THE SECRETARY OF THE INTERIOR,

TRANSMITTING:

A COPY OF A COMMUNICATION FROM THE COMMISSIONER OF INDIAN AFFAIRS, TOGETHER WITH COPIES OF AGREEMENTS WITH THE KLAMATH INDIANS FOR RELINQUISHMENT OF PART OF THEIR RESERVATION, AND A DRAFT OF A BILL.

December 8, 1900.—Referred to the Committee on Indian Affairs and ordered to be printed.

DEPARTMENT OF THE INTERIOR,
Washington, December 8, 1900.

SIR: I have the honor to transmit herewith copy of a communication of the 24th ultimo from the Commissioner of Indian Affairs, together with copies of agreements made by Indian Inspectors McConnell and McLaughlin with the Klamath Indians for the relinquishment of all their rights and interest in and to any part of their reservation in the State of Oregon, as provided by the Indian appropriation act approved July 1, 1898 (30 Stat. L., 571).

On January 2, 1899, Inspector McConnell submitted an agreement concluded by him December 28, 1898, with said Indians. This agreement, the Commissioner states, was not satisfactory in some respects, being at variance with the findings of the boundary commission appointed under the authority of the Indian appropriation act of June 10, 1896, whose report may be found in Senate Executive Document No. 93, Fifty-fourth Congress, second session.

In view of the apparent difference of opinion as to the value of the lands (621,824.28 acres) excluded from the treaty reservation of the Klamath Indians, by erroneous survey, the Department deemed it advisable to instruct Inspector McLaughlin to proceed to the Klamath country for the purpose—

First, of determining, after thorough investigation, whether the price fixed by the boundary commission is a fair and reasonable one, in view of all the circumstances, and equitable to the Indians and not unjust to the Government.

Second, to endeavor to negotiate an agreement with the Indians which would contain such provisions as to the amount and term...
KLAMATH INDIAN RESERVATION.

payment to be made as he is willing to indorse and recommend, and which can be submitted to Congress with the full indorsement and hearty recommendation of the Indian Office and the Department.

An agreement was concluded with the Klamath Indians by Inspector McLaughlin on the 24th of October, 1900, which is satisfactory to the Department, and I transmit herewith draft of a bill to ratify the same, with request for early and favorable consideration.

Very respectfully,

E. A. Hitchcock,
Secretary.

The Speaker of the House of Representatives.

DEPARTMENT OF THE INTERIOR,
Office of Indian Affairs,
Washington, November 24, 1900.

SIR: This office is in receipt, by Department reference for early consideration, report, and recommendation, of the report of Inspector James McLaughlin, dated October 29, 1900, transmitting an agreement entered into by him, on the part of the United States, with the Indians of the Klamath Agency, Oreg.

The Indian appropriation act of June 10, 1896 (29 Stat. L., 331), authorized the President to appoint a commission of three persons—

To visit and thoroughly investigate and determine as to the correct location of the boundary lines of the Klamath Indian Reservation in the State of Oregon, the location of said boundary lines, to be according to the terms of the treaties heretofore made with said Indians establishing said reservation; and when the correct location of said treaty boundaries of said reservation shall have been so ascertained and determined said commission shall ascertain and determine, as nearly as practicable, the number of acres, if any, of the land, the character thereof, and also the value thereof in a state of nature, that have been excluded from said treaty reservation by the erroneous survey of its out boundaries, as now existing and as shown and reported to have been made in reports of the Commissioner of Indian Affairs and of the Commissioner of the General Land Office, submitted to the Senate by the Secretary of the Interior, and as set out in Senate Executive Documents numbered one hundred and twenty-nine, Fifty-third Congress, second session, and numbered sixty-two, Fifty-third Congress, third session.

And said commission shall make report of the facts ascertained and of their conclusions and recommendations upon the matters hereby committed to them to the Secretary of the Interior, who is hereby directed to report the facts found and reported by said commission and their conclusions and recommendations in the matter, together with his recommendations thereon, to the next regular session of Congress for its action.

The contention regarding the location of the boundary lines of the Klamath Reservation and the erroneous survey thereof is fully set out in the documents above referred to.

Under the foregoing legislation Messrs. W. P. Coleman, R. P. Hammond, and I. D. Applegate were appointed commissioners.

They found the area of the lands excluded from the reservation by the erroneous survey to be 67,490 acres, value of the same being $38,270.

Their report, dated December 18, 1896, was submitted to the Senate by the Secretary of the Interior, January 26, 1897, accompanied by the draft of an item prepared in this office to be inserted in the Indian appropriation bill appropriating said sum for payment to the Indians of the Klamath Reservation in the manner therein indicated,
said payment to be in full of all claims and demands of said Indians growing out of the said erroneous survey.

The Secretary recommended that the matter receive early and favorable recommendation by the Congress.

The report and accompanying papers may be found in Senate Executive Document No. 93, Fifty-fourth Congress, second session.

At the second session of the Fifty-fifth Congress the following appropriation and provisions were inserted in the Indian appropriation act approved July 1, 1898 (30 Stat. L., 571):

For resurvey of the exterior boundaries of the Klamath Reservation (so called), in the State of Oregon, in accordance with the provisions of the first article of the treaty made and concluded with the said Klamath and other Indians October fourteenth, eighteen hundred and sixty-four, and proclaimed February seventeenth, eighteen hundred and seventy, ten thousand dollars, or so much thereof as may be necessary, such survey to be made under the direction of the Secretary of the Interior and in such way as he may determine.

To enable the Secretary of the Interior, who is hereby authorized and directed to negotiate through an Indian inspector with said Klamath Indians for the relinquishment of all their right and interest in and to any part of said reservation, and also to negotiate with them as respects any and all matters growing out of their occupation of said reservation under said treaty, and the Secretary of the Interior shall also ascertain what portion of the reservation is occupied by citizens of the United States, and for what purpose and under what title; and to pay the necessary expenses incident to such negotiations and examination, two thousand dollars, or so much thereof as may be necessary, any agreement made hereunder to be submitted to Congress for its approval.

July 15, 1898, this office recommended that the Commissioner of the General Land Office be instructed to cause the boundary lines of the Klamath Reservation to be surveyed in accordance with the provisions of the treaty of October 14, 1864, as ascertained by the commission appointed under the act of June 10, 1896.

October 8, 1898, instructions for the guidance of Inspector W. J. McConnell, who had been selected by the Secretary to carry out the provisions of the second paragraph of the act of July 1, 1898, above quoted, were prepared and submitted for the approval of the Department.

January 2, 1899. Inspector McConnell submitted his report, accompanied by an agreement concluded by him December 28, 1898, with the Indians of the Klamath Reservation, which report, with the agreement, was transmitted to this office for report and recommendation January 18, 1899.

By article 1 of said agreement said Indians ceded, sold, relinquished, and conveyed to the United States all their claim, right, title, and interest in and to all that part of the Klamath Reservation between the boundaries as described in the treaty of October 14, 1864, and confirmed by the Klamath boundary commissioners in their report of December 18, 1896, and the reservation line as established by the survey made in 1871, under the authority of the General Land Office, it being understood that the portion of the reservation thus ceded approximated 617,490 acres. The number of acres so ceded, however, to be finally determined by the resurvey of the exterior boundaries, as provided in the act of July 1, 1898.

By article 2 the United States, in consideration of said cession, agreed to pay said Indians the sum of $583,270, or the sum of 86.36 cents per acre for the quantity of land as finally determined by the survey.

By the third article it was stipulated that said amount of $583,270, more or less, after the payment of the legal fees of attorneys, and until
Congress further provided, be deposited in the Treasury of the United States to the credit of the said Indians and draw interest at the rate of 5 per cent per annum, said interest to be paid to the Indians annually per capita.

It was further agreed that the above sum, or the amount remaining after the payment of attorneys’ fees, should remain in the Treasury as before provided until such time as the Klamath Indians should, by petition through the United States Indian agent and the Commissioner of Indian Affairs, subject to the approval of the Secretary of the Interior, ask to have such sums paid to them per capita from time to time as their needs might require.

By the fourth article it was provided that the lands ceded, retained, and those allotted should be subject to all the laws of the United States prohibiting the introduction of intoxicants into the Indian country, and that the allottees, whether under the care of the Indian agent or not, should be subject to all the laws of the United States prohibiting the sale or other disposition of intoxicants to Indians.

The fifth article provided that so long as the United States maintained an Indian boarding school on the Klamath Reservation, the attendance and control of the pupils should be governed by the regulations of the Indian Office.

The sixth article continued the existing provisions of all treaties not inconsistent with the agreement.

The seventh article provided that it should not take effect until ratified by Congress.

In submitting the agreement Inspector McConnell stated that only 62,361 acres of the land excluded from the reservation by the erroneous survey had been entered, of which the Oregon Central Military Wagon Road Company had filed upon 31,000 acres, and the State of Oregon upon 24,251 acres, leaving 7,050 acres that had been taken up by settlers, leaving a balance of 555,129 acres of the excluded land then unoccupied. He stated that it was fair to presume that the unoccupied land was of but little value, if not practically worthless, having been allowed to remain unentered for twenty-five years, and that there was no apparent reason why the Indians should not be allowed to retain the unoccupied or unclaimed lands, and payment made to them for the 62,361 acres that had been transferred to settlers and other claimants. He stated that if Congress desired to purchase from the Indians all the lands excluded by the erroneous survey the sum to be paid them should not exceed $250,000, and if they were to receive $333,270, it should be understood by them that the amount in excess of $250,000 was a gift on the part of the Government, to be expended for their benefit under the direction of the Secretary of the Interior.

He related the result of the councils with the Indians and his failure to induce them to consent to any agreement which would permit the Government to buy anything for them, or make any improvements with their money, they being only willing to enter into an agreement under which all money would be deposited to their credit.

Notwithstanding his views he concluded the agreement hereinbefore set forth.

This agreement not being in some respects satisfactory to this office, and Inspector McConnell’s report being at variance with the findings of the Boundary Commission, and such action having also been requested by the attorneys for the Indians, this office under date of
May 15, 1899, recommended that Inspector James McLaughlin, who had had a long experience with various Indian tribes, and who had been eminently successful in negotiating with them, be instructed to visit the reservation with the purpose, "first, of determining, after thorough investigation, whether the price fixed by the Boundary Commission is a fair and reasonable one, in view of all the circumstances, and equitable to the Indians and not unjust to the Government; and, second, to endeavor to negotiate an agreement with the Indians which will contain such provisions as to the amount and terms of the payment to be made as he is willing to indorse and recommend, under the instructions to be given him, and which can be submitted to Congress with the full indorsement and hearty recommendation of this office and the Department."

May 7, 1900, the Commissioner of the General Land Office advised this office that he had accepted the surveys of the boundary lines of the Klamath Reservation and transmitted 39 township plats, 1 large map with photolithographic copy, and duplicate transcript of field notes. This survey shows that 621,824.28 acres were excluded from the treaty reservation of the Klamath Indians by the erroneous survey.

June 13, 1900, you advised this office that, in view of the apparent difference of opinion as to the value of the lands, you had reached the conclusion that further negotiations with the Indians were advisable, and that you had instructed Inspector McLaughlin to proceed to the Klamath country for the purpose.

The agreement submitted by Inspector McLaughlin was made and entered into on the 24th day of October, 1900. By the first article the Indians cede, surrender, and convey to the United States all their claim, right, title, and interest in and to all that part of the Klamath Indian Reservation lying between the boundaries described in the treaty of October 14, 1864, as confirmed by the Klamath Boundary Commission, and the reservation boundary lines, as established by the survey made in 1871, under authority of the General Land Office, said tract so ceded and relinquished comprising 621,824 acres.

By article 2, in consideration of the lands ceded, the United States stipulates and agrees to pay to and expend for said Indians, in the manner thereafter provided, the sum of $537,007.20, being at the rate of 86.36 cents per acre. (The exact amount, according to the survey, is $537,007.35.)

By article 3 it is agreed that of the amount to be paid to the Indians, as stipulated in article 2, the sum of $25,000 shall be paid in cash, pro rata, share and share alike, to each man, woman, and child belonging to the said Klamath and other tribes under the jurisdiction of the Klamath Agency, within 150 days from and after the date of the ratification of the agreement, and the sum of $350,000 shall be deposited in the Treasury of the United States to the credit of said Indians, and shall draw interest at the rate of 5 per cent per annum, which interest shall be paid to said Indians annually per capita in cash, and that the remainder of said sum of $357,007.20, after the payment of the legal fees of attorneys having duly approved contracts, shall be expended for the benefit of said Indians under the direction of the Secretary of the Interior, upon requisition of the Indians, through the United States Indian agent, in the drainage and irrigation of their lands and the purchase of stock cattle for issue to said Indians, and for such other purposes as may in his opinion best promote their welfare; provided, that
beneficiaries whose allotments will not be benefited by the irrigation systems constructed under this provision shall not bear any of the expense of such irrigation construction, and shall, as nearly as practicable, receive an equivalent in value of the stock cattle and other articles contemplated, that each beneficiary may thus receive his or her proportionate share of the benefits of this provision; and provided further, that in addition to the interest on the fund deposited in the United States Treasury the Secretary of the Interior may, in his discretion, expend for the benefit of said Indians, including reasonable cash payments per capita, not to exceed 10 per cent per annum of the principal fund, upon a majority of the male adult Indians of Klamath Agency petitioning for the same, through the Commissioner of Indian Affairs.

By article 4 it is understood that nothing in the agreement shall be construed to deprive the said Klamath and other Indians of any benefits to which they are entitled under existing treaties, not inconsistent with the provisions of this agreement.

Article 5 provides that it shall take effect and be in force when signed by Indian Inspector McLaughlin and by a majority of the male adult Indians, parties thereto, and when approved by the Secretary of the Interior and accepted and ratified by Congress.

The agreement is signed by 200 male adult Indians of the Klamath Agency. Agent Applegate certifies that the total number of male adult Indians over 18 years of age belonging to the Klamath Agency is 296.

Joseph Kirk, Rev. Jesse Kirk, William Crawford, Robert Wilson, who sign their own names, and Harrison Brown, who signs by mark, members of the Klamath and Mocoe tribe and Yahooskin band of Snake Indians, and constitute a committee duly appointed by their people to negotiate with Inspector McLaughlin, certify that the agreement dated October 24, 1900, was fully understood by them, and also by the Indians who signed the same, and that the signatures of the Indians to said agreement were of their own free will and without due influence or promise of future reward.

In his report Inspector McLaughlin states that upon his arrival at the Klamath Agency on October 8, 1900, he immediately proceeded to obtain information regarding the character of the country, nature of the soil, and quality of the timber within the tract involved, and that from the 8th to the 20th of that month he was engaged in the work, during which twelve days he traveled, including his trips over the reservation to outlying points of the adjoining lands in question, a distance of about 260 miles; that commencing at a point on the boundary line about a mile north of the bridge across Wood River at Fort Klamath, he proceeded as nearly as practicable along said boundary line to the summit of the ridge which divides the upper and middle Klamath lakes, as referred to in the treaty of 1864, traveling over said ridge a considerable distance, from which elevation he had an extensive view of the adjacent foothills and mountain slopes, all of which he found to be heavily timbered, yellow pine predominating, with considerable sugar pine, red cedar, and some fir interspersed; that yellow pine is the chief timber of the heavy forests throughout that section of country, producing an excellent quality of lumber for all ordinary purposes, and the sugar pine, so called, is a species of white pine, possessing a high market value for finishing material, being
much preferable to yellow pine for the finer kinds of work, while the red cedar furnishes excellent timber for shingles, fence posts, etc.; that the ridge which forms the western boundary of the treaty reservation is a spur of the eastern range of the Cascade Mountains, and its eastern slope for a distance of about 40 miles is within the excluded area and is well covered with good merchantable timber of the varieties above mentioned, also numerous plateaus through the level and sterile portions of the excluded tract contain groves of good, fine timber; that there is a heavily timbered belt of not less than 6 miles in width and 40 miles in length within the excluded tract, along the eastern slope and foothills of the mountain ridge which forms the western boundary of the treaty reservation, in which belt there are many million feet of excellent pine timber, which will become very valuable as soon as certain projected lines of railroad are constructed by which the timber can be profitably converted into lumber and marketed; that from the foothills of the excluded range, the ridge of which forms the western boundary of the excluded lands, the country for a considerable distance east is of inferior quality, no merchantable timber growing upon it, but that there is a dense growth of small, black pine throughout the greater portion of the tract that range in size from small saplings to trees 14 inches in diameter, which species of scrub pine is of little value other than for fence poles or fuel; that this character of country, which is of little value, embraces a tract of the excluded area approximating 40,000 acres; that the whole of Sugar Pine Mountain is heavily timbered with an excellent quality of sugar pine, yellow pine, and red cedar, there being in the said sterile black pine tracts several small plateaus of good yellow pine, with an occasional patch of grass land, which latter affords limited grazing; that the soil throughout the excluded portion which lies east of Klamath marsh is of a different character to that on the west side of the marsh, there being no pumice east of the marsh, and the soil of a much better quality, but there are several tracts of sterile lands along the base of Winter Ridge, the eastern border of Sycan marsh, and in the southeast portion of the excluded lands, which are very rocky, being thickly covered with lava rock and upon which there is no vegetation except a few juniper trees of stunted growth, which character of land, aggregating approximately 25,000 acres in the excluded portion, is practically worthless; that the Sycan meadow and Thompson valley, which extends north from said marsh together with extensive meadows and arable lands in the upper Sprague River district, aggregating approximately 20,000 acres, are especially fertile and very productive, and Yamsay Mountain, a large portion of which is situated within the excluded area, is well timbered, as is also the eastern slope of Winter Ridge, which forms the eastern boundary of the excluded lands; and that from Mount Frances, which is the northeastern corner of the treaty reservation, along Winter Ridge to Gerhart Mountain, where the said ridge terminates abruptly, a distance of about 45 miles, there is a pine-timber belt averaging about 7 miles in width which extends along the entire distance.

He estimates the merchantable pine timber in the excluded portion of the Klamath Reservation along the Cascade Range on the west, Sugar Pine Mountain on the north, Yamsay Mountain in the northeast, and Winter Ridge on the east, together with the numerous small plateaus of good pine throughout the inferior and black-pine portions, at 350,000 acres.
He quotes from different authorities to show that this timber, while now of little value owing to its inaccessibility, will become valuable in the near future by the construction of railroads, etc. He regards $2.50 per acre a fair average value for lands in their native state throughout the southeastern portion of the excluded area, exclusive of the lava-rock portions, which latter are worthless. His report shows that he has availed himself of every possible means to arrive at the value of the lands excluded, and states that while it is true that there are a great many acres of valueless lands in the tracts, there are many acres of arable land which already possess a considerable value and an immense amount of pine timber that must become very valuable in the near future; and taking into consideration the twenty-nine years that the Klamath Indians have been deprived of these lands, together with the value of the valleys, meadows, and heavily timbered portions, he most heartily endorses the price fixed upon said lands by the boundary commission in 1896, to wit, 86.36 cents per acre.

He then relates his negotiations in council with the Indians, stating that he advised them that the Department was opposed to per capita cash payments, as large cash payments have a demoralizing effect upon the Indians and that it was, therefore, desired by the Department that the greater portion of the amount the Indians were to receive be placed in the United States Treasury to their credit to draw 5 per cent interest annually, the remainder, after paying legal fees of attorneys having duly approved contracts, to be expended under the direction of the Secretary for such purposes as would be of the greatest benefit to them, not for the present time only but for their future welfare. The Indians at first demanded and urgently insisted upon a large cash payment, but finally yielded to his arguments and were brought to appreciate the advantage of having the money expended as stipulated in the agreement.

He states that the $25,000 per capita cash payment was conceded by him after careful consideration that the beneficiaries might thus be enabled to liquidate their indebtedness, consisting chiefly of small grocers' bills and a few mowing machines, etc. This cash payment for the 1,138 Indians of the agency, being about $22 per capita, he thinks will be of great benefit to the beneficiaries and will be judiciously expended by most of them, and especially appreciated by the very old people who would not be particularly benefited in a tangible way should the money be all expended in irrigation and the purchase of stock cattle. The Indians were very much opposed in the beginning to any provision for irrigation, maintaining that those desiring such should construct their own ditches, but finally consented to its incorporation into the agreement with the proviso that only those who will be benefited by the irrigation shall bear any expense of its construction. The equalization is to be secured by giving those who do not receive any benefit from irrigation a larger share of other benefits.

He states that the Klamath and Modoc Indians all dress as whites, wear their hair short, and are well advanced in civilization, and while they are not what can be termed fully civilized the elements of progress are well grounded and steadily developing among them. They are fairly well educated, the majority of them being quite well advanced, and of the 200 whose signatures are attached to the agreement 95 signed their own names.
He states that the Klamath Reservation with an altitude approximating 4,500 feet is not adapted to agricultural purposes other than the growing of fodder, which at present is raised in valleys along the streams and other low places where there is sufficient moisture, and with irrigation of the lands as contemplated by the agreement, the amount of timothy, red mammoth clover, grain fodder, and wild grass that can be raised on the reservation will only be limited by the acreage cultivated.

He also states that there is no finer section in Oregon for stock growing, and that this industry should be fostered and encouraged, as it is the only remunerative industry in that section of the country.

The agreement concluded by Inspector McLaughlin is satisfactory to this office, and without doubt is far better for the future prosperity of the Indians than the disposition of their funds proposed in the former agreement. The price fixed upon the lands, in view of the report of the boundary commission and Inspector McLaughlin's minute and careful investigation, is regarded as just and fair.

These Indians have patiently waited for more than thirty years for the recognition of their rights to the lands given them by treaty stipulations, and a settlement with them should no longer be deferred. The draft of a bill to ratify the agreement has been prepared and is herewith transmitted with duplicate copies of the papers, including certified list of lands entered by citizens of the United States, by the Oregon Central Military Wagon Road Company, and by the State of Oregon, on the tract excluded from the Klamath Reservation by the erroneous survey made in 1871, with the recommendation that they be transmitted to both branches of Congress, with earnest recommendation for early and favorable consideration. But one copy of the map of the boundary, as surveyed under the act of 1898, is transmitted, as it is not presumed the papers will be printed by both Houses. It is not thought necessary to transmit the township plats and field notes, a true location of the boundary being shown on the large map.

Very respectfully, your obedient servant,

W. A. Jones,
Commissioner.

The Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
INDIAN SCHOOL SERVICE,

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

SIR: Pursuant to instructions from the Commissioner of Indian Affairs, approved by the Acting Secretary October 12, 1898, I came to this agency, as directed, for the purpose of concluding a treaty with the Klamath and other Indians on the Klamath Reservation.

My first effort after arriving here was to ascertain what portion of the reservation was occupied by citizens of the United States, for what purpose, and under what title.

To acquire this information I visited the local land office and there secured a certified list of all the lands now occupied or claimed by citizens of the United States located on the tract which was found by the boundary commissioners to have been excluded from the Klamath Reservation by the erroneous survey made in 1871.

I inclose herewith the list obtained as stated. It embraces all the entries made
prior to December 8, 1898, and shows that since the plats were filed in the land office a period of approximately twenty-five years, only 62,361 acres have been entered.

Of that amount, the Oregon Central Military Wagon Road Company has filed upon 31,000 acres, under the provisions of the act of July 2, 1864, and the State of Oregon 24,281 acres. It will be noted that only 7,080 acres have been taken up by proposed settlers under homestead, preemption, and timber-culture acts.

The three classes of entries named aggregate 62,361 acres, leaving a balance of 555,129 acres of the excluded land yet unoccupied. The land entered by the Oregon Company embraces the odd sections, whether good or bad, along the line of their road at a distance of 3 miles on each side.

It is fair to presume that the unoccupied land is of but little value, if not practically worthless, having been allowed to remain unoccupied for twenty-five years. There is no apparent reason why the Indians should not be allowed to retain the 555,129 acres which are not occupied or claimed, and payment be made them for the 62,361 acres which have been transferred to settlers and other claimants.

The following, which is an abstract from page 11 of the report of the boundary commissioners, explains their views concerning the character of this land:

"The area which we ascertain and determine to have been excluded from the treaty reservation, by the erroneous survey of its boundary, is 617,490 acres.

"The character of the excluded area varies greatly. There are some limited tracts of good meadow and grazing lands, but the major portion of the area is of inferior quality. With the exception of the meadows of the Sycan and Sprague river sections, which are the principal bone of contention, the greater part of the excluded land consists of rocky and sterile mountain ranges, producing very ordinary timber and little grass.

"The territory in the vicinage of Mount Scott and Cowhorn, on the northwest and north, is especially of little or no value. Being of volcanic formation, the land consists of a substrata of basalt and pumice stone, lighted with volcanic ashes and decomposed pumice, offering scanty sustenance to vegetation.

"The extensive areas embraced in the eastern slopes and spurs of the Yamsay Mountains, and the western of Winter Ridge, are likewise of little worth, owing to their rugged and rocky formation."

They were undoubtedly right in their conclusions as to the excluded district, being, I understand, unanimous in that particular, but in the fixing of the price per acre they had to make concessions to each other. The price they named, being fractional, shows this to be true. I learned that each marked his appraisement in figures these were added, and their sum divided by three. Thus the price determined represents their average judgment.

Mr. I. D. Applegate, one of the boundary commissioners, was employed by the Indians as their attorney in the Wagon Road land cases, pending in the Department. As that position rendered him ineligible to act upon the commission, he resigned his attorneyship to accept a place upon the boundary commission.

Whether his former relation to the Indians influenced his judgment as to the price of the land excluded or not, his figures were high enough to bring the average to the price stated in their report.

The Sycan and Sprague River sections mentioned by the commission constitute the lands which have been taken, and the remainder is practically worthless.

A fair average price for all the lands in their native state now held by the citizens of the United States, by the Oregon Wagon Road Company, and the State of Oregon, would not exceed $2.50 per acre, or $155,000, while the remainder of the land which is considered by the boundary commission to be "of little or no value," could not by any process of reasoning be appraised at $100,000.

If Congress desires to purchase from the Indians all the land excluded by the erroneous survey, the sum to be paid them should not exceed $250,000, and if they are to receive $638,270 it should be understood by them that the amount in excess of $250,000 is a gift on the part of the Government, and is to be expended for their benefit under the direction of the Secretary of the Interior.

The Indians of this reservation, as well as others, should be taught that while the Government is willing to deal fairly with them, they can not "jockey" with the Department and Congress.

The leading men to-day on this reservation have been educated by the Government, quite a number being sons of the Army, which was stationed here for some time. They will compare, both in education and shrewdness, very favorably with average frontier settlers. They are not willing to accept the generous offer which I was instructed to make to them, believing that they will receive cash payments. They are stimulated in this belief by the white men in and around the reservation.
After my return from the land office I called two councils, one to be held at William
son River and the other at Yainax, for the purpose of selecting six delegates at
each place, to meet with me at the agency on a day named. This was accordingly
done. Delegates were chosen on the 3rd of December, and they met with me in the
assembly room at the agency school on December 6 and organized by electing Har-
son Brown, a full-blood Indian, chairman; and Henry Wilson, one of the Indian
judges, secretary. The attendance was not limited to the delegates, the large room
being filled with spectators, both male and female.

I stated my mission and told them what was the desire of the Secretary, read to
them the report of the boundary commission, and explained to them that the Gov-
ernment was disposed to be liberal, but that while it was known and conceded in
Washington that they were a good lot of Indians, had been friendly to the whites,
and had made greater progress than most of the Western tribes, yet there were many
among their people, including the children, who were not capable of taking care of
money; consequently the Government proposed to place to their credit $350,000, the
sum named in the agreement I had prepared under your directions, to draw interest
at 5 per cent, which interest would be paid them annually, per capita, and the
remainder, after paying attorneys' fees which they had contracted, would be spent
by the Secretary in such a manner and for such purposes as he thought would be for
the best interests of the people of the Klamath Reservation.

This proposal at once met with an almost unanimous protest. It developed the
situation and showed conclusively that they had resolved to accept nothing but
cash.

An adjournment was taken for several days, to permit the people to attend a
funeral and confer with one another.

At the next meeting I presented the following modification: "$50,000 to be
deposited in the United States Treasury, to draw interest as before proposed, and
the remainder to be expended under the direction of the Secretary of the Interior,
except as hereinafter stipulated:

Article 3: "It is stipulated and agreed that out of the money to be expended for
the benefit of the Indians as provided in article 2 of this agreement, the sum of five
thousand ($5,000) dollars, or so much thereof as may be necessary, shall be
expended for the erection of a sawmill at or near the junction of Sprague and Wil-
liamson rivers, and that the sum of three thousand ($3,000) dollars, or so much
thereof as may be necessary, shall be expended for the enlargement and improve-
ment of the sawmill at Yainax.

Article 4: "It is further stipulated and agreed that the sum of one thousand
($1,000) dollars, or so much thereof as may be necessary, shall be expended for the
erection and furnishing with tools at Klamath Agency School, of a blacksmith shop
to contain three (3) forges; and that a like sum, or so much thereof as may be neces-
sary, shall be spent for the erection of a similar shop, with like furnishings, at the
Yainax School.

Article 5: "It is further stipulated and agreed that a skilled blacksmith shall be put
in charge of each of the aforesaid shops for the purpose of teaching such of the larger
boys in each school as may choose the blacksmith trade, or as the agent, by and with
the consent of the commissioner, shall conclude to apprentice in such shops.

Article 6: "It is further stipulated and agreed that the sum of one thousand
($1,000) dollars of the money to be expended under the direction of the secretary, as provided
in this agreement, shall be used for the purpose of erecting and furnishing with tools
a carpenter and wagon-making shop at or near the Klamath Agency School; and that
a similar sum from the same fund shall be used at the Yainax Agency School. It is
also agreed that the sum of ($800) eight hundred dollars, or so much thereof as may
be necessary, out of the same fund, shall be expended in the erection of two bridges
on Williamson River and two on Sprague River, at such points as the U. S. Indian
agent may determine to be the most convenient for the Indians.

Article 7: "It is further stipulated and agreed that in making improvements under
this agreement all labor other than that of mechanics and engineers to superintend
the work shall be given to the Indians at such wages as the Commissioner of Indian
Affairs may consider just and equitable."

The Indians are continually clamoring for increased accommodations at the black-
smith, wagon-making, and carpenter shops, as well as at the lumber mills for sash
and doors, and I thought that by adding the foregoing articles they might accept
the whole, but I was mistaken.

They, however, agreed to accept a deposit of $350,000, requiring that it be carried
pro rate to the credit of each Indian, thus necessitating the opening of over 1,000
accounts with individual Indians in the United States Treasury; they further required
that the remainder be paid them pro rate in cash.
KLAMATH INDIAN RESERVATION.

To these requests I refused to accede. They then inquired if I would allow them to telegraph the Department and wait for them to get an answer. I agreed to do so, and they wired in conformity with their last demand. Your reply, refusing to change my instructions, was not received for six or seven days, during which time they had been holding meetings and resolving to accept nothing but money.

When we finally met again, I proposed to add to my former offer article 8, as follows:

"Article 8: It is further stipulated and agreed that if any of the aforesaid Klamath or other Indians conclude that the improvements and purchases to be made under this agreement will be of no benefit to the individual or individuals arriving at such conclusion, he, she, or they may make request in writing to the Secretary of the Interior that he may pay in cash their pro rata share of the money to be expended under his direction. Such request shall state that the applicant is over 21 years of age, is capable of taking care of his or her money, and that he or she will not be benefited by the purchase or improvements contemplated in this agreement. The Secretary of the Interior, upon receipt of such a request, shall make investigation to determine whether the statement made by the applicant are true, and if found to be so, cause payment to be made as requested."

They told me they would enter into no agreement to permit the Government to buy anything for them, or make any improvements with their money.

They proposed to enter into an agreement or treaty under which all the money would be deposited to their credit.

As this was their ultimatum, and as it left the matter to the decision of Congress, and finally to the determination of the Secretary of the Interior, I concluded the agreement which I herewith submit.

The amount of interest money which each individual will receive annually will be too small too enable them to irrigate or improve their lands, or to buy cattle. The Indians and their white advisers know this to be true, but they hope to get a cash payment in the near future. They will doubtless petition for it as soon as they learn that the treaty is ratified, and if that is denied, it will not be long until they ask for a portion of their funds to be expended as the Department first proposed.

Up to the present writing the progress made by these Indians has been such as to reflect great credit on the Indian Office, and is undoubtedly a source of gratification to all who are interested in the Indian problem. It is my judgment that if no agreement is made which will prevent the Department from having supervision over all expenditures in the way of improvements, including irrigation and drainage, and if no considerable amount of money is paid these people, their advance in civilization will be more rapid in the future than in the past.

But the payment to them, as they desire, of such a sum of money as is contemplated would be absolutely ruinous to their future prospects. All the money would soon be in the hands of a few Indians and the local traders, and the Government would then be obliged to begin their reformation anew, with greatly diminished prospects for future success.

Very respectfully,

The Secretary of the Interior.

Wm. J. McConnell,
United States Indian Inspector.

Agreement between the United States and the Klamath and Modoc tribes, and the Ya-hoo skin band of Snake Indians, State of Oregon.

Whereas Congress, under the provisions of an act approved July 1st, 1898, entitled "An act making appropriation for the current and contingent expenses of the Indian department and for fulfilling treaty stipulations with the various Indian tribes, for the fiscal year ending June 30th, 1899, and for other purposes," authorized and directed the Secretary of the Interior to negotiate through an inspector with the Klamath and other Indians, joint occupants of the Klamath Reservation, State of Oregon, under the provisions of the treaty made and concluded with the said Klamath and other Indians Oct. 14, 1884, and proclaimed Feb. 17, 1870, for the relinquishment of all their right and interest in and to any part of said reservation, and also to negotiate with them as respects to any and all matters growing out of the occupation of said reservation under said treaty; and

Whereas the said Klamath and other Indians are willing to dispose of a portion of the tract of land in the State of Oregon reserved as a home for their use and occupation by the first article of the treaty between said Indians and the United States concluded Oct. 14, 1884:
KLAMATH INDIAN RESERVATION.

Now, therefore, this agreement made and entered into (in pursuance of the provisions of said act of Congress approved July 1st, 1896) at the Klamath Agency, Oregon, by William J. McConnell, United States Indian inspector, on the part of the United States, and the principal men and male adults of the Klamath and other Indians located on said Klamath Reservation, witnesseth:

ARTICLE 1. The said Klamath and other Indians hereby cede, sell, relinquish, and convey to the United States all their claim, right, title, and interest in and to all that part of the Klamath Reservation between the boundaries as described in the treaty concluded Oct. 14, 1864, and confirmed by the Klamath boundary commissioners in their report of December 18, 1866, and the reservation line as established by the survey made in 1871 under the authority of the General Land Office.

It is understood that the portion of the Klamath Reservation thus sold, released, and conveyed to the United States approximates 617,490 acres, as estimated by the boundary commission aforesaid; but that the number of acres, which is hereby ceded and relinquished, shall be finally determined by the survey of the exterior boundaries of the Klamath Reservation as provided in act of Congress approved July 1st, 1896.

ARTICLE 2. In consideration of the lands ceded, relinquished, and conveyed as aforesaid, and for all claims arising out of the erroneous survey of the reservation boundary in 1871, the United States stipulates and agrees to pay the said Klamath and other Indians the sum of five hundred and thirty-three thousand two hundred and seventy (533,270) dollars; Provided, that if, when the survey of the boundary, as arranged for in act approved July 1st, 1896, is completed, it is found that more than six hundred and seventeen thousand four hundred and ninety (617,490) acres were cut off and excluded from the original boundary of the Klamath Reservation as described in the treaty made October 14, 1868, then there shall be added to the purchase price named ($533,270) the value of the number of acres in excess at $6 and 75 cents per acre, but if the acreage is found to be less than the value of the shortage, at the same price per acre, shall be deducted from the total sum named.

ARTICLE 3. It is agreed that the said amount ($533,270), more or less, as may be determined by result of survey, after the payment of legal fees of attorneys having approved contracts, shall, until Congress further provides, be deposited in the Treasury of the United States to the credit of the aforesaid Klamath and other Indians, and shall draw interest at the rate of five per centum per annum, which interest shall be paid to the said Indians annually per capita.

It is understood and agreed that the above-named sum ($533,270), or such amount as may be left after the payment of fees of attorneys having approved contracts, shall be and remain in the Treasury as before provided, until such time as the Klamath and other Indians of the Klamath Reservation shall, by petition through the United States Indian agent and Commissioner of Indian Affairs, subject to the approval of the Secretary of the Interior, ask to have such sums paid to them per capita from time to time as the needs of the aforesaid Indians require.

ARTICLE 4. It is agreed that the lands by this agreement ceded, those retained, and those allotted to the Klamath and other Indians, shall be subject to all the laws of the United States prohibiting the introduction of intoxicants into the Indian country, and that the Klamath and other Indian allottees, whether under the care of an Indian agent or not, shall be subject to all the laws of the United States prohibiting the sale or other disposition of intoxicants to Indians.

ARTICLE 5. It is further agreed that so long as the United States maintains an Indian boarding school or schools on the Klamath Reservation, the attendance and control of the pupils shall be governed by the regulations of the Indian Office.

ARTICLE 6. The existing provisions of all treaties with the said Klamath and other Indians, not inconsistent with the provisions of this agreement, are hereby continued in full force and effect.

ARTICLE 7. This agreement will not take effect end be in force until ratified by the Congress of the United States.

In witness whereof, the said William J. McConnell, United States Indian inspector, on the part of the United States, and the principal men and other male adults of the Klamath and other tribes of Indians of the Klamath Reservation, have hereunto set their hands.

Concluded at the Klamath Agency, Oregon, on this twenty-seventh day of December 1896.

WM. J. McCONNELL,
United States Indian Inspector.

1. Harrison Brown, Chairman (his x mark).
2. Henry Wilson, Secretary.
5. Allen David, Delegate (his x mark).
6. Henry Brown, Delegate (his x mark).
7. Thomas Choctoot, Delegate (his x mark).
8. Frank Lynch, Delegate (his x mark).
9. Jacob Henderson, Delegate (his x mark).
10. William Harding, Delegate (his x mark).
12. Robert Wilson, Delegate.
13. William Ball, Delegate.
14. Henry Blow, Chief (his x mark).
15. Chief Lalo, Chief (his x mark).
16. Chief Pompey, Chief (his x mark).
17. Mark Robinson (his x mark).
18. Dr. Thompson (his x mark).
19. Link River (his x mark).
21. Pitt River Dick (his x mark).
22. Allen Egg Man (his x mark).
23. George (gray).
24. Pitt River George (his x mark).
25. Henry Hoover.
27. Simon (his x mark).
28. Henry Jackson (his x mark).
30. Dr. John (his x mark).
31. Mose John (his x mark).
32. Jim Jackson (his x mark).
33. Grover Morgan (his x mark).
34. Jim Hearst (his x mark).
35. William Moon.
36. Abraham Charley.
37. Drummer David (his x mark).
38. Bob Hook (his x mark).
39. Jasen Howard (his x mark).
40. Tommy Tecumseh (his x mark).
41. Bright Jim (his x mark).
42. Blaine Ben John.
43. Modoc Henry (his x mark).
44. Willie Jonah.
45. George Duvall.
46. James Downes (his x mark).
47. Holly Kane (his x mark).
48. Pat Bane (his x mark).
49. Geley Ball (his x mark).
50. Thomas Lang (his x mark).
51. Agency George (his x mark).
52. Elmer Hill.
53. Andrew Jackson (his x mark).
54. John Duvall.
55. Hebert Coney (his x mark).
56. Cholah (his x mark).
57. Sam Allen (his x mark).
58. Charley Brown (his x mark).
59. Allen Bob David (his x mark).
60. Robert David.
61. Yank Lober (his x mark).
62. Long John (his x mark).
63. Toto Merritt (his x mark).
64. Chas. Morgan.
65. Hebert Nelson.
66. Joe Nimrod (his x mark).
67. Dennis O'Tool (his x mark).
68. Paddy (his x mark).
69. Brick Jim (his x mark).
KLAMATH INDIAN RESERVATION.
138. Wise Johnson.
139. James Johnson.
140. Dr. McKay (his x mark).
141. Donald McKay.
142. Ab. Captain (his x mark).
143. Stonewall Jackson (his x mark).
144. Charley Preston (his x mark).
145. Lee Dinkes.
146. John Snipes (his x mark).
147. Lotches (his x mark).
149. Byron Lotches.
150. Axeman (his x mark).
151. Charley Stokes (his x mark).
152. Johnnie Stokes.
153. Moses Chiloquin (his x mark).
154. Albert Chiloquin.
155. Gordon Miller.
156. Jack Drew (his x mark).
157. James Copperfield (his x mark).
158. James George (his x mark).
159. Ernest George (his x mark).
160. Little John.
161. Dick Brown (his x mark).
162. Kay Davis.
163. Reuben Walker (his x mark).
164. Dr. George (his x mark).
165. Dike George (his x mark).
166. John George.
167. James Hutcherson (his x mark).
168. John Hose Skin (his x mark).
170. James Neco (his x mark).
171. William Turner (his x mark).
172. Elmer Lynch.
173. Ike Turner (his x mark).
174. Peter McCarty Granchin.
175. David C. Skee.
176. Matthew Skee.
177. Charley Hutchson (his x mark).
178. Homer Hutcherson.
179. Elchunke Micheal (his x mark).
180. Chief George (his x mark).
181. Modoc Henry (his x mark).
182. Neil Hunter (his x mark).
183. George Smith (his x mark).
184. John George.
185. Jones John (his x mark).
186. Bob Short (his x mark).
187. Thomas Jefferson (his x mark).
188. Bob Goodows (his x mark).
189. Peter Foster (his x mark).
190. Stubbe Foster (his x mark).
191. Harvey Wilson (his x mark).
192. William's Issacs (his x mark).
193. Ivory Jack (his x mark).
194. Archie Villard (his x mark).
196. Robert Johnson.
197. James Preston.
198. Scott Modoc Davis.
201. Clark's Choctoot.
203. Slim Charley (his x mark).
204. Ralph H. Jackson.
KLAMATH INDIAN RESERVATION.

205. Peter Jones (his x mark).
206. Long James (his x mark).
207. Watson Tupper.
208. Mose Kist (his x mark).
209. Paddy (his x mark).
210. George Miller.
211. Anthony Merritt (his x mark).
212. Wild Bill (his x mark).
213. Squire Bill (his x mark).
214. Alexander Popuml-kus (his x mark).
215. David Popuml-kus (his x mark).
216. Peter Pannince (his x mark).
217. Frank Riddle.
218. Jefferson C. Davis Riddle.
219. Daniel Schonchin (his x mark).
220. Dr. Samuel Watah (his x mark).
221. Roseoe Watah.
222. Grant Smith.
223. Isaac Modoc Taylor (his x mark).
224. Mike Weah (his x mark).
225. James Williams.
226. Blind Williams (his x mark).
228. Joseph Goldowa (his x mark).
229. John Goldowa (his x mark).
230. Anderson Faithful.
231. Henry Pitt Jackson (his x mark).
232. Robin Hood.
233. John Pitt (his x mark).

We, Jesse Kirk and Henry Wilson, do certify that the annexed and foregoing agreement by and between the United States and the Klahatho and other Indians on the Klamath Reservation in the State of Oregon was by us fully interpreted and explained to said Indians, and they were made to understand the same; that after said interpretation the said Indians whose names appear subscribed to said agreement, signed the same or authorized it to be signed in our presence.

We further certify that said subscribers are members of said tribes of Klamath and other Indians, and reside upon the Klamath Reservation, State of Oregon, and that said subscribers are male adults over the age of twenty-one years.

Given under our hands at the Klamath Agency, Oregon, January 4, 1899.

Rev. Jesse Kirk,
Henry Wilson,
Interpreters.

I, Oliver C. Applegate, U. S. Indian agent, Klamath Agency, Oregon, hereby certify that the male adult population of the Klamath and other Indians on the Klamath Reservation, State of Oregon, is two hundred and forty-seven (247).

This certificate is made upon my best knowledge, information, and belief, derived from the records of the Klamath Agency office, confirmed by such other information as is attainable respecting their ages.

O. C. Applegate,
U. S. Indian Agent.

KLAMATH AGENCY, OREGON, January 4, 1899.

WASHINGTON, D. C., April 10, 1899.

Hon. W. A. Jones,
Commissioner of Indian Affairs.

Sir: Under a clause providing therefor in the Indian Appropriation act of June 10, 1896 (29 Stat. L. 321), the President appointed a commission, consisting of Hon. W. P. Coleman, of Missouri; Hon. R. P. Harmond, of California, and Capt. I. D. Applegate, of Oregon, to investigate and determine as to the correct location of the treaty boundaries of the Klamath Indian Reservation in Oregon, and to ascertain and determine as to the number of acres of land, its character, and value, excluded from the reservation by the erroneous survey of its out-boundaries. The commission, after careful investigation of the matter by personal and actual lengthy observation, ascertained, fixed, and determined the correct location of the

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treaty boundaries of the reservation, ascertained the number of acres of land excluded from the reservation by the erroneous survey of its boundaries to be 617,490 acres, made full report as to the character of such excluded lands, and fixed and determined the value thereof to be $86.36 cents per acre, aggregating $533,270.

The report of the commission was submitted by your office to the Secretary of the Interior, Hon. D. R. Francis, January 25, 1897, and by him to the Congress, with favorable recommendation for an appropriation in accordance with the findings of the commission, and with draft of proposed legislation for the final adjustment of this long-standing claim of the Indians. (See Senate Document 93, Fifty-fourth Congress, second session.)

In your annual report for 1897 you urged action upon the matter by Congress, saying:

"These Indians are undoubtedly entitled to compensation for the lands erroneously excluded from the reservation, and the amount proposed is reasonable and just." (See p. 92.)

Your views on the matter are fully indorsed by the Secretary of the Interior, Hon. C. N. Bliss, in his annual report for the same year, wherein he adopts your foregoing remark. (See p. 40.)

When the matter, thus presented to Congress, came up for consideration by the proper committees, it was concluded that, before any payment of their claim, the Indians should relinquish their right, title, and interest in and to the lands to be paid for, and that they should give their consent to the findings of the commission, so as to preclude them from making any further claims upon the Government for said lands.

For this purpose a clause was incorporated in the Indian appropriation act of July 1, 1898, authorizing and requiring negotiations by the Secretary of the Interior with the Indians, through an Indian inspector.

The honorable Secretary of the Interior designated United States Indian Inspector William J. McConnell for this duty, and he has submitted the agreement negotiated by him with the Indians, whereby they relinquish the lands in question to the United States, and all of their claims growing out of the same, for the sum of $533,270, that sum to be increased or diminished by the price of $86.36 cents per acre, as the area of the land relinquished shall be found to be greater or less than 617,490 acres.

Notwithstanding this agreement, negotiated and concluded by the inspector with the Indians, stipulating for the payment of the sum specified therein for the lands in question, his report, submitting the agreement to the Department, contains some remarks to the effect that the land is not worth so much as the price stipulated therefor in said agreement, and an uncertain, fixed and determined therefor by the commission, who were necessarily required for the purposes of their investigation to go over the whole area of it, and actually did so over the whole area.

The inspector makes no showing that he went over the whole body of the excluded lands to make such careful, thorough, and personal investigation thereof as to enable him to intelligently and justly bring in question the valuation determined for it by the commission.

Other considerations than the mere intrinsic or actual market value of the land have entered into the price agreed to be paid for land cessions made by other Indians to the United States. There are many instances, as the records of the Department of the Interior will attest, where the Government has paid to Indians far more money for lands ceded by them than ever came back into the Treasury from other disposal of the same lands. In fact the amount of compensation has been controlled largely by motives of policy and the desire to be just to the Indians.

The commission in this case made no negotiations with the Indians, and it is clear that they were not influenced or controlled by their views or wishes as to the price to be paid for the land. The manner of dispossession, and the long time the Indians were kept out of possession and occupancy, may or may not have been considered by the commission in determining the price to be paid. At any rate, the moderate price per acre reported indicates the conservatism of the commission.

The united and uncontrolled judgment of the three men comprising the commission, as to the value of lands which they personally went over and investigated, to ascertain their character, etc., ought not to be affected by the remarks of the inspector, or his individual opinion on the subject, whether with or without full and accurate knowledge, and especially when that opinion conflicts with his judgment and action as more formally and authoritatively expressed in the agreement negotiated and concluded by him with the Indians.

But it is of the greatest importance to the Indians, and of no less importance to the Department having the management of Indian affairs, that this matter, when again
KLAMATH INDIAN RESERVATION.

Submitted to Congress, shall be so complete in form, and so clear, full, and explicit in information that there need be no further cause for hesitation or delay of appropriate legislation by Congress for the full and final adjustment of the claim of the Klamath Indians.

To this end, therefore, we, the attorneys for the Indians, respectfully request that such further investigation be made, and in such manner as the Department may deem proper, as will enable it to determine whether the remarks of the inspector, as to the value of the land, are entitled to such weight as to affect the findings and conclusions of the commission on that subject, and the agreement prepared and executed by Inspector McConnell himself, so that full and complete information on this question may be presented to Congress.

Very respectfully,

J. K. McCammon,
R. V. Belt,
Attorneys for the Klamath Indians.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 15, 1899.

Sir: Under date of January 18, 1899, your predecessor transmitted to this office for report and recommendation the report of Inspector William J. McConnell, dated January 2, 1899, transmitting an agreement concluded December 27, 1898, by him with the Indians of the Klamath Reservation in Oregon, under a provision in the Indian appropriation act approved July 1, 1898 (30 Stat. L., 571).

By article 1 of said agreement said Indians cede, sell, relinquish, and convey to the United States all their claim, right, title, and interest in and to all that part of the Klamath Reservation between the boundaries as described in the treaty concluded with said Indians October 14, 1874 (16 Stat. L., 707), and confirmed by the Klamath boundary commissioners in their report of December 18, 1896, and the reservation line as established by the survey made in 1871 under the authority of the General Land Office, it being understood that the portion of the reservation thus ceded approximates 617,490 acres, but that the number of acres so ceded shall be finally determined by the resurvey of the exterior boundaries of the reservation as provided by said act of July 1, 1898.

By the third article it is stipulated that the United States, in consideration of said cession, agrees to pay said Indians the sum of $533,270, or the sum of 86.36 cents per acre for the quantity of land as finally determined by the survey. By the third article it is stipulated that said amount of $533,270, or the amount remaining after the payment of attorneys’ fees, shall be and remain in the Treasury, as before provided, until such time as the Klamath Indians shall, by petition through the United States Indian agent and the Commissioner of Indian Affairs, subject to the approval of the Secretary of the Interior, ask to have such sums paid to them per capita from time to time as their needs may require.

By the fourth article it is provided that the lands by the agreement ceded, those retained, and those allotted to the Indians shall be subject to all the laws of the United States prohibiting the introduction of intoxicants into the Indian country, and that the allottees, whether under the care of an agent or not, shall be subject to all the laws of the United States prohibiting the sale or other disposition of intoxicants to Indians.

The fifth article provides that so long as the United States maintains an Indian boarding school on the Klamath Reservation the attendance and control of the pupils shall be governed by the regulations of the Indian Office.

The sixth article continues the existing provisions of all treaties not inconsistent with the provisions of the agreement.

The seventh article provides that the agreement shall not take effect until ratified by Congress.

In submitting the agreement, Inspector McConnell states that only 62,361 acres of the land excluded from the reservation by the erroneous survey have been entered of which the Oregon Central Military Wagon Road Company has filed upon 31,009 acres and the State of Oregon upon 24,261 acres, leaving 7,082 acres that have been taken up by private entry.

This leaves a balance of 555,129 acres of the excluded land yet unoccupied. He states that it is fair to presume that the unoccupied land is of but little value, if not
practically worthless, having been allowed to remain unentered for twenty-five years, and that there is no apparent reason why the Indians should not be allowed to retain the 555,129 acres which are not occupied or claimed, and payment made to them for the 62,361 acres which have been transferred to settlers or other claimants.

He quotes from the report of the boundary commission (Senate Doc. No. 92, Forty-fourth Congress, second session, p. 11, first 18 lines) and says:

"They were undoubtedly right in their conclusions as to the excluded district, being, I understand, unanimous in that particular, but in fixing the price per acre they had to make concessions to each other. The price they named being fractional shows this to be true. I learned that each marked his appraisement in figures; these were added and their sum divided by 3. Thus the price determined represents their average judgment.

"Mr. I. D. Applegate, one of the boundary commissioners, was employed by the Indians as their attorney in the Wagon Road land cases, pending in the Department. As that position rendered him ineligible to act upon the commission, he resigned his attorneyship to accept a place upon the boundary commission.

"Whether his former relation to the Indians influenced his judgment as to the price of the land excluded or not, his figures were high enough to bring the average to the price stated in their report.

"The Sycan and Sprague River sections mentioned by the commission constitute the lands which have been taken, and the remainder is practically worthless.

"A fair average price for all the lands in their native state now held by the citizens of the United States, by the Oregon Wagon Road Company, and the State of Oregon would not exceed $2.50 per acre, or $155,900; while the remainder of the land, which is considered by the boundary commission to be 'of little or no value,' could not by any process of reasoning be appraised at $100,000.

"If Congress desired to purchase from the Indians all the land excluded by the erroneous survey, the sum to be paid them should not exceed $250,000, and if they are to receive $855,270 it should be understood by them that the amount in excess of $250,000 is a gift on the part of the Government, and is to be expended for their benefit under the direction of the Secretary of the Interior.

"He then relates the results of the councils with the Indians and his failure to induce them to consent to any agreement which would permit the Government to buy anything for them, or make any improvements with their money, they being only willing to enter into an agreement under which all the money would be deposited to their credit. He then concluded the agreement before referred to.

"Regarding it he says:

"The amount of interest money which each individual will receive annually will be too small to enable them to irrigate or improve their lands, or buy cattle. The Indians and their white advisers know this to be true, and they hope to get a cash payment in the near future. They will doubtless petition for it as soon as they learn that the treaty is ratified, and if that is denied, it will not be long until they ask for a portion of their funds to be expended as the Department first proposed."

"He concludes by saying that the payment to them, as they desire, of such a sum as is contemplated would be absolutely ruinous to their future prospects.

"All the money would soon be in the hands of a few Indians and the local traders, and the Government would then be obliged to begin their reformation anew, with greatly diminished prospects for future success.

"From Inspector McConnell's report it would appear that he has concluded an agreement with these Indians which may prove demoralizing and even ruinous to them, and by which the United States is required to pay more than double the fair value of the lands ceded.

"Under date of April 10, 1898, Messrs. Joseph K. McCann and R. V. Belt, attorneys for the Klamath Indians, addressed a communication to this office in which, after referring to the previous history of the case, the approval of the report of the boundary commission by this office and the Department, the reasons compelling Congress to provide for negotiations, etc., they say:

"Notwithstanding this agreement, negotiated and concluded by the inspector with the Indians, stipulating for the payment of the sum specified therein for the lands in question, his report submitting the agreement to the Department contains some remarks to the effect that the land is not worth so much as the price stipulated therefor in said agreement and as ascertained, fixed, and determined therefor by the commission, who were necessarily required, for the purpose of their investigations, to go over the whole area of it, and actually did go over the whole area.

"The inspector makes no showing that he went over the whole body of the excluded lands to make such careful, thorough, and personal investigation thereof as to enable him to intelligently and justly bring in question the valuation determined for it by the commission."
They also claim that considerations other than the actual market value of the land have entered into the price to be paid for land concessions made by other Indians; that the commission in this case made no negotiations with the Indians; that it is clear that they were not influenced or controlled by their views or wishes as to the price to be paid; that the manner of dispossession and the long time the Indians were kept out of possession and occupancy may or may not have been considered by the commission in determining the price to be paid; and that the united and uncontrolled judgment of the three commissioners as to the value of the land which they personally went over and investigated ought not to be affected by the remarks of the inspector or his individual opinion on the subject, whether with or without full and accurate knowledge, and especially when that opinion conflicts with his judgment and action as more formally and authoritatively expressed in the agreement concluded by him.

They state that it is of the greatest importance to the Indians, as well as to the Department, that the matter, when again submitted to Congress, shall be so complete in form and so clear, full, and explicit in information that there need be no further cause for hesitation or delay of appropriate legislation by Congress for the full and final adjustment of the claim. They therefore respectfully request "that such further investigation be made, and in such manner as the Department may deem proper, as will enable it to determine whether the remarks of the inspector as to the value of the land are entitled to such weight as to affect the findings and conclusions of the commission on that subject and the agreement prepared and executed by Inspector McConnell himself, so that full and complete information on this question may be presented to Congress."

If this matter be presented to Congress in its present shape, the opinion of Inspector McConnell is embodied in his report must be ignored or the agreement rejected on account of the excessive price of the lands ceded. The appropriation of any lesser sum would take the matter outside of the agreement and leave the Indians to contend for the balance.

In office report of January 25, 1897, Commissioner Browning referred to the fact that the commission commended the patience of the Indians and their confidence in the justice of the Government during the thirty-two years in which they considered themselves wronged by white settlements on lands they considered secured to them by solemn pledge of the Government, and said: "The commission appears to have carefully investigated the true location of the boundaries laid down in the treaty, and I have no doubt that its conclusions as to the quantity and value of the land excluded by the erroneous surveys are correct."

In the annual report of this office for the year 1897 (p. 92) the commissioner said: "These Indians are undoubtedly entitled to compensation for the lands erroneously excluded from their reservation, and the amount proposed is reasonable and just."

In his annual report for 1897 Secretary Bliss repeated this statement.

It is understood that the motive for the legislation authorizing negotiation was a desire to have the matter settled by agreement, so that the Indians would be forever stopped from making further claim, rather than any question as to the sum to be paid.

While it is believed that the report of the commission, which thoroughly examined the country and was fully informed as to all the circumstances of the case, is entitled to greater weight than that of Inspector McConnell, especially in view of the fact that it is at variance with the agreement concluded by him, yet, in order that Congress may have further and more definite information before it, it would seem to be advisable to have a further investigation, which, moreover, should take into consideration not only the price which the lands will bring in the market, if put up for sale, but also all circumstances which render the lands valuable in the minds of the Indians who have been compelled to part with them without their consent and are therefore placed somewhat at a disadvantage.

The terms of payment provided for in the agreement are unsatisfactory as well as contradictory.

The first clause of article 3 provides that the funds shall, until Congress further provides, be deposited in the Treasury.

The second clause provides that said funds shall remain in the Treasury until such time as the Indians shall petition for a per capita payment.

This office is opposed to the per capita payment of all these funds to the Indians in cash, and Inspector McConnell himself, although he consented to such payment, expresses the opinion that it would be absolutely ruinous to their future prospects. It is believed that the Indians might be induced to consent to a new agreement following more or less closely the lines adopted by the Department in its report to the President of date January 26, 1897 (Senate Doc. No. 83, Fifty-fourth Congress, second session).
It is therefore recommended that Inspector James McLaughlin, who has had a long experience with various Indian tribes, and who has been eminently successful in negotiating with them, be instructed to visit the reservation with the purpose, first, of determining, after a thorough investigation, whether the price fixed by the boundary commission is fair and reasonable one, in view of all the circumstances, and equitable to the Indians and not unjust to the Government; and second, to endeavor to negotiate an agreement with the Indians which will contain such provisions as to the amount and terms of the payment to be made as he is willing to inculcate and recommend, under the instructions to be given him, and which can be submitted to Congress with the full indorsement and hearty recommendation of this office and the Department.

The papers are herewith returned and the letter of Messrs. McAmmon and Belt transmitted.

Very respectfully, your obedient servant,

A. C. Tonner,
Acting Commissioner.

The Secretary of the Interior.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE.

Klamath Agency, Oreg., February 29, 1890.

Sir: I inclose a copy of a letter which the Indians are now signing on this reservation with the intention of forwarding it to you to present to the proper committees of Congress, when the proper time shall come.

The notes, maps, etc., of last summer’s boundary survey, which are to be made up in the office of the surveyor-general of Oregon, at Portland, and then be forwarded to the General Land Office at Washington, will probably not be completed before the 1st of April next. This is what the contractor, Mr. Elliott, writes me.

I am fearful that if the report does not leave Portland, Oreg., until April 1, that it may not reach Washington in time for Congressional action at this session.

However, prompt action in the General Land Office may complete action on the report in time so that you may be able to ascertain the number of acres actually excluded by the erroneous survey of 1871 in time to bring the facts before Congress at the present session.

You are of course aware that a bill for the adjustment of this matter has been introduced in the Lower House of Congress by Hon. Thomas H. Tongue, representative from this Congressional district. Mr. Tongue’s bill, in its details as to the number of acres excluded, price per acre, and use of funds to be appropriated as compensation for excluded lands is based upon the report of the boundary commission of 1897 and the recommendations of Commissioner Browning as to payment, etc.

Respectfully,

O. C. Applegate,
United States Indian Agent.

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

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE.

To the Congress of the United States (through the honorable Commissioner of Indian Affairs, Washington, D. C.), greeting:

We, the undersigned treaty Indians of the Klamath Indian Reservation, feeling that the time is now at hand for Congress to do us justice in making an appropriation to compensate us for nearly a thousand square miles of our reservation left out by the boundary survey of 1871, and now excluded by the marked boundaries of the reservation, beg leave to quote a brief history of this matter as contained in the annual report of our agent, O. C. Applegate, dated September 26, 1899, which is as follows:

KLAMATH BOUNDARY QUESTION.

"Paramount to other questions affecting the treaty Indians of this reservation, and which it is hoped may soon be brought to a final adjustment, is what is known as the Klamath boundary question. I will briefly refer to some of its principal features. By the treaties of October 14, 1864, and of August 12, 1865, these treaty
Indians relinquished to the United States an area embracing approximately 20,000 square miles lying in southeastern Oregon and northern California (see Revision of Indian Treaties, pp. 432 and 805) in consideration of the reservation to them of an area approximating 3,500 square miles, the description of which will be found in the Klamath, Modoc, and Yahooskin Snake treaty of October 14, 1864, one of the treaties above referred to.

"The boundary, as natural to Indians, was largely designated by the mention of physical features and in this case by mountain chains and peaks not generally difficult to recognize. The survey of the boundary was made by a Government surveyor in 1871, but his boundary line only conforms to the treaty description at a few points and largely ignores the natural features, preferring direct lines of survey to the angular and difficult mountain summits. The Indians for years complained of the injustice of this boundary, which excluded approximately a thousand square miles of their reservation and on June 10, 1896, Congress, with a desire to do justice to these people, made an appropriation to defray the expenses of a commission, which was charged with the duty of investigating this matter upon the ground and of reporting fully the result, with recommendation for Congressional action.

This commission (see Senate Doc. No. 93, Fifty-fourth Congress, second session) ascertained the area of excluded lands to approximate 617,490 acres, which they determined to be worth 86.36 cents per acre, or $533,270. The commission recommended that one-fourth of this sum when appropriated should be paid to the Indians per capita for the purchase of cattle, wagons, and mowing machines, and that the remainder be placed in the Treasury until such times as the Indian lands become alienable, and to draw interest; the interest to be paid annually to the Indians per capita. As a result of this report the Secretary of the Interior, under date of January 26, 1897, submitted to the Senate a copy of the report of the commission, with the recommendation of the Commissioner of Indian Affairs that a portion of the funds when appropriated should be made available for irrigation and drainage purposes for the benefit of Indian allottees and the schools, in addition to their disbursement in part for the purchase of cattle, wagons, and mowing machines, and that $350,000 should be placed in the Treasury, to draw interest at 5 per cent; the interest to be paid to the Indians annually per capita.

"When this matter came up for Congressional action, it was suggested that a survey should be made to ascertain with more certainty the area of the excluded lands, and Congress promptly appropriated $10,000 for this purpose. This survey commenced too late last year for completion before the mountains were blocked with snow, but was finished by W. C. Elliott, the contractor, during the present summer, and is now being examined in the field by Mr. McLeod, a Government inspector of surveys. Mr. Elliott is not yet able to submit data showing the actual area of the excluded lands, but will do so at an early date. He states, however, that he had no difficulty in following the boundary as described in his instructions, and that he is confident that the area as given by the commission is approximately correct."

THE M'CONNELL TREATY.

"On December 27, 1898, under the authority of Congress, Hon. W. J. M'Connell, United States Indian inspector, completed a treaty with the Klamath, Modoc, and Yahooskin band of Snake Indians on the Klamath Reservation, the terms of which the Indians agree to relinquish their rights to the erroneously excluded portion of their reservation, the actual area of the excluded lands to be determined by the survey just completed, in consideration of a payment to them of 86.36 cents per acre, the value fixed by the boundary commission. It is stipulated that the amount due them after the payment of legal fees of attorneys, and until Congress further provides, shall be placed in the Treasury of the United States, and be drawn interest at 5 per cent, the interest to be paid annually per capita. It is further provided that the Indians shall be paid annually per capita. It is further provided that the Indians shall be paid annually per capita.

"Twenty-eight years have elapsed since the survey was made which excluded from the Klamath Reservation probably not less than 800,000 acres of land justly belonging to the Indians, and it is now justly a generous Government ought to render them justice without further delay. On their part they have proven faithful to their treaty, and are industriously developing the area left to them, which is but a small tract, indeed, in comparison with the vast domain they gave up when they entered into treaty stipulations with the Government."

On our part we have been true to our treaty stipulations, have made progress in civilization, and are making homes upon our allotted lands. About 250 of our chil-
dren are being educated in our schools, that they may understand their duty as Americans and live as such. We are improving our reservation by building houses and barns, opening irrigation ditches, fencing, and in many ways. This will make us self-supporting, and will add to the wealth of the whole country.

We have forever laid aside the wild customs and crude life of our fathers, and look forward to a time when we hope to prove our worth as loyal and law-abiding citizens.

Having agreed to accept 86.36 cents per acre as the price of our excluded lands, and to have the number of acres decided by the survey of the outer boundary lately completed, we now earnestly appeal to your honorable body to do us justice at your present session.

We have waited half a lifetime, and many of our people who welcomed the white man and gave him their friendship are with us no longer. Of the 28 principal chiefs who signed the treaties of 1864 and 1865, by which we gave up to the United States our hereditary right to nearly 20,000 square miles of country, only 4 are now living, and they must soon leave us. Let the Government grant us what is our due while some of the old people remain to enjoy it with us.

The terms of payment as stated in the McConnell agreement would suit us best; but we must depend upon the wisdom of Congress as to the manner of payment, with the understanding always that we do not agree to a less price per acre than that recommended by the commission.

As a remnant of a people once great and strong, who first owned this broad land which the white man now controls, we only ask now our just dues from the greatest and kindest nation upon the earth.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Klamath Agency, Oreg., March 29, 1900.

Sir: I inclose a letter signed by a number of Indians on this reservation asking Congress to act on the McConnell agreement with regard to indemnifying them for lands excluded by the erroneous boundary survey of 1871.

As soon as the General Land Office at Washington can act upon the report of the surveyor-general of Oregon upon the survey of the exterior boundary of the reservation made last summer by W. C. Elliott, it is hoped that Congress can take this matter up and make an appropriation to compensate these Indians who have waited many years for justice in this matter.

Respectfully,

O. C. Applegate,
United States Indian Agent.

To the Congress of the United States (through the Commissioner of Indian Affairs, Washington, D. C.) greeting:

We, the undersigned treaty Indians, of the Klamath Indian Reservation, feeling that the time is now at hand for Congress to do us justice in making an appropriation to compensate us for nearly a thousand square miles of our reservation left out by the boundary survey of 1871 and excluded by the marked boundaries of the reservation, respectfully beg leave to present the following facts:

Through the assistance of the honorable Commissioner of Indian Affairs and our attorney at Washington, you can easily learn the entire history of our claims. On December 27, 1898, under the authority of Congress, a treaty or agreement was made between Hon. W. J. McConnell, United States Indian inspector, and the treaty Indians of the reservation, by which we, the Indians, agreed to relinquish our rights to the excluded lands in consideration of the payment to us of 86.36 cents per acre, the price decided upon by the Klamath Boundary Commission of 1897, the number of acres excluded to be decided by the survey which was since completed by Contractor W. C. Elliott last summer.

It is further agreed that the amount due us, after the payment of legal fees of attorneys, and until Congress further provides, shall be placed in the Treasury of the United States drawing interest at 5 per cent; the interest to be paid annually per
KLAMATH INDIAN RESERVATION.

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It is further provided that the Indians shall, from time to time, through the United States Indian Agent and Commissioner of Indian Affairs, subject to the approval of the Secretary of the Interior, ask to have such sums paid to them per capita as their needs may require.

On our part we have been true to treaty stipulations, have made progress in civilization, and are making homes upon our allotted lands. About 250 of our children are being educated in our schools that they may understand their duty as Americans and live as such. We are improving our reservation by building houses and barns, opening irrigation ditches, fencing, and in many ways. This will make us self-supporting and will add to the wealth of the whole country.

We have forever laid aside the old customs and crude life of our fathers, and look forward to a time when we hope to prove our worth as loyal and law-abiding citizens.

Having agreed to accept of $6.36 cents per acre as the price of our excluded lands and to have the number of acres decided by the survey of the outer boundary lately completed, we now earnestly appeal to your honorable body to do us justice at your present session.

We have waited a half a lifetime, and many of our people who welcomed the white man and gave him their friendship are with us no longer. Of the 28 principal chiefs who signed the treaties of 1864 and 1865, by which we gave up to the United States our hereditary rights to nearly 20,000 square miles of country, only four are now living, and they must soon leave us. Let the Government grant us what is our due while some of the old people remain to enjoy it with us.

As a remnant of a people once great and strong, who first owned this broad land which the white man now controls, we only ask now our just dues from the greatest and kindest nation upon the earth.

William Ball, Jack Palmer, Rev. Jesse Kirk, Long (his x mark) Wilson, Drummer (his x mark) David, Long (his x mark) John, Chas. (his x mark) Brown, Chas. (his x mark) Preston, Kola (his x mark) Ball, Chas. (his x mark) Pitt, Logan (his x mark) Pompey, Choke (his x mark), Jim (his x mark) Twice, Ben (his x mark) Wright, Alle (his x mark) Tecumseh, Solomon (his x mark) Lo Lakes, Alex (his x mark) Wilson, Jake (his x mark) Williams, George DuVall, Lee Snipes, Davie Copperfield, Thomas Lang, Toto X Married (his name), Eugene Isaac, Frank (his x mark) John, Dick White, Johnnie Stokes, Henry (his x mark) Blow, Moses (his x mark) John, Otoel (his x mark) Chinchalo, Line (his x mark) Hart, David (his x mark) Johnson, Simon (his x mark) Isaacs, Johnson (his x mark), Allen David (his x mark) Bob, Isaac (his x mark) Nekobex, Owyhelayete (his x mark), Mace (his x mark) Tipton, Ben (his x mark) John, Erskine Beal, William Barkley, William Moore, Wesley (his x mark) John, Brown (his x mark) Henry, Henry (his x mark) Weeks, Dinzie (his x mark) Crowley, Pidlo (his x mark) William, Henry (his x mark) Jackson, Johnny (his x mark) Nelson, Morris Gatches, Charley (his x mark) Stok, Grover (his x mark) L. Pompey, Latches (his x mark), Charles (his x mark) White, William J. Jonath, Agency (his x mark) George, Clark Chocktoot, Jeff. C. Riddle, Ike (his x mark) Taylor, Joe (his x mark) Godow, Modoc (his x mark) George, George Modoc, Gunny Bartley, Alex. Andear, Jim Norreo, Watson Duffy, Wm. (his x mark) Punter, Mark (his x mark) Robinson, Slim (his x mark) Charley, Jack (his x mark) Drew, Jim Willin, Levi Walker, Harre (his x mark) Wilson, David (his x mark) Canter, Arthur (his x mark) Chester, Anthoney (his x mark) Moritt, Bob (his x mark) Gounday, Henry (his x mark) Jackson, Kay Davis, Homer Hutchison, Charley (his x mark) Modoc, Wild (his x mark) Bill, Jim Preston, David Chocktoot, G. A. Brown, Allan (his x mark) David, Dr. Thompson (his x mark), Henry Wilson, James Jackson, Dick (his x mark) Brown, Pete (his x mark) Palena, Fort (his x mark) Pins, Long (his x mark) James, Archer Vilard, Joseph Baker, Anderson W. Faithful, Eli Garge, Harrison Brown, Samuel Walker, John Duval, Short Bob, John Jones, Finley Wilson.

UNITED STATES INDIAN SERVICE,
Klamath Agency, Oreg., October 29, 1900.

The Secretary of the Interior,
Washington, D. C.

Sir: I have the honor to transmit herewith an agreement, dated October 24, 1900, entered into by me, on the part of the United States, with the Indians of the Klamath
Agency, Ore., by which the said Indians cede, surrender, grant, and convey to the United States all claims, rights, title, and interest in and to the lands excluded from their treaty reservation by the erroneous survey of its outboundary in 1871, the negotiations having been conducted under Department instructions dated June 12 and September 18, 1900, respectively, and authorized by a provision in the Indian appropriation act approved July 1, 1898 (30 Stat. L., 571).

My instructions directed me, first, to determine, after thorough investigation, whether the price fixed by the boundary commission is a fair and reasonable one, in view of all the circumstances, and equitable to the Indians, and not unjust to the Government; and, second, to endeavor to negotiate an agreement with the Indians which would contain such provisions as to the amount and terms of payment to be made as I could indorse and recommend, and which could be submitted to Congress with the full indorsement and hearty recommendation of the Indian Office and the Department.

In compliance with said instructions, upon my arrival at the Klamath Agency, on the 8th instant, I immediately proceeded to obtain information regarding the character of the country, nature of the soil, and quality of the timber within the tract involved, which embraces the area lying between the reservation boundary established by survey in 1871 and the treaty line determined by the boundary commission in 1896, and from the 8th to the 20th instant I was engaged in this work, during which twelve days I traveled, including my trips over the reservations to outlying points of the adjoining lands in question, a distance of about 260 miles.

I was fortunate in securing as guide and interpreter the services of Jesse Kirk, an intelligent full-blood Klamath Indian, to accompany me throughout my field work, as he had accompanied the boundary commission in 1896, when the boundary line described in the treaty of October 14, 1864, was determined, and was also employed by the allotting agents throughout the entire allotment of lands on the Klamath Reservation, and, having a most remarkable memory, knows the legal subdivisions of section, township, and range of every allottee on the reservation. He is equally familiar with the reservation boundary as established by survey in 1871, and also with the treaty boundary as ascertained and determined by the boundary commission, and was therefore invaluable to me in my examination of the lands involved.

Commencing at a point on the boundary line about 1 mile north of the bridge across Wood River at Fort Klamath, I proceeded, as nearly as practicable, along said boundary line to the summit of the ridge which divides the upper and middle Klamath Lakes, as referred to in the treaty of 1864, traveling over said ridge a considerable distance, and from which elevation I had an extensive view of the adjacent foothills and mountain slopes, all of which I found to be heavily timbered, yellow pine predominating, with considerable sugar pine, red cedar, and some fir interspersed.

The chief timber is the chief timber of the heavy forests throughout this section of country, producing an excellent quality of lumber for all ordinary purposes, and the sugar pine, so-called, is a species of white pine, possessing a high market value for finishing material, and much preferable to yellow pine for the finer kinds of work, and the red cedar furnishes excellent timber for shingles, fence posts, etc.

The ridge which forms the western boundary of the treaty reservation is a spur of the eastern range of the Cascade Mountains, and its eastern slope for a distance of about 40 miles forms the eastern area, and is well covered with good merchantable timber of the varieties above mentioned—as also numerous plateaus throughout the level and sterile portions of the excluded tract contain groves of good pine timber.

There is a heavily timbered belt of not less than 6 miles in width and 40 miles in length, within the excluded tract, along the eastern slope and foothills of the mountain ridge which forms the western boundary of the treaty reservation, and in said belt, from the point near Fort Klamath through to Mount Scott, thence to Cowhorn Mountains, which latter point is the northeast corner of the treaty reservation, there are many million feet of excellent pine timber, which will become very valuable as soon as certain projected lines of railroad are constructed by which the timber can be profitably converted into lumber and marketed.

From the foothills of the Cascade Range, the ridge of which forms the western boundary of the excluded lands, the country for a considerable distance east is of inferior quality. The soil in this inferior tract is chiefly decomposed pumice, and no merchantable timber grows upon it, but there is a dense growth of small black pines throughout the greater portions of this tract that range in size from small saplings to trees 14 inches in diameter, which species of scrub pine is of little value other than for fence poles or fuel. This character of country, which is of little value, embraces a tract of the excluded area approximating 40,000 acres, situated in the northwest and northern portions, extending from the foothills of Cowhorn Mountain on the
KLAMATH INDIAN RESERVATION.

west to Sugar Pine Mountain on the east, which last-named mountain is several miles in length from west to east, the center of its southern slope being near the extreme northern point of Klamath Marsh. The whole of this mountain is heavily timbered with an excellent quality of sugar pine, yellow pine, and red cedar, and there are throughout the said sterile black pine tracts, several small plateaus of good yellow pine, with an occasional patch of grass land, which latter affords limited grazing.

The soil in the excluded portion which lies east of Klamath Marsh is of a different character to that on the west side of said marsh, there being no pumice east of the marsh, and the soil is of much better quality; but there are several tracts of sterile lands along the base of Winter Ridge, the eastern border of Sycan Marsh, and in the southeast portion of the excluded lands which are very rocky, being thickly covered with lava rock, and upon which no vegetation exists other than a few juniper trees of stunted growth, and this character of land, aggregating approximately 25,000 acres in the excluded portion, is practically worthless.

The Sycan Marsh (meadow) and Thompson Valley, which extends north from said marsh, together with the extensive meadows and arable lands in the upper Sprague River district, aggregating approximately 20,000 acres, is especially fertile and very productive, and Yamsay Mountain, a large portion of which is situated within the excluded area, is well timbered, as is also the western slope of Winter Ridge, which ridge forms the eastern boundary of the excluded lands. From Mount Frances, which is the northeastern corner of the treaty reservation, along Winter Ridge to Gerhart Mountain, where the said ridge terminates abruptly, is a distance of about 45 miles, and a pine timber belt, averaging about 7 miles in width, extends along the entire distance.

I estimate the merchantable pine timber in the excluded portion of the Klamath Reservation, along the Cascade Range on the west, Sugar Pine Mountain on the north, Yamsay Mountain in the northeast, and Winter Ridge on the east, together with the numerous small plateaus of good pine throughout the inferior and black pine portions, at 350,000 acres.

I regard the pine timber of this estimated acreage equal in quality to the ordinary pine lands of Michigan, Wisconsin, and Minnesota. The trees are tall, free from limbs for a considerable height, and range in size from about 20 to 60 inches in diameter.

The inaccessibility of this timber to market at the present time makes its possessive value difficult to even approximate, but that its value will be enhanced in the near future is shown by an article in a recent issue of the Oregon Timberman, published at Portland, Oreg., which is as follows:

"It has been estimated that there are ten billion feet of timber tributary to the proposed line of the Oregon Midland Railroad situated in the vicinity of Jenny creek and Spencer creek, tributaries of Klamath River, and east of Spencer creek, to Klamath Lake, in Oregon. In addition to the timber above-mentioned, it is calculated there are about three billion feet more situated in the vicinity of the Klamath Indian Reservation, adjacent to streams flowing into the upper Klamath Lake.

"Should the proposed Oregon Midland terminate at Klamath Falls, the timber in the vicinity of the Klamath Indian Reservation would increase this amount to thirteen billion feet. A good percentage of this timber is sugar pine. The building of this road would open up to market one of the largest bodies of soft pine in the United States."

"Up to the present time the sugar-pine interests of Oregon have been centered in Josephine County, with Grants Pass as the center. From one million to two million feet is about the extent of the sugar pine found accessible in a given radius, thus necessitating its manufacture with small portable mills.

"The sugar-pine lumber of Oregon ranks with the highest grade of pine lumber in the United States and finds a ready market in the east as well as on the coast. Choice clear No. 1 sugar pine is worth from $45 to $50 per M at the yards, and finds a market as far east as Chicago and New York. Shipments of Nos. 3 and 4 sugar pine are made as far east as Wisconsin and Iowa."

And from an article published in the Klamath Falls Express, of Klamath Falls, Oreg., written by Mr. Charles H. Pierce, of Seattle, Wash., who is considered an expert timberman, I quote as follows:

"In general figures, it would be very difficult for the best timberman in Oregon to even approximate the amount of saw timber tributary to the Klamath lakes and the upper end of Klamath River. But I have little hesitation in saying that I think when sawed it will aggregate more than five billions of feet."

From the foregoing it will be understood that the timber of these excluded lands will doubtless become valuable in the near future, and I have been reliably informed that there have been a number of persons looking over the said Cascade, Sugar Pine
Mountain, and Winter Ridge districts the past summer with a view to filing entries, some of whom expressed themselves as intending to return next summer and locate upon their selections.

Whilst at Bly in the upper Sprague River settlement, on the 18th instant, Mr. E. E. Fitch, proprietor of the hotel at Bly, informed me that the Oregon Central Military Wagon Road Company, who own considerable land in the county, hold their raw lands at from $1.25 to $10 per acre, according as situated with reference to its irrigation, and that a farm in the valley was recently sold for $12 per acre. And Mr. W. A. Walker, who has lived 26 years in the locality, the owner of 1,200 acres of improved land in the neighborhood, and who is now quite wealthy from farming and stock raising, informed me that he would not sell any of his land (all of which is within the excluded portion) for less than $10 per acre and that he values some of it at double that price, but that he regards $25 per acre as the average a fair value for lands in their native state throughout the southeastern portion of the excluded area, exclusive of the lava rock covered portions herebefore referred to, which latter are worthless.

Seven settlers of the Bly colony are constructing an irrigating ditch 12 miles in length, at a cost of about $5,000, which will cover about 4,000 acres of uplands bordering the lower valley lands of Sprague River, upon which they can grow timothy, alfalfa, and red mamonoth clover very successfully and profitably.

Mr. Walker, who is also one of the owners of the said irrigation system, further informed me that he has raised 6 tons of rye hay to the acre this year and equally as good crops of other fodder, and that he has threshed 100 bushels of oats from an acre; that vegetables can be successfully raised some seasons, but that potatoes and cereals are not a sure crop, the altitude being about 4,700 feet with frosts every month in the year, and that it is therefore unprofitable to engage in the raising of small grain in the locality, but that there is no section of Oregon that surpasses the Sprague River valley for producing fodder, good grazing, and successful stock growing.

I have gone into minute details, as above set forth, that it may be understood that I have availed myself of every possible means to arrive at the value of the lands excluded from the Klamath Reservation by the erroneous survey of 1871, and whilst it is true that there are a great many acres of valueless land in the said tract, yet there are many acres of arable land which already possess considerable value, and an immense amount of pine timber that must become very valuable in the near future; and, when taking into consideration the twenty-nine years that the Klamath Indians have been deprived of these lands, together with the value of the valleys, meadows, and heavily timbered portions, I most heartily indorse the price fixed upon said lands by the boundary commission in 1896, viz, 86.36 cents per acre.

After completing my examination of the lands referred to and becoming satisfied that the price fixed for same by the boundary commission was just and reasonable, I assembled the Indians in council on Monday, the 22d instant, at which council there were about 150 Indians, and commenced negotiations for the relinquishment of the lands by them of said excluded area, including all claims and demands of said Indians arising or growing out of the erroneous survey of the boundaries of their reservation in 1871. I summarized, briefly, what had been done in the premises up to our meeting in council, and stated that the treaty line as determined by the boundary commission was the one recognized by the Department; that it had been accepted and approved by the proper officials of the Government as the line contemplated in the treaty of 1864; that all their right, title, and interest to lands outside of the boundary commission line was ceded to the Government by their treaty of October 14, 1864, and that the negotiations we were entering upon was based upon the finding of said commission.

I further informed them that I had concluded to indorse the price fixed by the boundary commission, and therefore our negotiations only involved the question of what disposition was to be made of the proceeds.

I also advised them that the Department was opposed to per capita cash payments; that such cash payments have a demoralizing effect upon Indians, and that it was therefore desired by the Department that they place the greater portion of the amount they were to receive in the United States Treasury to their credit, to draw 5 per cent interest annually, and the remainder, after paying the legal fees of their attorneys having duly approved contracts, to be expended, under your direction, for such purposes as would be of greatest benefit to them; not what they would be of greatest benefit to them, but for their present needs and future welfare.

I suggested that after the principal portion of the proceeds were deposited in the United States Treasury, the remainder, after payment of their attorneys' fees, should, to be of greatest benefit to them, be expended in irrigation of their lands, purchase
of stock cattle, wagons, harness, mowing machines, horse rakes, etc., which manner of expenditure would more likely meet Department approval and prompt action by Congress, and told them that I was prepared to conduct negotiations with them in open council, which I regarded the better plan, with a committee of three or five members of the tribes, appointed by the Indians assembled, to conduct the negotiations, and after we had reached an agreement we would report it to the full council for its action; that I would withdraw from the council room that they might discuss the matter among themselves and appoint their committee, if they so elected. They concurred in my suggestion to withdraw for a short time, whereupon I left the hall, again telling them before leaving that they must bear in mind that this matter was of long standing, and to have any agreement we might conclude meet with Department approval and favorable action by Congress per capita cash payments should not be stipulated. In about half an hour they notified me that they had appointed a committee of five persons and were ready to proceed with the negotiations.

The committee were all intelligent Indians and representative men of the tribes, who understood and spoke English, so that an interpreter was unnecessary in our negotiations except at the first proviso, when about 128 Indians were present, among whom were some very old men who did not understand English very well, and again when I submitted the agreement to them after I had reached a conclusion with the committee.

The committee took up only one question at a time and after disposing of it reported to their full council for further instructions. In this way the agreement was concluded without unnecessary delay or wrangling of contending factions, and after I had read the agreement to them, and had it interpreted paragraph by paragraph, I announced that it was ready for signatures, whereupon 128 Indians, all who were present at the time, immediately signed their names, and others came in from day to day from distant parts of the reservation to sign until 200 had ratified the agreement.

After I had reached an agreement with the committee it was reduced to writing and explained to the Indians assembled, who unanimously concurred in its provisions. There are 1,138 Indians born on the rolls of this agency, 296 of whom are males over 18 years of age, but 23 of said adult males do not reside upon the reservation and quite a number of others are absent from their homes working in white settlements, all of whom would undoubtedly have signed if they could have been reached, as there was not a single objection offered against any provision of the agreement after we had reached a conclusion.

Under instructions from the full council the committee demanded, and urgently insisted upon, a large cash payment; but they finally yielded to my arguments and were brought to appreciate the advantages of having the money expended as stipulated in the agreement. The $25,000 per capita cash payment provided in Article III was conceded by me, after considering it very carefully, that the beneficiaries might thus be enabled to liquidate their indebtedness. None owe large amounts, chiefly small grocers' bills, and a few for mowing machines, etc., and this cash payment for the 1,138 Indians of the agency, being about $22 per capita, will be of great benefit to the beneficiaries, and, in my opinion, will be judiciously expended by most of them; and it will be especially appreciated by the very old people, who would not be particularly benefited in a tangible way should the money be all expended in irrigation and the purchase of stock cattle.

The Indians were all very much opposed in the beginning to any provision for irrigation, maintaining that those desiring such could construct their own ditches, but they finally consented to its incorporation in the agreement, with the proviso, however, that only those who will be benefited by the irrigation shall bear any expense of its construction, and when taking into consideration that the allotments of many of these Indians are so situated that no general system of irrigation can be made to reach their lands, the proviso is but just and reasonable.

Outside of the Williamson River, Sprague River, Sycan River, and Klamath Marsh districts, the allotments, scattered over thirty-three townships, are much separated, and in some instances far removed from where any general system of irrigation will ever be constructed or where water could be conducted, and in view of this fact I incorporated a clause by which those who receive the benefits shall bear the expense, and those who are not benefited by such expenditure shall receive an equivalent in lieu thereof.

The Indians, as above stated, were at first very much opposed to the incorporation of any provision for the irrigation of their lands, but since they have accepted this important provision they are talking of its advantages, have become very much interested, and many are now enthusiastic over it.

The Indians were opposed to making any mention of wagons, harness, mowing machines, horse rakes, etc., in the agreement, desiring to leave the purchase of those
articles to your discretion, subject to their applying for some, they fearing that if mentioned in the agreement they would be obliged to accept them whether desired or not, and, at the request of the committee, I prepared the agreement providing for the drainage and irrigation of their lands and the purchase of stock cattle, omitting enumeration of other articles the purchase of which is provided for, in your discretion, by said Article III of the agreement, and which can, under said provision, be purchased and shipped as actually needed.

The Klamath and Modoc Indians of the Klamath Reservation all dress as whites, wear their hair short, and are well advanced in civilization, and, while they are not what can be termed fully civilized, the elements of progress are well grounded and steadily developing among them. A stranger riding through the districts would never suspect that he was passing through an Indian settlement. Commodious residences, good barns, extensive stock pastures and hay meadows, stacks of hay, and good fences, with what little stock they have in fine condition, shows general prosperity, and gives it the appearance of a community of prosperous white pioneers instead of being among Klamath and Modoc Indians, some of whom were hostiles of the “Lava Beds” trouble of 1872 and 1873.

With the exception of the very old people, these Indians are fairly well educated, a majority of them being quite well advanced, and of the 200 whose signatures are attached to the agreement 96 signed their own names. All appear to understand English, and most of them, both men and women, speak the English language quite intelligently and without native accent so common to most tribes.

The Klamath Reservation, with an altitude approximating 4,500 feet, is not adapted to agriculture, other than the growing of fodder, which is at present raised in valleys along the streams and other low places where there is sufficient moisture; and with irrigation of the lands, as contemplated by the agreement, the amount of timothy, red mammoth clover, grain fodder, and wild grass that can be raised on this reservation will only be limited by the acreage cultivated.

There being frost in this section every month in the year, the cultivation of vegetables and cereals is not remunerative, but there is no finer section in Oregon for stock growing, and for the Klamaths to continue prosperous and become independent the stock industry should be fostered and encouraged, as it is the only remunerative industry in this section of country at the present time.

In conclusion, I most heartily indorse the price fixed by the boundary commission for the lands embraced in the above referred to excluded area of the Klamath Reservation, as determined by said boundary commission in their report, dated December 18, 1896, and believing that the agreement entered into with said Indians and dated the 24th instant, transmitted herewith, is just and fair, and in all its provisions, I therefore respectfully recommend its approval.

The documents furnished me for my guidance in the premises are herewith returned.

Very respectfully, your obedient servant,

JAMES McLAUGHLIN,
U. S. Indian Inspector.

The Secretary of the Interior,
Washington, D. C.

Articles of agreement with the Klamath and Modoc tribes and Yahooskin band of Snake Indians of Klamath Indian Agency, Oregon.

This agreement, made and entered into on the twenty-fourth day of October, nineteen hundred, by and between James McLaughlin, U. S. Indian inspector, on the part of the United States, and the Klamath and Modoc tribes and Yahooskin band of Snake Indians, belonging to the Klamath Indian Agency, in the State of Oregon, witnesses:

Article I. The said Klamath and other Indians belonging to the Klamath Agency, Oregon, 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 Klamath Indian Reservation lying between the boundaries described in the treaty with said Indians concluded October fourteenth, eighteen hundred and sixty-four, and proclaimed February seventeenth, eighteen hundred and seventy, as confirmed by the Klamath Boundary Commission in their report to the Secretary of the Interior, dated December eighteenth, eighteen hundred and ninety-six, and the reservation boundary lines as established by the survey made in eighteen hundred
and seventy-one under the authority of the General Land Office, the tract of land hereby ceded and relinquished comprising six hundred and twenty-one thousand eight hundred and twenty-four acres.

**ARTICLE II.** In consideration of the land ceded, relinquished, and conveyed by Article I of this agreement, and in full of all claims and demands of said Klamath and other Indians arising or growing out of the erroneous survey of the outboundary of their reservation in eighteen hundred and seventy-one, the United States stipulates and agrees to pay to and expend for said Indians, in the manner hereinafter provided, the sum of five hundred and thirty-seven thousand and seven dollars and twenty cents ($537,007.20), being at the rate of eighty-six and 36-100 (86.36-100) cents per acre, the price awarded for said lands by the Klamath Boundary Commissioners in their report to the Secretary of the Interior, dated December eighteenth, eighteen hundred and ninety-six.

**ARTICLE III.** It is agreed that of the amount to be paid to the said Klamath and other Indians, as stipulated in Article II of this agreement, the sum of twenty-five thousand dollars shall be paid in cash, pro rata, share and share alike, to each male, female, and child belonging to said Klamath and other tribes, and under the jurisdiction of the Klamath Indian Agency, within one hundred and fifty days from and after the date of the ratification of this agreement; and the sum of three hundred and fifty thousand dollars shall be deposited in the Treasury of the United States to the credit of said Indians, and shall draw interest at the rate of five per centum per annum, which interest shall be paid to said Indians annually per capita in cash, and that the remainder of said sum of five hundred and thirty-seven thousand and seven dollars and twenty cents, after the payment of the legal fees of attorneys having duly approved contracts, shall be expended for the benefit of said Indians, under the direction of the Secretary of the Interior, upon requisition of the Indians through the U.S. Indian agent, in the drainage and irrigation of their lands and the purchase of stock cattle for issue to said Indians, and for such other purposes as may, in his opinion, best promote their welfare: Provided, That beneficiaries whose allotments will not be benefited by the irrigation systems constructed under this provision, shall not bear any of the expense of such irrigation construction, and shall, as nearly as practicable, receive an equivalent in value of the stock cattle or other articles herein contemplated, that each beneficiary may thus receive his or her proportionate share of the benefits of this provision: And further provided, That, in addition to the interest on the fund deposited in the U.S. Treasury, the Secretary of the Interior may, in his discretion, expend for the benefit of said Indians, including reasonable cash payments per capita, not to exceed ten per centum per annum of the principal fund, upon a majority of the male adult Indians of Klamath Agency petitioning for same, through the Commissioner of Indian Affairs.

**ARTICLE IV.** It is understood that nothing in this agreement shall be construed to deprive the said Klamath and other Indians of the Klamath Agency of any benefits to which they are entitled under existing treaties, not inconsistent with the provisions of this agreement.

**ARTICLE V.** This agreement shall take effect and be in force when signed by U.S. Indian Inspector James McLaughlin, and by a majority of the male adult Indians, parties thereto, and when approved by the Secretary of the Interior and accepted and ratified by the Congress of the United States.

In witness whereof the said James McLaughlin, U.S. Indian inspector, on the part of the United States, and the male adults of the Klamath and other tribes of Indians belonging to the Klamath Agency, Oregon, have hereunto set their hands and seals at Klamath Indian Agency, Oregon, this twenty-fourth day of October, A.D. nineteen hundred.

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

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### KLAMATH INDIAN RESERVATION

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<td>24</td>
<td>Grover L. Pompey.</td>
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<td>104</td>
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<td>105</td>
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<td>Willie David.</td>
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<td>Clyde Pitt.</td>
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<td>Kidie Chiloquin.</td>
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<tr>
<td>108</td>
<td>55</td>
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<td>[SEAL]</td>
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<td>109</td>
<td>51</td>
<td>Ben John (his x mark).</td>
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<td>110</td>
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<td>Joseph Jackson.</td>
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<td>111</td>
<td>46</td>
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<td>Arthur Tupper.</td>
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<td>114</td>
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<td>115</td>
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<td>Blaine Ben.</td>
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<td>47</td>
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<td>Charles Morgan.</td>
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<td>37</td>
<td>Dick White.</td>
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<td>Abraham Charley.</td>
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<td>72</td>
<td>Sammy Andy (his x mark).</td>
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<td>John M. Henry (his x mark).</td>
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<td>Lionheart (his x mark).</td>
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<td>Peter Phillips (his x mark).</td>
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<td>143</td>
<td>76</td>
<td>Jake Weeks (his x mark).</td>
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<tr>
<td>144</td>
<td>42</td>
<td>Robin Hood.</td>
<td>[SEAL]</td>
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</tbody>
</table>

H. Doc. 156—3
KLAMATH INDIAN RESERVATION.

No. Age
145 56 Andrew Jackson (his x mark).
146 46 Frank Choke Riggs (his x mark).
147 55 Alex. Wilson (his x mark).
148 28 Levi Walker.
149 24 Prim Weeks.
150 66 John Snipes (his x mark).
151 46 Mike Weeks (his x mark).
152 32 Thomas Barkley.
153 19 Johnny Jackson.
154 18 Joshua Williams.
155 20 Harry Jackson.
156 19 Gurney Borkly.
157 30 Kay Davis.
158 24 Roscoe Watah.
159 28 Clark Chocktroot.
160 43 James Noneo (his x mark).
161 45 Bob Godowa (his x mark).
162 28 Alex. Miller.
163 44 Jim George (his x mark).
164 38 Antony Merritt (his x mark).
165 44 Drummer David (his x mark).
166 20 Clinton Charles.
167 71 John Smiley (his x mark).
168 71 Doctor McKay (his x mark).
169 21 John Weeks.
170 40 Samuel Walker.
171 23 George Duvall.
172 29 Thomas Lang.
173 44 Yank Lobert (his x mark).
174 81 Mike Elchucks (his x mark).
175 39 William Moore.
176 21 Roger William.
177 56 Pedro (his x mark).
178 25 Homer Hutchinson.
179 80 Mink Lobert (his x mark).
180 28 Jim Willis.
181 36 Grant Smith.
182 24 Albert Chiloquin.
183 19 McClellan Williams.
184 18 Warren Copperfield.
185 30 Anderson Faithful.
186 72 Mark Robinson (his x mark).
187 76 Alexander Popumix (his x mark).
188 51 Dick Brown (his x mark).
189 49 Dan Sconchin (his x mark).
190 23 Abel Walker.
191 20 Willie Barkley.
192 25 Elmer Lynch.
193 27 Ernest George.
194 49 Dave Sanders (his x mark) (Dave Popumix).
195 51 Rube Walker (his x mark).
196 65 Modoc George (his x mark) (George Smith).
197 48 Modoc Billy (his x mark) (William Harding).
198 29 John George (John George Smith).
199 55 Charley Faithful (his x mark).
200 33 Use George (his x mark).

We, the undersigned, do hereby certify that the foregoing agreement between the United States and the Indians of Klamath Agency, Oregon, dated October 24, 1900, was thoroughly explained by us to said Indians; that it was fully understood by them before signing, and that we witnessed the signatures of the Indians by their writing their names or making their marks thereto.

Rev. Jesse Kirk,
Joseph Kirk,
Interpreters.

Klamath Agency, Oregon, October 29, 1900.
KLAMATH INDIAN RESERVATION.

We, the undersigned, do hereby certify that we witnessed the signatures of James McLaughlin, U. S. Indian inspector, and of the two hundred (200) male adult Indians of Klamath Agency, Oregon, to the foregoing agreement.

ROBERT C. SPINK.

GEORGE W. LOOSLEY.

KLAMATH AGENCY, OREGON, October 29, 1900.

I hereby certify that the total number of male adult Indians over eighteen (18) years of age belonging to the Klamath Agency, Oregon, is two hundred and ninety-six (296), of whom two hundred (200) have signed the foregoing agreement.

O. C. APPLEGATE,

U. S. Indian Agent.

KLAMATH AGENCY, OREGON, October 29, 1900.

We, the undersigned members of the Klamath and Modoc tribes and Yahoooskin Band of Snake Indians, belonging to the Klamath Agency, Oregon, constituting a committee duly appointed by our people to negotiate with James McLaughlin, U. S. Indian inspector, for our relinquishment to the United States of certain lands as per agreement dated October 24th, 1900, do hereby certify that the said agreement was fully understood by us, and also by the Indians who signed the same, and that the signatures of the Indians to said agreement were of their own free will and without undue influence or promise of future reward.

JOSEPH KIRK.

REV. JESSE KIRK.

WILLIAM CRAWFORD.

ROBERT WILSON.

HARRISON BROWN (his x mark).

KLAMATH AGENCY, OREGON, October 29, 1900.

UNITED STATES INDIAN SERVICE,

KLAMATH AGENCY, OREG., Nov. 3, 1900.

SIR: Hon. James McLaughlin, United States Indian inspector, arrived at this agency October 8, to take up the long unsettled question indemnifying the Indians for their lands erroneously excluded from the reservation by the boundary survey of 1871. A practical investigation of the question, which necessitated several trips to the excluded areas, consumed several days' time, after which the Indians were convened in council and a complete conclusion was reached on the 24th instant, the third day of the council. The agreement concluded and now signed by the inspector and 200 of the adult male members of the several treaty tribes on the reservation gives great satisfaction, and I trust it will readily meet with your approval and that of the Department, as it provides for the placing of $350,000 in the Treasury, to draw interest at 5 per centum, as heretofore recommended by the Department, and for the expenditure of the greater part of the remainder for the benefit of the Indians in the irrigation and drainage of their lands and in the purchase of young cattle and agricultural implements.

The best interests of the reservation will no doubt be conserved if Congress shall, by the necessary legislation, make this treaty operative, and a judicious and economical application of its beneficial stipulations will greatly develop our fertile reservation and make the Indians not only independent but prosperous.

I would highly commend the faithful, careful manner in which the inspector has done his work. He can rest assured that the agreement he has so happily negotiated with these volatile people, if approved, will inaugurate a new era of prosperity and development on the Klamath Reservation.

I submit herewith a copy of the agreement as completed.

Very respectfully,

O. C. APPLEGATE,

United States Indian Agent.

The COMMISSIONER OF INDIAN AFFAIRS,

Washington, D. C.
A BILL to ratify an agreement with the Indians of the Klamath Indian Reservation in Oregon, and making appropriations to carry the same into effect:

Whereas James McLaughlin, an Indian inspector, for and on behalf of the Secretary of the Interior, under and by virtue of an Act of Congress approved July first, eighteen hundred and ninety-eight (30th United States Statute Laws, page five hundred and seventy-one), entitled "An act making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, eighteen hundred and ninety-nine, and for other purposes," did, on the twenty-fourth day of October, nineteen hundred, make and conclude an agreement with the Klamath and Modoc tribes and Yahooskin band of Snake Indians residing on the Klamath Indian Reservation in the State of Oregon, which agreement is as follows:

This agreement made and entered into on the twenty-fourth day of October, nineteen hundred, by and between James McLaughlin, United States Indian inspector, on the part of the United States, and the Klamath and Modoc tribes and Yahooskin band of Snake Indians, belonging to the Klamath Indian Agency, in the state of Oregon, witnesses:

ARTICLE I. The said Klamath and other Indians belonging to the Klamath Agency, Oregon, 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 Klamath Indian Reservation lying between the boundaries described in the treaty with said Indians concluded October fourteenth, eighteen hundred and sixty-four, and confirmed by the Klamath Boundary Commission in their report to the Secretary of the Interior dated December eighteenth, eighteen hundred and ninety-six, and the reservation boundary lines as established by the survey made in eighteen hundred and seventy-one under the authority of the General Land Office, the tract of land hereby ceded and relinquished comprising six hundred and twenty-four acres.

ARTICLE II. In consideration of the land ceded, relinquished and conveyed by Article I of this agreement, and in full of all claims and demands of said Klamath and other Indians arising or growing out of the erroneous survey of the out-boundaries of their reservation in eighteen hundred and seventy-one, the United States stipulates and agrees to pay to and expend for said Indians, in the manner hereinafter provided, the sum of Five hundred and thirty-seven thousand and seven dollars and twenty cents ($537,007.20), being at the rate of eighty-six and 36/100 (.86 36/100) dollars per acre; the price awarded for said lands by the Klamath Boundary Commissioners in their report to the Secretary of the Interior dated December eighteenth, eighteen hundred and ninety-six, and the sum of three hundred and twenty-four acres.

ARTICLE III. It is agreed that of the amount to be paid to the said Klamath and other Indians, as stipulated in Article II of this agreement, the sum of twenty five thousand dollars shall be paid in cash pro rata, share and share alike, to each man, woman and child belonging to said Klamath and other tribes and under the jurisdiction of the Klamath Indian Agency, within one hundred and fifty days from and after the date of the ratification of this agreement, and the sum of three hundred and fifty thousand dollars shall be deposited in the Treasury of the United States to the credit of said Indians, and shall draw interest at the rate of five per centum per annum, which interest shall be paid to said Indians annually per capita in cash, and that the remainder of said sum of five hundred and thirty-seven thousand and seven dollars and twenty cents, and the payment of the legal fees of attorneys having duly approved contracts, shall be expended for the benefit of said Indians, under the direction of the Secretary of the Interior, upon requisition of the Indians through the U. S. Indian Agent, in the drainage and irrigation of their lands, and the purchase of stock cattle for issue to said Indians, and for such other purposes as may, in his opinion, best promote their welfare; Provided, That beneficiaries whose allotments will not be benefited by the irrigation systems constructed under this provision, shall not bear any of the expense of such irrigation construction, and shall, as nearly as practicable, receive an equivalent in value of the stock cattle or other articles herein contemplated, that each beneficiary may thus receive his or her proportionate share of the benefits of this provision: And provided further, That, in addition to the interest on the fund deposited in the U. S. Treasury, the Secretary of the Interior may, in his discretion, expend for the benefit of said Indians, including reasonable cash payments per capita, not to exceed ten per centum per annum of the principal fund, upon a majority of the male adult Indians of Klamath Agency petitioning for same, through the Commissioner of Indian Affairs.

ARTICLE IV. It is understood that nothing in this agreement shall be construed to deprive the said Klamath and other Indians of the Klamath Agency, of any benefits
to which they are entitled under existing treaties, not inconsistent with the provisions of this agreement.

ARTICLE V. This agreement shall take effect and be in force when signed by U. S. Indian Inspector, James McLaughlin, and by a majority of the male adult Indians, parties thereto, and when approved by the Secretary of the Interior and accepted and ratified by the Congress of the United States.

In witness whereof the said James McLaughlin, U. S. Indian Inspector, on the part of the United States, and the male adults of the Klamath and other tribes of Indians belonging to the Klamath Agency, Oregon, have hereunto set their hands and seals at Klamath Indian Agency, Oregon, this twenty-fourth day of October, A. D. nineteen hundred.

JAMES MCLAUGHLIN (SEAL)
U. S. Indian Inspector.

Rev. Jesse Kirk, William Crawford, Joseph Kirk, Robert Wilson, Harrison Brown (his x mark), Eugene Isaacs, Jack Palmer, Henry Hoover, Henry Jackson (his x mark), John Pitt (his x mark), Sam Essex (nee Isaacs) (his x mark), Lincoln Butler, Jim Preston, Ben Wright, Jack Drew (his x mark), John Jones (his x mark), David Chocktoot, Chas. Brown, Mose Chaloquin (his x mark), Jim Copperfield (his x mark), Charlie Wilken (his x mark), Logan Pompey (his x mark), Joe Weeks (his x mark), Bob Hook (his x mark), William Beale (his x mark), Lee Snipes, Charley Brown (his x mark), Johnnie Stokes, Mose John (his x mark), Long Wilson (his x mark), Harvey Wilson (his x mark), Blind William (his x mark), Pat Kane (his x mark), Herbert Nelson, Ben Butler, Ab. Captain (his x mark), Jim Jackson (his x mark), Pit River George (his x mark), Albert Hochoe (his x mark), Pit River Dick (his x mark), Solomon La-Lakes (his x mark), Frank Hause, Charley Stokes (his x mark), Dr. Thompson (his x mark), Isaac Nekobux (his x mark), Agency George (his x mark), Short Bob (his x mark), Charley Pitt (his x mark), James Johnson, Joe Nimrod (his x mark), Cholah (his x mark), Henry Jackson (his x mark), Cola Ball (his x mark), Pellican Man (his x mark), Charley Preston (his x mark), Thomas Skellock (his x mark), Dr. John (his x mark), Long John (his x mark), Andy White (his x mark), John Lee Ball, John Duvall, Wildes Solomon, O'Tool (his x mark), Edward Ball, Hiram Villard, Stonewall Jackson, (his x mark), Alle Tecumseh (his x mark), Bright Jim (his x mark), William Turner Jackson (his x mark), Dave Copperfield, Dick Hammond, nee Herman (his x mark), Jim Hart (his x mark), Gordon Miller, Frank Jack, Chief Le Lu (his x mark), Hobert Conny (his x mark), Paddy Eocosis (his x mark), Simon Isaacs (his x mark), Johnny Nelson (his x mark), John Morgan, James Dowase (his x mark), Allen David (his x mark), John Little John (his x mark), Morris Latches, Tommy Tecumseh (his x mark), Frank John (his x mark), Fred Phillips, Sargent Brown, Allen Eggeman (his x mark), Johnie Jackson, Joshua Williams, Fred Hendricks, Frank Lynch (his x mark), George Gray, Jim Twice (his x mark), Byron Latches, John Wesley (his x mark), Henry Blowe (his x mark), Ike Jackson (his x mark), Toto Merritt (his x mark), Eimer Hill, Whyhilelate (his x mark), Grover L. Pompey, William Cowan, Willie David, Clyde Pitt, Kildie Chaloquin, Henry Brown (his x mark), Ben John (his x mark), Joseph Jackson, Jaen Howard (his x mark), Arthur Tupper, David Johnson, James Lalu (his x mark), Blaine Ben, Finley Wilson, William Ball, Ross Beale, Victor Nelson, James Brown, Mervin Riggs, Virgil Wilson, Hugh Johnson, Shakespeare Hicks, Harry Wilson, George Beale, William Kolkomish, Henry Weeks (his x mark), Charles Morgan, Sam Allen (his x mark), Dick White, Burnside Conny (his x mark), Harry Wright, William John, Ward Weeks, Charles White (his x mark), Abraham Charley, Peter M. Sconchin, Sammy Andy (his x mark), Mose Henry (his x mark), Lionheart (his x mark), Peter Phillips (his x mark), Jake Weeks (his x mark), Robin Hood, Andrew Jackson (his x mark), Weeks (his x mark), Alex. Wilson (his x mark), Levi Walker, Prim Weeks, John Snipes (his x mark), Mike Weeks (his x mark), Thomas Barkley, Johnny Jackson, Joshua Williams,
Harry Jackson, Gurney Borkly, Kay Davis, Roscoe Wah, Clark Chocktoot, James Noneo (his x mark), Bob Godowa (his x mark), Alex. Miller, Jim George (his x mark), Anthony Merritt (his x mark), Drummer David (his x mark), Clinton Charles, John Smiley (his x mark), John Weeks, Samuel Walker, George Duvall, Thomas Lang, Yank Lobert (his x mark), Mike Elchunke (his x mark), William Moore, Roger William, Pedro (his x mark), Homer Hutchinson, Mink Lobert (his x mark), Jim Willis, Grant Smith, Albert Chiloquin, McClellan Williams, Warren Copperfield, Anderson Faithful, Mark Robinson (his x mark), Alexander Popumix (his x mark), Dick Brown (his x mark), Dan Sconchin (his x mark), Abel Walker, Willie Barkley, Elmer Lynch, Ernest George: Dave Sanders (his x mark) (Dave Popumix); Rube Walker (his x mark); Modoc George (his x mark) (George Smith); Modoc Billy (his x mark) William Harling; John George (John George Smith); Charley Faithful (his x mark), Use George (his x mark).

(A seal is affixed to each of the foregoing signatures.)

We, the undersigned, do hereby certify that the foregoing agreement between the United States and the Indians of Klamath Agency, Oregon, dated October 24, 1900, was thoroughly explained by us to said Indians; that it was fully understood by them before signing, and that we witnessed the signatures of the Indians by their writing their names or making their marks thereto.

Rev. Jesse Kirk,
Joseph Kirk,
Interpreters.

KLAMATH AGENCY, OREGON, October 29, 1900.

We, the undersigned, do hereby certify that we witnessed the signatures of James McLaughlin, U. S. Indian inspector, and of the two hundred (200) male adult Indians of Klamath Agency, Oregon, to the foregoing agreement.

Robert C. Spink.
Geo. W. Loosley.

KLAMATH AGENCY, OREGON, October 29, 1900.

I hereby certify that the total number of male adult Indians over eighteen (18) years of age belonging to the Klamath Agency, Oregon, is two hundred and ninety-six (296), of whom two hundred (200) have signed the foregoing agreement.

O. C. Applegate,
U. S. Indian Agent.

KLAMATH AGENCY, OREGON, October 29, 1900.

We, the undersigned members of the Klamath and Modoc tribes and Yahooskin band of Snake Indians, belonging to the Klamath Agency, Oregon, constituting a committee duly appointed by our people to negotiate with James McLaughlin, U. S. Indian inspector, for our relinquishment to the United States of certain lands, as per agreement dated October 24th, 1900, do hereby certify that the said agreement was fully understood by us and also by the Indians who signed the same, and that the signatures of the Indians to said agreement were of their own free will and without under influence or promise of future reward.

Joseph Kirk.
Rev. Jesse Kirk.
William Crawford.
Robert Wilson.
Harrison Brown (his x mark).

KLAMATH AGENCY, OREGON, October 29, 1900.

Therefore,

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

Sec. 2. That for the purpose of carrying the provision of said agreement into effect there is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of five hundred and thirty-seven thousand and seven dollars and twenty cents, of which amount the sum of three hundred and fifty thousand
dollars shall be placed to the credit of the Indians of the Klamath Agency, in the State of Oregon, in the Treasury of the United States, and shall bear interest at the rate of five per centum per annum. The remainder of said sum of five hundred and thirty-seven thousand and seven dollars and twenty cents, after the payment of the legal fees of attorneys having duly approved contracts, together with the interest on said sum of three hundred and fifty thousand dollars, shall be paid to said Indians or expended for their benefit as provided in article three of said agreement: Provided, That the Secretary of the Interior may, in his discretion, expend for the benefit of said Indians, including reasonable cash payments per capita, not to exceed ten per centum per annum of the principal fund, upon a majority of the male adult Indians of said Klamath Agency petitioning for the same through the Commissioner of Indian Affairs.

Certified list of lands entered by citizens of the United States, by the Oregon Central Military Wagon Road Company, and by the State of Oregon on the tract excluded from the Klamath Reservation by the erroneous survey made in 1871.
## Description of tract.

<table>
<thead>
<tr>
<th>Part of section</th>
<th>Section</th>
<th>Township</th>
<th>Range</th>
<th>Acres</th>
<th>Contents</th>
<th>Name of purchaser</th>
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</thead>
<tbody>
<tr>
<td>SW. 1/4 of SE.</td>
<td>12</td>
<td>15</td>
<td>14</td>
<td>120</td>
<td>Ind. school L., No. 6.</td>
<td>T. C., 1198, B. F. Bull.</td>
</tr>
<tr>
<td>SW. 1/4 of NE.</td>
<td>11</td>
<td>15</td>
<td>14</td>
<td>40</td>
<td></td>
<td>C. E., 1669, W. D. West.</td>
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<tr>
<td>SW. 1/4 of NE.</td>
<td>14</td>
<td>15</td>
<td>14</td>
<td>640</td>
<td>App. swamp.</td>
<td>Do.</td>
</tr>
<tr>
<td>NE. 1/4 of NW.</td>
<td>15</td>
<td>15</td>
<td>14</td>
<td>640</td>
<td>App. swamp.</td>
<td>Do.</td>
</tr>
<tr>
<td>NE. 1/4 of SW.</td>
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<td>15</td>
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<td>C. E. No. 745, J. Q. Adams.</td>
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<td>Ind. school list, No. 7.</td>
<td>C. E. No. 1348, H. B. King.</td>
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<tr>
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<td>14</td>
<td>160</td>
<td>App. swamp.</td>
<td>Do.</td>
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<td>NE. 1/4 of NE.</td>
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<td>15</td>
<td>14</td>
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<tr>
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<td>15</td>
<td>14</td>
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<td>14</td>
<td>130</td>
<td>Ind. school list, No. 7.</td>
<td>C. E. No. 1348, H. B. King.</td>
</tr>
<tr>
<td>NE. 1/4 of SW.</td>
<td>23</td>
<td>15</td>
<td>14</td>
<td>150</td>
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**KLAMATH INDIAN RESERVATION.**

Certified list of lands entered by citizens of the United States, by the Oregon Central Military Wagon Road Company, and the State of Oregon, etc.—Continued.
**KLAMATH INDIAN RESERVATION.**

Certified list of lands entered by citizens of the United States, by the Oregon Central Military Wagon Road Company, and the State of Oregon, etc.—Continued.

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We, the undersigned register and receiver, do hereby certify that the foregoing list of lands are within the boundary lines of the location as determined by the commission appointed September 25-30, 1865, and the present boundary line as established.

December 8, 1866.

H. Doc. 156—4

W. A. WILSHIRE, Register.

HARRY BAILEY, Receiver.