aun ah quod	x (Seal.)	43
168	Kay ke zhe gwon abe	x (Seal.)	40
169	Ne gaun e gwon	x (Seal.)	51
170	Muy zheek o bo nua	x (Seal.)	85
171	Kah ke gay cum ig ub	x (Seal.)	20
172	James Ah ke wain zee	x (Seal.)	61
173	Kay bay gwon	x (Seal.)	69
174	Baptiste Vasseur	x (Seal.)	26
175	John Rainy	x (Seal.)	31
176	Pos se nua	x (Seal.)	75
177	Uah gaun e gah bow	x (Seal.)	43
178	Mah je ke wiy	x (Seal.)	43
179	Way me tigosh ceuco	x (Seal.)	27
180	Joseph Clark	(Seal.)	28
181	John Beaulieu	(Seal.)	43
182	Jo je guince	x (Seal.)	51
183	Nay zhe kay we gah bow	x (Seal.)	23
184	Peter Clark	x (Seal.)	22
185	Way zow e gwon abe	x (Seal.)	20
186	Ko me wun	x (Seal.)	41
187	Waus say ke zhiig	x (Seal.)	45
188	Patrice Jourdain	(Seal.)	24
189	Henry Martin	(Seal.)	23
190	Wm. Prentice	(Seal.)	24
191	Albert Statler	(Seal.)	32
192	Harri Thunder	x (Seal.)	24
193	Ne bow aince (Geo. Jefferson)	x (Seal.)	39
194	Ke we tah ke niew	x (Seal.)	36
195	Quay ke gah bow	x (Seal.)	49
196	Wah kance	x (Seal.)	49

No.	Name.	Mark.	Age.
197	Kah ke gay cum ig.....	x (Seal.)	59
198	Ah je dum o.....	x (Seal.)	53
199	Ah zhe day ke zhiig.....	x (Seal.)	59
200	Ke neese.....	x (Seal.)	50
201	Nay rah wah e tung.....	x (Seal.)	59
202	Omah yah wah je waib.....	x (Seal.)	84
203	Ah ne me ke we gwon.....	x (Seal.)	53
204	Kay gway je way be nung.....	x (Seal.)	21
205	Te bish ko waush.....	x (Seal.)	24
206	Way oot ding.....	x (Seal.)	82
207	Kay ke zhe nis ung.....	x (Seal.)	25
208	Ah nah quod.....	x (Seal.)	24
209	Ke che ah nish e nah bay.....	x (Seal.)	43
210	Kah zihah ke gwon ube.....	x (Seal.)	34
211	Kay bay nis ung.....	x (Seal.)	86
212	Ay gah sah dum.....	x (Seal.)	21
213	Wah be gwon ay aush.....	x (Seal.)	20
214	Kah tah hosh sheed ke nlew.....	x (Seal.)	19
215	Mosh ke may be tung.....	x (Seal.)	18
216	No din e be nish.....	x (Seal.)	62
217	O me meenee.....	x (Seal.)	18
218	Ish ko day o tah baun.....	x (Seal.)	21
219	Mays ko gwon.....	x (Seal.)	51
220	Kah dah wah be day.....	x (Seal.)	18

We, the undersigned, hereby certify that the foregoing agreement was fully explained by us in open council to the Indians of the Red Lake Reservation, Minn.; that it was fully understood by them before signing, and that the agreement was duly executed and signed by said Indians.

Jos. C. Roy,  
C. W. MOURISON,  
PETER GRAVES,  
*Interpreters.*

RED LAKE AGENCY, MINN., March 12, 1902.

We, the undersigned, do hereby certify that we witnessed the signatures of James McLaughlin, United States Indian inspector, and the 220 Indians of the Red Lake Reservation, Minn., to the foregoing agreement.

DANIEL SULLIVAN,  
*Overseer in Charge of Subagency.*  
FRANK H. KRATKA,  
*Mayor of Thief River Falls, Minn.*  
B. L. FAIRBANKS,  
*White Earth Agency, Minn.*

RED LAKE AGENCY, MINN., March 12, 1902.

I certify that the total number of male adult Indians over 18 years of age belonging on the Red Lake Reservation, Minn., is 334, of whom 220 have signed the foregoing agreement.

G. L. SCOTT,  
*Major, Tenth Cavalry, Acting Indian Agent.*

LEECH LAKE AGENCY, MINN., March 17, 1902.

DEPARTMENT OF THE INTERIOR, GENERAL LAND OFFICE,  
Washington, D. C., April 3, 1902.

Sir: I have the honor to acknowledge the receipt, by reference from you, for report in triplicate and return of papers, of a letter from the Commissioner of Indian Affairs, dated March 23, 1902, accompanied by a transcript of the proceedings in council held by James McLaughlin, United States Indian inspector, with the Indians of the Red Lake Indian Reservation, Minn., from March 4 to 10, 1902, inclusive; the agreement with the Red Lake and Pembina bands of Chippewa Indians belonging on the Red Lake Reservation, dated March 10, 1902; the report of James McLaughlin, Indian inspector, dated March 18, 1902, and the draft of a proposed bill, entitled "A bill to ratify and confirm an agreement with the Red Lake and Pembina bands of Indians of the Red Lake Reservation, Minnesota, and making appropriations to carry the same into effect."

Under the agreement referred to the Indians named cede to the United States all of their right, title, and interest in and to all that part of the Red Lake Indian Reservation lying west of the range line between ranges 88 and 89 west of the fifth principal meridian, the tract ceded approximating in area 256,152 acres.

The Indian inspector reports in part as follows:

"The tract included in the cession, taken as a whole, is excellent agricultural land. There are some marshes within the tract, the most of which, however, afford good grass, and with drainage, which is quite feasible, most of those lands could be brought under cultivation, and all of the land that would not be brought under cultivation by cutting the numerous beaver dams in said marshy tracts would be thus sufficiently drained to become good meadows, which would yield large crops of hay annually, and the native grass on these marsh lands is of excellent quality.

"There is no pine timber on this ceded portion, but there are a good many scattering, small-sized trees, chiefly poplar and oak, throughout the tract, each section of the land containing more or less of this character of timber, and sufficient on almost every quarter section to provide the homesteader with necessary fuel.

"The consideration allowed the Indians for the cession is a fraction over \$3.00 per acre, which I regard as a fair and reasonable price. It is true that some of the choicest portions could be sold at a much higher price, ranging from \$5 to \$15 per acre, and some select tracts adjacent to Thief River Falls would doubtless bring from \$20 to \$25 per acre; but taking the entire cession as a whole, with its numerous marshes and undrained tracts, I regard the consideration, also manner of payment, as fair and just both to the Indians and to the United States."

The Commissioner of Indian Affairs suggests that a section be added to the bill providing for the disposition of the lands ceded. No reservations are provided for in the agreement.

The general character of the lands now under consideration is similar to the lands in the ceded portion of the Rosebud Indian Reservation in South Dakota, and, in my judgment, the lands in the ceded portions of the two reservations should be disposed of in the same manner.

Following my report of March 3, 1901, as to the disposition of the ceded lands in the Rosebud Reservation, I have to state that, in view of the provisions of the "free homestead" act of May 17, 1900 (31 Stat. L., 179), and of the act of March 3, 1901 (31 Stat. L., 1093), providing for the disposal of lands recently opened to settlement and entry in Oklahoma, and considering the price to be paid by the Government to the Indians for the lands acquired, I respectfully recommend that there be added to said bill the following section:

"Sec. 3. That the lands ceded to the United States under said agreement shall be disposed of under the general provisions of the homestead and town-site laws of the United States, and shall be opened to settlement and entry by proclamation of the President, which proclamation shall prescribe the manner in which these lands may be settled upon, occupied, and entered by persons entitled to make entry thereof, and no one person shall be permitted to settle upon, occupy, or enter any of said lands, except as prescribed in such proclamation, until after the expiration of sixty days from the time when the same are opened to settlement and entry: *Provided*, That the rights of honorably discharged union soldiers and sailors of the late civil and the Spanish war, as defined and described in section 2305 of the Revised Statutes, as amended by the act of March 1, 1901, shall not be abridged: *And provided further*, That the price of said lands shall be \$3.00 cents per acre, but settlers under the homestead law who shall reside upon and cultivate the land entered in good faith for the period required by existing law shall be entitled to a patent for the lands so entered upon the payment to the local land officers of the usual and customary fee and commissions, and no other or further charge of any kind whatsoever shall be required from such settler to entitle him to a patent for the land covered by his entry, except that homestead settlers who commute their entries under section 2301, Revised Statutes, shall pay for the land entered the price fixed herein."

Very respectfully,

BINGER HERMANN,  
*Commissioner.*

The SECRETARY OF THE INTERIOR.

A BILL to ratify and confirm an agreement with the Red Lake and Pembina bands of Indians of the Red Lake Reservation, Minnesota, and making appropriation to carry the same into effect.

Whereas James McLaughlin, United States Indian inspector, did, on the 10th day of March, anno Domini 1902, make and conclude an agreement with the adult male Indians of the Red Lake Reservation, in the State of Minnesota, which said agreement is in words and figures as follows:

"This agreement, made and entered into this tenth day of March, nineteen hundred and two, by and between James McLaughlin, United States Indian inspector, on the part of the United States, and the Red Lake and Pembina bands of Chippewa

Indians, belonging on the Red Lake Reservation, in the State of Minnesota, witnesseth:

ARTICLE I. The said Indians belonging on the Red Lake Indian Reservation, Minnesota, for the consideration hereinafter named, do hereby cede, surrender, grant, and convey to the United States all their claim, right, title, and interest in and to all that part of the Red Lake Indian Reservation situate within the boundaries of Red Lake County, Minnesota, as said county is at present defined and organized, the tract hereby ceded being more particularly described as embracing all that part of the said Red Lake Indian Reservation lying west of the range line between ranges thirty-eight (38) and thirty-nine (39) west of the fifth (5th) principal meridian, the tract of land hereby ceded approximating two hundred and fifty-six thousand one hundred and fifty-two (256,152) acres, and also hereby agree that all of said Indians now residing on the tract hereby ceded shall remove to the diminished reservation within six months after the ratification of this agreement, and shall be paid not exceeding five thousand (5,000) dollars in cash by the Indians of said Red Lake Reservation out of the first payment received by them from the proceeds of this cession, said five thousand (5,000) dollars, or so much thereof as may be necessary, to be paid equitably to those thus removing, in proportion to the value of their respective improvements, which payment, by said Red Lake Indians, shall be in full for all improvements which they will abandon, and also for the removal within the diminished reservation of their dead from where they are now buried on the tract hereby ceded.

ARTICLE II. In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement, the United States stipulates and agrees to pay to said Indians, in the manner hereinafter provided, the sum of one million (1,000,000) dollars.

ARTICLE III. It is understood that of the amount to be paid to said Indians, as stipulated by Article II of this agreement, the sum of two hundred and fifty thousand (250,000) dollars shall be paid in cash, per capita, share and share alike, to each man, woman, and child belonging on said Red Lake Indian Reservation within ninety (90) days after the ratification of this agreement, and the remainder of the said sum of one million dollars, viz, seven hundred and fifty thousand (750,000) dollars shall be paid in cash, per capita, in fifteen (15) annual installments of fifty thousand (50,000) dollars each, the first of which fifteen annual installments to be paid in the month of October of the year following that in which payment of the said two hundred and fifty thousand (250,000) dollars is made, as provided in this agreement, and in the month of October of each year thereafter of the succeeding fourteen years, covering the period of said fifteen annual installments.

ARTICLE IV. It is further agreed that the said Indians belonging on the said Red Lake Indian Reservation, Minnesota, shall possess their diminished reservation independent of all other bands of the Chippewa tribe of Indians, and shall be entitled to allotments thereon of one hundred and sixty (160) acres each, of either agricultural or pine land, the different classes of land to be apportioned as equitably as possible among the allottees.

ARTICLE V. It is understood that nothing in this agreement shall be construed to deprive the said Indians belonging on the Red Lake Indian Reservation, Minnesota, of any benefits to which they are entitled under existing treaties or agreements not inconsistent with the provisions of this agreement.

ARTICLE VI. This agreement shall take effect and be in force when signed by United States Indian Inspector James McLaughlin and by a majority of the male adult Indians, parties hereto, and when accepted and ratified by the Congress of the United States.

In witness whereof the said James McLaughlin, United States Indian Inspector, on the part of the United States, and the male adult Indians belonging on the Red Lake Indian Reservation, Minnesota, have hereunto set their hands and seals at Red Lake Indian Agency, Minnesota, this tenth day of March, A. D. nineteen hundred and two.

"JAMES McLAUGHLIN [SEAL],  
"United States Indian Inspector."

No.	Name.	Mark.	Age.
1	Kay bay no dtn (chief).....	x (Seal)	67
2	Mays ko ko noy ay (chief) .....	x (Seal)	70
3	Puy she ke zhig (chief).....	x (Seal)	35
4	Nay ay tow ub (chief).....	x (Seal)	61
5	Ak num e ay ke zhig (chief).....	x (Seal)	76
6	I een je gwon abe (chief).....	x (Seal)	63
7	Kay bay gah bow (chief).....	x (Seal)	55

And 213 other male adult Indians.

"We, the undersigned, hereby certify that the foregoing agreement was fully explained by us in open council to the Indians of the Red Lake Reservation, Minnesota; that it was fully understood by them before signing, and that the agreement was duly executed and signed by said Indians.

"JOS. C. ROY,  
"C. W. MORRISON,  
"PETER GRAVES,  
"Interpreters.

"RED LAKE AGENCY, MINNESOTA, March 12th, 1902.

"We, the undersigned, do hereby certify that we witnessed the signatures of James McLaughlin, U. S. Indian inspector, and the two hundred and twenty (220) Indians of the Red Lake Reservation, Minnesota, to the foregoing agreement.

"DANIEL SULLIVAN,  
"Overseer in Charge of Subagency.  
"FRANK H. KRATEA,  
"Mayor of Thief River Falls, Minn.  
"B. L. FAIRBANKS,  
"White Earth Agency, Minn.

"RED LAKE AGENCY, MINNESOTA, March 12th, 1902.

"I certify that the total number of male adult Indians over eighteen (18) years of age belonging on the Red Lake Reservation, Minnesota, is three hundred and thirty-four (334), of whom two hundred and twenty (220) have signed the foregoing agreement.

"G. L. SCOTT,  
"Major, Tenth Cavalry, Acting Indian Agent.

"RED LAKE AGENCY, MINNESOTA, March 17, 1902."

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

SEC. 2. That in accordance with the provisions of article three of said agreement the sum of two hundred and fifty thousand dollars be, and the same is hereby, appropriated out of any money in the Treasury not otherwise appropriated.

SEC. 3. That the lands ceded to the United States under said agreement shall be disposed of under the general provisions of the homestead and town-site laws of the United States, and shall be opened to settlement and entry by proclamation of the President, which proclamation shall prescribe the manner in which these lands may be settled upon, occupied, and entered by persons entitled to make entry thereof, and no person shall be permitted to settle upon, occupy, or enter any of said lands, except as prescribed in such proclamation, until after the expiration of sixty days from the time when the same are opened to settlement and entry.

Provided, That the rights of honorably discharged Union soldiers and sailors of the late civil war and the Spanish war, as defined and described in section twenty-three hundred and five of the Revised Statutes, as amended by the act of March first, nineteen hundred and one, shall not be abridged: And provided further, That the price of said lands shall be three dollars and ninety cents per acre, but settlers under the homestead law, who shall reside upon and cultivate the land entered in good faith for the period required by existing law, shall be entitled to a patent for the lands so entered upon the payment to the local land officers of the usual and customary fee and commissions, and no other or further charge of any kind whatsoever shall be required from such settler to entitle him to a patent for the land covered by his entry, except that homestead settlers who commute their entries under section twenty-three hundred and one, Revised Statutes, shall pay for the land entered the price fixed herein.

authorizing the establishment of a light vessel off the outer bar of Brunswick, Ga., and making suggestions touching the merits of the bill and the propriety of its passage.

In reply this Department begs to state that it appears that the Secretary of the Treasury, in his letter of April 1, 1902, addressed to the chairman of the Committee on Interstate and Foreign Commerce, House of Representatives, in reply to its letter of February 3, 1902, asking for suggestions relative to the passage of H. R. bill 10705, authorizing the construction of a light vessel to be placed off the outer bar of Brunswick, Ga., and appropriating \$100,000 therefor, stated that the Light-House Board, to whom the matter had been referred, after investigation reported that the establishment of a vessel at this place would be a serviceable aid to navigation, and "therefore, that the passage of this bill is recommended."

This Department further states that the Light-House Board, to whom your letter was referred, after a further investigation of the matter reiterates its former opinion, but states that in its opinion \$50,000 will be sufficient for the purpose; and this Department concurs with the Board in that opinion.

Respectfully,

GEO. B. CORTELYOU, *Secretary.*

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## INDIANS OF THE RED LAKE RESERVATION, MINN.

FEBRUARY 5, 1904.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. HERMANN, from the Committee on Indian Affairs, submitted the following

### REPORT.

[To accompany S. 1490.]

The Committee on Indian Affairs, having had under consideration Senate bill 1490, report the same back to the House with the following amendments, with the recommendation that the bill as amended do pass:

First. Amend by inserting after the title of the bill the following:

Whereas James McLaughlin, United States Indian inspector, did, on the tenth day of March, anno Domini nineteen hundred and two, make and conclude an agreement with the adult male Indians of the Red Lake Reservation, in the State of Minnesota, which said agreement is in words and figures as follows:

"This agreement, made and entered into this tenth day of March, nineteen hundred and two, by and between James McLaughlin, United States Indian inspector, on the part of the United States, and the Red Lake and Pembina bands of Chippewa Indians belonging on the Red Lake Reservation, in the State of Minnesota, witnesseth:

"ARTICLE I. The said Indians belonging on the Red Lake Indian Reservation, Minnesota, for the consideration hereinafter named, do hereby cede, surrender, grant and convey to the United States all their claim, right, title and interest in and to all that part of the Red Lake Indian reservation situate within the boundaries of Red Lake County, Minnesota, as said county is at present defined and organized the tract hereby ceded being more particularly described as embracing all that part of the said Red Lake Indian Reservation lying west of the range line between ranges thirty-eight (38) and thirty-nine (39) west of the Fifth (5th) Principal Meridian, the tract of land hereby ceded approximating two hundred and fifty-six thousand one hundred and fifty-two (256,152) acres, and also hereby agree that all of said Indians now residing on the tract hereby ceded shall remove to the diminished reservation within six months after the ratification of this agreement, and shall be paid not exceeding five thousand (5000) dollars in cash by the Indians of said Red Lake Reservation out of the first payment received by them from the proceeds of this cession said five thousand (5000) dollars, or so much thereof as may be necessary, to be paid equitable to those thus removing, in proportion to the value of their respective improvements, which payment by said Red Lake Indians, shall be in full for all improvements which they will abandon, and also for the removal within the diminished reservation of their dead from where they are now buried on the tract hereby ceded.

"ARTICLE II. In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement, the United States stipulates and agrees to pay to said Indians, in the manner hereinafter provided, the sum of one million (1,000,000) dollars.

"ARTICLE III. It is understood that of the amount to be paid to said Indians, as stipulated by Article II of this agreement, the sum of two hundred and fifty thousand (250,000) dollars shall be paid in cash, per capita, share and share alike, to each man, woman and child belonging on said Red Lake Indian Reservation, within ninety (90) days after the ratification of this agreement, and the remainder of the said sum of one million dollars, viz, seven hundred and fifty thousand (750,000) dollars shall be paid in cash, per capita, in fifteen (15) annual installments of fifty thousand (50,000) dollars each, the first of which fifteen annual installments to be paid in the month of October of the year following that in which payment of the said two hundred and fifty thousand (250,000) dollars is made, as provided in this agreement, and in the month of October of each year thereafter of the succeeding fourteen years, covering the period of said fifteen annual installments.

"ARTICLE IV. It is further agreed that the said Indians belonging on said Red Lake Indian Reservation, Minnesota, shall possess their diminished Reservation independent of all other bands of the Chippewa tribe of Indians and shall be entitled to allotments thereon of one hundred and sixty (160) acres each, of either agricultural or pine land, the different class of land to be apportioned as equitably as possible among the allottees.

"ARTICLE V. It is understood that nothing in this agreement shall be construed to deprive the said Indians belonging on the Red Lake Indian Reservation, Minnesota, of any benefits to which they are entitled under existing treaties for agreements not inconsistent with the provisions of this agreement.

"ARTICLE VI. This agreement shall take effect and be in force when signed by United States Indian Inspector James McLaughlin and by a majority of the male adult Indians, parties hereto, and when accepted and ratified by the Congress of the United States.

"In witness whereof the said James McLaughlin, United States Indian Inspector, on the part of the United States, and the male adult Indians belonging on the Red Lake Indian Reservation, Minnesota, have hereunto set their hands and seals at Red Lake Indian Agency, Minnesota, this tenth day of March, A. D. Nineteen hundred and two.

"JAMES MCLAUGHLIN (SEAL).  
"United States Indian Inspector.

No.	Name.	Mark.	Age.	
1	Kay bay no din.....	Chief	x	67 (SEAL)
2	Mays ko ko noy ay.....	do	x	70 (SEAL)
3	Puy she ke shig.....	do	x	85 (SEAL)
4	Nay ay tow up.....	do	x	64 (SEAL)
5	Ak mun e ny ke shig.....	do	x	76 (SEAL)
6	I con je gwon abe.....	do	x	63 (SEAL)
7	Kay bay gab bow.....	do	x	55 (SEAL)

and 213 other male adult Indians."

We, the undersigned, hereby certify that the foregoing agreement was fully explained by us in open council to the Indians of the Red Lake Reservation, Minnesota; that it was fully understood by them before signing, and that the agreement was duly executed and signed by said Indians.

JOS. C. ROY,  
O. W. MORRISON,  
PETER GRAVES,  
*Interpreters.*

RED LAKE AGENCY, MINN., March 12, 1902.

We, the undersigned, do hereby certify that we witnessed the signatures of James McLaughlin, U. S. Indian inspector, and the two hundred and twenty (220) Indians of the Red Lake Reservation, Minnesota, to the foregoing agreement.

DANIEL SULLIVAN,  
*Overseer in charge of Subagency.*  
FRANK H. KRATA,  
*Mayor of Thief River Falls, Minn.*  
B. L. FAIRBANKS,  
*White Earth Agency, Minn.*

RED LAKE AGENCY, MINNESOTA, March 12, 1902.

I hereby certify that the total number of male adult Indians, over eighteen (18) years of age, belonging on the Red Lake Reservation, is three hundred and thirty-four (334), of whom two hundred and twenty (220) have signed the foregoing agreement.

G. L. SCOTT,  
*Maj. 10th Cavalry, Acting Indian Agent.*

LEECH LAKE AGENCY, MINNESOTA, March 17, 1902.

And  
Whereas it is deemed for the best interests of the said Indians that said agreement be amended and modified as hereafter provided: Therefore,

Second. Amend by striking out all after the enacting clause of the bill and insert the following:

That said agreement be, and the same is hereby, modified and amended so as to read as follows:

"ARTICLE I. The said Indians belonging on the Red Lake Indian Reservation, Minnesota, for the consideration hereinafter named, do hereby cede, surrender, grant, and convey to the United States all their claim, right, title, and interest in and to all that part of the Red Lake Indian Reservation lying west of the range line between ranges thirty-eight and thirty-nine, west of the fifth principal meridian, the tract of land hereby ceded approximating two hundred and fifty-six thousand one hundred and fifty-two acres, and also hereby agree that all of said Indians now residing on the tract hereby ceded shall remove to the diminished reservation within six months after the ratification of this agreement, and shall be paid not exceeding twenty thousand dollars in cash by the Indians of said Red Lake Reservation out of the first payment received by them from the proceeds of this cession, said twenty thousand dollars, or so much thereof as may be necessary, to be paid equitably to those thus removing, in proportion to the value of their respective improvements, which payment by said Red Lake Indians shall be in full for all improvements which they will abandon, and also for the removal within the diminished reservation of their dead from where they now are buried on the tract hereby ceded.

"ART. II. In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement the United States stipulates and agrees to sell, subject to the homestead laws of the United States, under rules and regulations to be prescribed by the Secretary of the Interior, in tracts not to exceed one hundred and sixty acres to each individual, all of said lands, except lands remaining unsold after five years from the first sale hereunder, which may be sold without reference to the provisions of the homestead law. Said land shall be sold for not less than four dollars per acre, and shall be sold upon the following terms: One-fifth of the purchase price to be paid at the time of sale and the balance of the purchase price of said land to be paid in five equal annual installments, due in one, two, three, four, and five years from date of sale, respectively, and to pay over to said Indians all of the proceeds realized from the sale of the said lands as herein provided.

"ART. III. It is understood that of the amount realized from the sale of said lands a sum of not exceeding three hundred thousand dollars shall be paid in cash per capita, share and share alike, to each man, woman, and child belonging on said Red Lake Indian Reservation within ninety days after the first sale herein provided for, and the remainder of the proceeds of the sale of said lands shall be paid in cash per capita in fifteen annual installments, the first of which fifteen annual installments is to be paid in the month of October of the year following that in which the payment of the said three hundred thousand dollars is made, as provided in this agreement, and in the month of October of each year thereafter, and all moneys received after the expiration of said fifteen years shall be apportioned in like manner among said Indians and paid to them on the first day of October in each year.

"ART. IV. It is further agreed that the said Indians belonging on the said Red Lake Indian Reservation, Minnesota, shall possess their diminished reservation independent of all other bands of the Chippewa tribe of Indians and shall be entitled to allotments thereon of one hundred and sixty acres each, of either agricultural or pine land, the different classes of land to be apportioned as equitably as possible among the allottees.

"ART. V. It is understood that nothing in this agreement shall be construed to deprive the said Indians belonging on the Red Lake Indian Reservation, Minnesota, of any benefits to which they are entitled under existing treaties or agreements not inconsistent with the provisions of this agreement. It is the intention of this agree-



ment that the United States shall act as trustee for said Indians to dispose of said land and to expend and pay over the proceeds as received from the sale thereof only as received, as herein provided.

"ART. VI. This agreement shall take effect and be in force when accepted and ratified by the Congress of the United States."

SEC. 2. That said agreement be, and the same is hereby, accepted and ratified as herein amended.

SEC. 3. That the Secretary of the Interior is hereby authorized and directed to sell, subject to the homestead laws of the United States, under such rules and regulations as he may prescribe, in tracts not to exceed one hundred and sixty acres to each individual, all that part of the Red Lake Reservation, in the State of Minnesota, lying westerly of the range line between ranges thirty-eight and thirty-nine west of the fifth principal meridian, approximating two hundred and fifty-six thousand acres. And the said land shall be sold for not less than four dollars per acre, and shall be sold upon the following terms: One-fifth of the price bid therefor to be paid at the time the bid is made, and the balance of the purchase price of said land to be paid in five equal annual installments, due in one, two, three, four, and five years from date of sale, respectively, payments to be made to the receiver of the United States land office for the district in which said land may be situated. And in case any purchaser fails to make such annual payments promptly when due, or within sixty days thereafter, all rights in and to the land covered by his or her purchase shall at once cease, and any payments made shall thereupon be forfeited and the Secretary of the Interior shall thereupon declare such forfeiture by reoffering said land for sale. And no patent shall issue to the purchaser until the purchaser shall have paid the purchase price and in all respects complied with the terms and provisions of the homestead laws of the United States: *Provided*, That such purchaser shall have the right of commutation, as provided by section twenty-three hundred and one of the Revised Statutes of the United States, by paying for the land at the price for which it sold, receiving credit for payments previously made: *Provided further*, That such purchaser shall make his final proof conformable to the homestead laws within six years from the date of sale; that aliens who have declared their intention to become citizens of the United States may become purchasers under this act, but before making final proof and acquiring title must take out their full naturalization papers, and that persons who may have heretofore exhausted their rights under the homestead law may become purchasers under this act: *Provided further*, That after the first sale hereunder shall be closed, the lands remaining unsold shall be subject to sale and entry at the price of four dollars per acre by qualified purchasers, subject to the same terms and conditions as herein prescribed as to lands sold at said first sale: *Provided further*, That all lands above described which shall remain unsold at the expiration of five years from the date of the first sale hereunder shall be offered for sale at not less than four dollars per acre (and lands remaining unsold after such sale shall be subject to private entry and sale at said price), without any conditions whatever except the payment of the purchase price: *And provided further*, That wherever the boundary line of said reservation runs diagonally so as to divide any Government subdivision of a section, and the owner of that portion of such subdivision now being outside of the reservation becomes the purchaser of that portion of such subdivision lying within the reservation, residence and improvements upon either portions of such subdivision as provided by the homestead law shall constitute a compliance as to all such Government subdivisions.

All of the Indians residing upon the tract above described shall remove therefrom to the diminished reservation within six months after the passage of this act; and there is hereby appropriated from the proceeds of said sale the sum of twenty thousand dollars, or so much thereof as may be necessary, to be paid to those thus removing in proportion to their respective improvements, which payment to the said Red Lake Indians shall be in full for all improvements which they will abandon, and also for the expense of removal within the diminished reservation of their dead from where they are now buried on the tract above described, and the expense of making allotments.

The proceeds of said lands as realized from time to time shall be paid into the United States Treasury to the credit of the Indians belonging on said reservation. Of the amount realized from the sale of said lands a sum not exceeding three hundred thousand dollars shall be paid in cash, per capita, share and share alike, to each man, woman, and child belonging on said Red Lake Indian Reservation within ninety days after the first sale herein provided for, and the remainder of the proceeds of the sale of said lands shall be paid in cash, per capita, in fifteen annual installments, the first installment to be paid in the month of October of the year following that in which the payment of the three hundred thousand dollars is made; and all moneys received after the expiration of said fifteen years shall be apportioned in

like manner among said Indians and paid to them on the first day of October in each year.

The Secretary of the Interior is hereby vested with full power and authority to make such rules and regulations as to the time of notice, manner of sale, and other matters incident to the carrying out of the provisions of this act as he may deem necessary, and with authority to continue making sale of said lands until all of said lands shall have been sold.

In addition to the price to be paid for the land, the entryman shall pay the same fees and commissions at the time of commutation or final entry, as now provided by law, where the price of land is one dollar and twenty-five cents per acre.

SEC. 4. That nothing in this act contained shall in any manner bind the United States to purchase any portion of the land herein described, or to guarantee to find purchasers for said lands or any portion thereof; it being the intention of this act that the United States shall act as trustee for said Indians, to dispose of said lands and to expend and pay over the proceeds received from the sale thereof only as received, as herein provided.

SEC. 5. That this act shall take effect and be in force from and after its passage.

In March, 1902, the Red Lake and Pembina bands of Chippewa Indians in Minnesota made the agreement recited in the preamble of the foregoing bill as amended.

The Senate passed an act at the last Congress to ratify this agreement, but it failed in the House because it required an appropriation of \$1,000,000.

The plan of the original agreement involved the direct purchase of the land and the reimbursement of the Government by sale of the land.

The bill amends this agreement so as to provide for the sale of the land and the payment of the proceeds to the Indians, making the Government not a purchaser, but a trustee for the sale of the land and paying the proceeds over to the Indians. This change is in harmony with the policy of the Interior Department, the Commissioner of Indian Affairs, and of this committee not to submit any more agreements to the Indians for ratification, but to deal with their property in such manner as is deemed to be for their best interests.

The land embraced in this bill consists of 256,152.28 acres, being all that part of the Diminished Red Lake Reservation in Minnesota lying west of range line between R. 38 and 39 W. of the principal meridian. Relative to the character of the land, the Indian inspector who negotiated the agreement reports that, taken as a whole, they are excellent agricultural lands; that there are some marshes within the tract, the most of which, however, afford good grass, and with drainage, which is quite feasible, most of the land can be brought under cultivation.

There is no pine timber on the ceded portion, but there are a great many scattering small trees, chiefly poplar and oak, sufficient to provide fuel for prospective settlers.

The compensation provided for to the Indians for these lands in the original agreement was \$3.90 per acre, which the Commissioner of Indian Affairs, in his letter of March 28, 1902, states is, in his judgment, fair and reasonable. The minimum price fixed for these lands in this bill is \$4 per acre, and the Secretary of the Interior is authorized to sell these lands, subject to the homestead law, and not more than 160 acres to any one person, at as much more as they will bring, in such manner as he may prescribe; and after the lapse of five years, if any land remains that has not been sold subject to the homestead law, they may be sold at not less than \$4 per acre without any conditions whatever except the payment of the purchase price. This provision is intended to apply to those parts of this tract which are

marsh land and which probably would not be taken by settlers. In this way it is believed that all of these lands will eventually be sold, and the Indians will realize much more than the million dollars provided for in the original agreement.

In any event the Indians will receive all that the land will bring, and the Government will simply act as trustee to dispose of the lands and expend and pay over the proceeds received from the sale thereof.

The other provisions of the amended bill contain the administrative features to carry the object of the bill into effect, and have all been inserted after careful consideration by the committee. It embraces all the provisions of H. R. 11134 as same was amended by the committee.

A more detailed history of the matter appears in the letter of the Secretary of the Interior, transmitting the agreement to Congress for approval, April 3, 1902, printed as House Document No. 532, first session Fifty-seventh Congress.

The bill makes no appropriation of public funds.

ESTATE OF SVEN J. JOHNSON.

FEBRUARY 8, 1904.—Committed to the Committee of the Whole House and ordered to be printed.

Mr. GRAFF, from the Committee on Claims, submitted the following

REPORT.

[To accompany H. R. 2009.]

The Committee on Claims, to whom was referred the bill (H. R. 2009) for the relief of the estate of Sven J. Johnson, beg leave to submit the following report and recommend that said bill do pass without amendment.

This bill was favorably reported by the committee in the Fifty-seventh Congress, and that report is herewith adopted.

The facts of this case are fully set forth in a letter from Hon. O. L. Spaulding, Acting Secretary of the Treasury, which is appended hereto and made a part of this report.

TREASURY DEPARTMENT, OFFICE OF THE SECRETARY,  
Washington, April 4, 1902.

SIR: I have the honor to acknowledge receipt, by your reference, of a bill (H. R. 13082) for the relief the estate of Sven J. Johnson, together with your request for a statement of facts relative to the loss of certain bonds which the bill is intended to replace, and a request for the opinion of the Department as to the advisability of the proposed legislation.

In reply you are respectfully informed that the bonds described in the bill were duly issued by this Department in the name of John Johnson, and are still outstanding. In May, 1895, Mr. Johnson notified the Department that the bonds had been stolen, and a caveat was accordingly entered against their transfer.

In his affidavit Mr. Johnson stated that some time prior to the theft he had assigned the bonds in blank, and lodged them with a local banking company as collateral security for a loan; that in due time the loan was paid and the bonds returned to him; that they remained in his possession still assigned in blank until the theft. There was another bond of the same description stolen from Mr. Johnson at the same time, but it has been recovered, having been found in the possession of one Charles Noe, of Chicago, who stated that he had received it in exchange for a suit of clothes valued at \$35.

As to the advisability of the proposed legislation, I would say that there appears to be no reasonable objection to it. It is nearly seven years since the bonds were stolen. The Department paid the interest regularly to Mr. Johnson during his lifetime and since his death has paid it to his legal representative.

No innocent holder would, under ordinary circumstances, retain the bonds in his possession so long without sending them in for transfer, because, first, the nonreceipt

#### SALE OF THE ELEVEN TOWNS

About the time of the passage of the Page Morris bill in 1902, demands were made by citizens of Thief River Falls for cession of the western part of the diminished Red Lake Reservation, the tip of which extended to and bordered on that city. Thief River Falls had been platted as a village in 1887, occupying the south bank of the Red Lake River opposite the entrance of the Thief River and also the north bank of the Red Lake River below the section of land held by Moosedung the Younger. The elder Chief Moosedung, to whom the land had been deeded in 1863, had died in 1873, and the son had taken charge of it. He assumed he was the sole rightful heir. This Moosedung section extended about  $\frac{2}{3}$  of a mile along the north bank of the Red Lake River below the mouth of Thief River, down to about 2000 feet above the dam and mill. According to an abstract of the Fairfax Addition to Thief River Falls in March, 1895, Moosedung leased the land to Fred Rolette, in 1898 to John Olson and in 1899 to T. E. Devereaux. Then Olson assigned his lease to Devereaux, who subleased the land to C. C. Jackson and Fred Rolette. In June, 1900, Moosedung and his wife, Kay-she-way-way-ah-shake, sold the land to E. C. Eshelby for \$4,300. Then, in 1901, five relatives of Moosedung claimed a share of the land and sued Eshelby and associates for misdirection of payment for the land. The matter was tied up in the courts and, finally, in 1903, they gave a quick claim deed for \$3000 from Eshelby. Halvor Steenerson of Crookston was their attorney. Then Moosedung began to hope that he really had had no title to the land and, therefore, had conveyed it illegally. He sued to get it back. However, in 1904 the court decided that Moosedung, the Younger, was the sole heir and had a perfect right to sell or alienate the property all by himself; so that he had effectively and permanently disposed of his land<sup>and</sup> that quit claim deeds from the relatives would not have been necessary. Eshelby then leased some of this land for a fairgrounds in 1902 and in 1910 mortgaged it for \$16,000, an indication of its value. In 1913 the Fairgrounds Addition was platted, and in 1917 the Fairfax Addition was platted on a small portion of this land.

I don't think the people named in this abstract were the real negotiators. I know that Pat and Jim Meehan of the Thief River Falls Lumber Company leased this land from Moosedung so that no competing sawmill could be built upriver from their mill. Ray P. Jones of the Frazee Lumber Company attempted to show that the Meehan Brothers had no right to lease this property from Moosedung and, of course, he attempted to show that he had a right to buy it. Jones lost and the Frazee Lumber Company did not get a mill site at Thief River Falls. Frank Kellogg, later U. S. senator from Minnesota, was Jones' attorney in the matter.

At the same time this property fight was going on, in 1902 Mayor Kratka of Thief River Falls made a trip to Washington to try to arrange the cession of eleven townships of the western part of the Red Lake and Pembina Reservation adjoining Thief River Falls. In 1904 this treaty was finally arranged and the land was opened up. There weren't many Indians living in these eleven townships of land, and what graves there were were moved to the still further diminished Red Lake Reservation. This was mostly agricultural land, and there was no negotiation necessary for separate disposal of timber. The Red Lake Indians received \$1,250,000 for these 256,000 acres of land, and this money was put into the fund of the Red Lakers, not that of the Chippewa of Minnesota. The Red Lakers got this money in payments over a period of sixteen years. Near the end of the pay time the Chippewa of Minnesota brought suit against the government for misdirection of payment, but a high court concluded that the Red Lakers had understood the treaty a certain way, and on the mere claim that they understood the treaty this way the court decided against us. This beat the other Chippewas out of their money. This treaty passing Congress authorizing this sale of the eleven townships placed the Red Lake Indians in complete possession of their reservation and gave them the privilege of taking allotments of 160 acres of either pine or agricultural land. In 1927 suit was brought against the government by the Chippewa of Minnesota for money given the Red Lakers as their share of the proceeds from sale of timber from the other reservations and for expense money taken from the Minnesota Chippewa fund for maintenance of the Red Lake Reservation. This case is still pending.

authorizing the establishment of a light vessel off the outer bar of Brunswick, Ga., and making suggestions touching the merits of the bill and the propriety of its passage.

In reply this Department begs to state that it appears that the Secretary of the Treasury, in his letter of April 1, 1902, addressed to the chairman of the Committee on Interstate and Foreign Commerce, House of Representatives, in reply to its letter of February 3, 1902, asking for suggestions relative to the passage of H. R. bill 10705, authorizing the construction of a light vessel to be placed off the outer bar of Brunswick, Ga., and appropriating \$100,000 therefor, stated that the Light-House Board, to whom the matter had been referred, after investigation reported that the establishment of a vessel at this place would be a serviceable aid to navigation, and "therefore, that the passage of this bill is recommended."

This Department further states that the Light-House Board, to whom your letter was referred, after a further investigation of the matter reiterates its former opinion, but states that in its opinion \$90,000 will be sufficient for the purpose; and this Department concurs with the Board in that opinion.

Respectfully,

GEO. B. CORTELYOU, *Secretary.*

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## INDIANS OF THE RED LAKE RESERVATION, MINN.

FEBRUARY 5, 1904.—Committed to the Committee of the Whole House on the state of the Union and ordered to be printed.

Mr. HERMANN, from the Committee on Indian Affairs, submitted the following

### REPORT.

[To accompany S. 1490.]

The Committee on Indian Affairs, having had under consideration Senate bill 1490, report the same back to the House with the following amendments, with the recommendation that the bill as amended do pass:

First. Amend by inserting after the title of the bill the following:

Whereas James McLaughlin, United States Indian inspector, did, on the tenth day of March, anno Domini nineteen hundred and two, make and conclude an agreement with the adult male Indians of the Red Lake Reservation, in the State of Minnesota, which said agreement is in words and figures as follows:

"This agreement, made and entered into this tenth day of March, nineteen hundred and two, by and between James McLaughlin, United States Indian inspector, on the part of the United States, and the Red Lake and Pembina bands of Chippewa Indians belonging on the Red Lake Reservation, in the State of Minnesota, witnesseth:

"ARTICLE I. The said Indians belonging on the Red Lake Indian Reservation, Minnesota, for the consideration hereinafter named, do hereby cede, surrender, grant and convey to the United States all their claim, right, title and interest in and to all that part of the Red Lake Indian reservation situate within the boundaries of Red Lake County, Minnesota, as said county is at present defined and organized the tract hereby ceded being more particularly described as embracing all that part of the said Red Lake Indian Reservation lying west of the range line between ranges thirty-eight (38) and thirty-nine (39) west of the Fifth (5th) Principal Meridian, the tract of land hereby ceded approximating two hundred and fifty-six thousand one hundred and fifty-two (256,152) acres, and also hereby agree that all of said Indians now residing on the tract hereby ceded shall remove to the diminished reservation within six months after the ratification of this agreement, and shall be paid not exceeding five thousand (5000) dollars in cash by the Indians of said Red Lake Reservation out of the first payment received by them from the proceeds of this cession said five thousand (5000) dollars, or so much thereof as may be necessary, to be paid equitable to those thus removing, in proportion to the value of their respective improvements, which payment by said Red Lake Indians, shall be in full for all improvements which they will abandon, and also for the removal within the diminished reservation of their dead from where they are now buried on the tract hereby ceded.

"ARTICLE II. In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement, the United States stipulates and agrees to pay to said Indians, in the manner hereinafter provided, the sum of one million (1,000,000) dollars.

"ARTICLE III. It is understood that of the amount to be paid to said Indians, as stipulated by Article II of this agreement, the sum of two hundred and fifty thousand (250,000) dollars shall be paid in cash, per capita, share and share alike, to each man, woman and child belonging on said Red Lake Indian Reservation, within ninety (90) days after the ratification of this agreement, and the remainder of the said sum of one million dollars, viz, seven hundred and fifty thousand (750,000) dollars shall be paid in cash, per capita, in fifteen (15) annual installments of fifty thousand (50,000) dollars each, the first of which fifteen annual installments to be paid in the month of October of the year following that in which payment of the said two hundred and fifty thousand (250,000) dollars is made, as provided in this agreement, and in the month of October of each year thereafter of the succeeding fourteen years, covering the period of said fifteen annual installments.

"ARTICLE IV. It is further agreed that the said Indians belonging on said Red Lake Indian Reservation, Minnesota, shall possess their diminished Reservation independent of all other bands of the Chippewa tribe of Indians and shall be entitled to allotments thereon of one hundred and sixty (160) acres each, of either agricultural or pine land, the different class of land to be apportioned as equitably as possible among the allottees.

"ARTICLE V. It is understood that nothing in this agreement shall be construed to deprive the said Indians belonging on the Red Lake Indian Reservation, Minnesota, of any benefits to which they are entitled under existing treaties for agreements not inconsistent with the provisions of this agreement.

"ARTICLE VI. This agreement shall take effect and be in force when signed by United States Indian Inspector James McLaughlin and by a majority of the male adult Indians, parties hereto, and when accepted and ratified by the Congress of the United States.

"In witness whereof the said James McLaughlin, United States Indian Inspector, on the part of the United States, and the male adult Indians belonging on the Red Lake Indian Reservation, Minnesota, have hereunto set their hands and seals at Red Lake Indian Agency, Minnesota, this tenth day of March, A. D. Nineteen hundred and two.

"JAMES MCLAUGHLIN (SEAL).  
"United States Indian Inspector.

No.	Name.	Mark.	Age.	
1	Kay bay no din.....	Chief. x	67	(SEAL.)
2	Mays ko ko noy ay.....	do.. x	70	(SEAL.)
3	Pay she ke shig.....	do.. x	85	(SEAL.)
4	Nay ay tow up.....	do.. x	54	(SEAL.)
5	Ak mun e ny ke zhiq.....	do.. x	76	(SEAL.)
6	I con je gwon abe.....	do.. x	63	(SEAL.)
7	Kay bay gah bow.....	do.. x	55	(SEAL.)

and 213 other male adult Indians."

We, the undersigned, hereby certify that the foregoing agreement was fully explained by us in open council to the Indians of the Red Lake Reservation, Minnesota; that it was fully understood by them before signing, and that the agreement was duly executed and signed by said Indians.

JOS. O. ROY,  
O. W. MORRISON,  
PETER GRAVIES,  
Interpreters.

RED LAKE AGENCY, MINN., March 12, 1902.

We, the undersigned, do hereby certify that we witnessed the signatures of James McLaughlin, U. S. Indian inspector, and the two hundred and twenty (220) Indians of the Red Lake Reservation, Minnesota, to the foregoing agreement.

DANIEL SULLIVAN,  
Overseer in charge of Subagency.  
FRANK H. KRATKA,  
Mayor of Thief River Falls, Minn.  
B. L. FAIRBANKS,  
White Earth Agency, Minn.

RED LAKE AGENCY, MINNESOTA, March 12, 1902.

I hereby certify that the total number of male adult Indians, over eighteen (18) years of age, belonging on the Red Lake Reservation, is three hundred and thirty-four (334), of whom two hundred and twenty (220) have signed the foregoing agreement.

G. L. SCOTT,  
Maj. 10th Cavalry, Acting Indian Agent.

LEECH LAKE AGENCY, MINNESOTA, March 17, 1902.

And  
Whereas it is deemed for the best interests of the said Indians that said agreement be amended and modified as hereafter provided: Therefore,

Second. Amend by striking out all after the enacting clause of the bill and insert the following:

That said agreement be, and the same is hereby, modified and amended so as to read as follows:

"ARTICLE I. The said Indians belonging on the Red Lake Indian Reservation, Minnesota, for the consideration hereinafter named, do hereby cede, surrender, grant, and convey to the United States all their claim, right, title, and interest in and to all that part of the Red Lake Indian Reservation lying west of the range line between ranges thirty-eight and thirty-nine, west of the fifth principal meridian, the tract of land hereby ceded approximating two hundred and fifty-six thousand one hundred and fifty-two acres, and also hereby agree that all of said Indians now residing on the tract hereby ceded shall remove to the diminished reservation within six months after the ratification of this agreement, and shall be paid not exceeding twenty thousand dollars in cash by the Indians of said Red Lake Reservation out of the first payment received by them from the proceeds of this cession, said twenty thousand dollars, or so much thereof as may be necessary, to be paid equitably to those thus removing, in proportion to the value of their respective improvements, which payment by said Red Lake Indians shall be in full for all improvements which they will abandon, and also for the removal within the diminished reservation of their dead from where they now are buried on the tract hereby ceded.

"ART. II. In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement the United States stipulates and agrees to sell, subject to the homestead laws of the United States, under rules and regulations to be prescribed by the Secretary of the Interior, in tracts not to exceed one hundred and sixty acres to each individual, all of said lands, except lands remaining unsold after five years from the first sale hereunder, which may be sold without reference to the provisions of the homestead law. Said land shall be sold for not less than four dollars per acre, and shall be sold upon the following terms: One-fifth of the purchase price to be paid at the time of sale and the balance of the purchase price of said land to be paid in five equal annual installments, due in one, two, three, four, and five years from date of sale, respectively, and to pay over to said Indians all of the proceeds realized from the sale of the said lands as herein provided.

"ART. III. It is understood that of the amount realized from the sale of said lands a sum of not exceeding three hundred thousand dollars shall be paid in cash per capita, share and share alike, to each man, woman, and child belonging on said Red Lake Indian Reservation within ninety days after the first sale herein provided for, and the remainder of the proceeds of the sale of said lands shall be paid in cash per capita in fifteen annual installments, the first of which fifteen annual installments is to be paid in the month of October of the year following that in which the payment of the said three hundred thousand dollars is made, as provided in this agreement, and in the month of October of each year thereafter, and all moneys received after the expiration of said fifteen years shall be apportioned in like manner among said Indians and paid to them on the first day of October in each year.

"ART. IV. It is further agreed that the said Indians belonging on the said Red Lake Indian Reservation, Minnesota, shall possess their diminished reservation independent of all other bands of the Chippewa tribe of Indians and shall be entitled to allotments thereon of one hundred and sixty acres each, of either agricultural or pine land, the different classes of land to be apportioned as equitably as possible among the allottees.

"ART. V. It is understood that nothing in this agreement shall be construed to deprive the said Indians belonging on the Red Lake Indian Reservation, Minnesota, of any benefits to which they are entitled under existing treaties or agreements not inconsistent with the provisions of this agreement. It is the intention of this agree-

ment that the United States shall act as trustee for said Indians to dispose of said land and to expend and pay over the proceeds as received from the sale thereof only as received, as herein provided.

"ART. VI. This agreement shall take effect and be in force when accepted and ratified by the Congress of the United States."

Sec. 2. That said agreement be, and the same is hereby, accepted and ratified as herein amended.

Sec. 3. That the Secretary of the Interior is hereby authorized and directed to sell, subject to the homestead laws of the United States, under such rules and regulations as he may prescribe, in tracts not to exceed one hundred and sixty acres to each individual, all that part of the Red Lake Reservation, in the State of Minnesota, lying westerly of the range line between ranges thirty-eight and thirty-nine west of the fifth principal meridian, approximating two hundred and fifty-six thousand acres. And the said land shall be sold for not less than four dollars per acre, and shall be sold upon the following terms: One-fifth of the price bid therefor to be paid at the time the bid is made, and the balance of the purchase price of said land to be paid in five equal annual installments, due in one, two, three, four, and five years from date of sale, respectively, payments to be made to the receiver of the United States land office for the district in which said land may be situated. And in case any purchaser fails to make such annual payments promptly when due, or within sixty days thereafter, all rights in and to the land covered by his or her purchase shall at once cease, and any payments made shall thereupon be forfeited and the Secretary of the Interior shall thereupon declare such forfeiture by reoffering said land for sale. And no patent shall issue to the purchaser until the purchaser shall have paid the purchase price and in all respects complied with the terms and provisions of the homestead laws of the United States: *Provided*, That such purchaser shall have the right of commutation, as provided by section twenty-three hundred and one of the Revised Statutes of the United States, by paying for the land at the price for which it sold, receiving credit for payments previously made: *Provided further*, That such purchaser shall make his final proof conformable to the homestead laws within six years from the date of sale; that aliens who have declared their intention to become citizens of the United States may become purchasers under this act, but before making final proof and acquiring title must take out their full naturalization papers, and that persons who may have heretofore exhausted their rights under the homestead law may become purchasers under this act: *Provided further*, That after the first sale hereunder shall be closed, the lands remaining unsold shall be subject to sale and entry at the price of four dollars per acre by qualified purchasers, subject to the same terms and conditions as herein prescribed as to lands sold at said first sale: *Provided further*, That all lands above described which shall remain unsold at the expiration of five years from the date of the first sale hereunder shall be offered for sale at not less than four dollars per acre (and lands remaining unsold after such sale shall be subject to private entry and sale at said price), without any conditions whatever except the payment of the purchase price: *And provided further*, That wherever the boundary line of said reservation runs diagonally so as to divide any Government subdivision of a section, and the owner of that portion of such subdivision now being outside of the reservation becomes the purchaser of that portion of such subdivision lying within the reservation, residence and improvements upon either portions of such subdivision as provided by the homestead law shall constitute a compliance as to all such Government subdivisions.

All of the Indians residing upon the tract above described shall remove therefrom to the diminished reservation within six months after the passage of this act; and there is hereby appropriated from the proceeds of said sale the sum of twenty thousand dollars, or so much thereof as may be necessary, to be paid to those thus removing in proportion to their respective improvements, which payment to the said Red Lake Indians shall be in full for all improvements which they will abandon, and also for the expense of removal within the diminished reservation of their dead from where they are now buried on the tract above described, and the expense of making allotments.

The proceeds of said lands as realized from time to time shall be paid into the United States Treasury to the credit of the Indians belonging on said reservation. Of the amount realized from the sale of said lands a sum not exceeding three hundred thousand dollars shall be paid in cash, per capita, share and share alike, to each man, woman, and child belonging on said Red Lake Indian Reservation within ninety days after the first sale herein provided for, and the remainder of the proceeds of the sale of said lands shall be paid in cash, per capita, in fifteen annual installments, the first installment to be paid in the month of October of the year following that in which the payment of the three hundred thousand dollars is made; and all moneys received after the expiration of said fifteen years shall be apportioned in

like manner among said Indians and paid to them on the first day of October in each year.

The Secretary of the Interior is hereby vested with full power and authority to make such rules and regulations as to the time of notice, manner of sale, and other matters incident to the carrying out of the provisions of this act as he may deem necessary, and with authority to continue making sale of said lands until all of said lands shall have been sold.

In addition to the price to be paid for the land, the entryman shall pay the same fees and commissions at the time of commutation or final entry, as now provided by law, where the price of land is one dollar and twenty-five cents per acre.

Sec. 4. That nothing in this act contained shall in any manner bind the United States to purchase any portion of the land herein described, or to guarantee to find purchasers for said lands or any portion thereof; it being the intention of this act that the United States shall act as trustee for said Indians, to dispose of said lands and to expend and pay over the proceeds received from the sale thereof only as received, as herein provided.

Sec. 5. That this act shall take effect and be in force from and after its passage.

In March, 1902, the Red Lake and Pembina bands of Chippewa Indians in Minnesota made the agreement recited in the preamble of the foregoing bill as amended.

The Senate passed an act at the last Congress to ratify this agreement, but it failed in the House because it required an appropriation of \$1,000,000.

The plan of the original agreement involved the direct purchase of the land and the reimbursement of the Government by sale of the land.

The bill amends this agreement so as to provide for the sale of the land and the payment of the proceeds to the Indians, making the Government not a purchaser, but a trustee for the sale of the land and paying the proceeds over to the Indians. This change is in harmony with the policy of the Interior Department, the Commissioner of Indian Affairs, and of this committee not to submit any more agreements to the Indians for ratification, but to deal with their property in such manner as is deemed to be for their best interests.

The land embraced in this bill consists of 256,152.28 acres, being all that part of the Diminished Red Lake Reservation in Minnesota lying west of range line between R. 38 and 39 W. of the principal meridian. Relative to the character of the land, the Indian inspector who negotiated the agreement reports that, taken as a whole, they are excellent agricultural lands; that there are some marshes within the tract, the most of which, however, afford good grass, and with drainage, which is quite feasible, most of the land can be brought under cultivation.

There is no pine timber on the ceded portion, but there are a great many scattering small trees, chiefly poplar and oak, sufficient to provide fuel for prospective settlers.

The compensation provided for to the Indians for these lands in the original agreement was \$3.90 per acre, which the Commissioner of Indian Affairs, in his letter of March 28, 1902, states is, in his judgment, fair and reasonable. The minimum price fixed for these lands in this bill is \$4 per acre, and the Secretary of the Interior is authorized to sell these lands, subject to the homestead law, and not more than 160 acres to any one person, at as much more as they will bring, in such manner as he may prescribe; and after the lapse of five years, if any land remains that has not been sold subject to the homestead law, they may be sold at not less than \$4 per acre without any conditions whatever except the payment of the purchase price. This provision is intended to apply to those parts of this tract which are