

IN THE WATER COURTS OF THE STATE OF MONTANA
YELLOWSTONE DIVISION
BOULDER RIVER BASIN, TRIBUTARY OF YELLOWSTONE RIVER (43BJ)
* * * * *

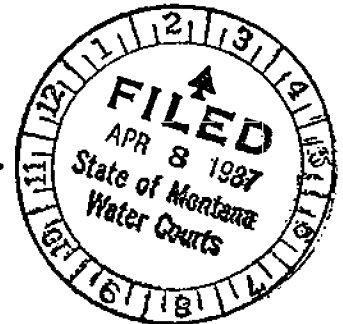
IN THE MATTER OF THE ADJUDICATION OF)
THE EXISTING RIGHTS TO THE USE OF ALL)
THE WATER, BOTH SURFACE AND UNDERGROUND,)
WITHIN THE BOULDER RIVER DRAINAGE AREA)
INCLUDING ALL TRIBUTARIES OF THE BOULDER)
RIVER, TRIBUTARY OF YELLOWSTONE RIVER,)
IN SWEET GRASS AND PARK COUNTIES,)
MONTANA.)

CASE NO. 43BJ-45

Claim # 43BJ-W-060061
060062, 060063, 060097
& 060098

CLAIMANT: USDA Forest Service

OBJECTOR: Dept. of Natural Resources & Conservation.
ON MOTION OF THE WATER COURT



MASTER'S REPORT

FINDINGS OF FACT

I.

On September 3, 1985, an objection was filed to claim 43BJ-060061 by the Montana Department of Natural Resources & Conservation contesting the source.

II.

Such objection was timely filed.

III.

Claims 43BJ-W-060061, 060062, 060063, 060097 and 060098 were called in on Motion of the Water Court questioning that the claimed priority date for these claims conflicted with the dates of existence for the Crow Indian Reservation.

IV.

Claims 43BJ-W-060061, 060062, 060063, 060097 and 060098 were decreed in the Temporary Preliminary Decree of the Boulder River, Tributary of Yellowstone River, Basin.

V.

No Notice of Intent to Appear was filed.

VI.

A stipulation was filed with the Court on December 2, 1985, regarding 43BJ-W-060061 and was signed by both the claimant, USA Forest Service, and the objector, Montana Department of Natural Resources, correcting the source.

VII.

No objection was filed to contest the stipulation.

VIII.

The Temporary Preliminary Decree of the Boulder River, Tributary of Yellowstone River Basin decreed the source for claim 43BJ-060061 as:

East Boulder River

IX.

Based upon the stipulation, the source for claim 43BJ-W-060061 should be:

Boulder River, East Fork

X.

Claims 43BJ-W-060061, 060062 and 060063 were decreed the priority date of July 1, 1880 in the Temporary Preliminary Decree of the Boulder River, Tributary of Yellowstone River, Basin.

XI.

Claims 43BJ-W-060097 and 060098 were decreed the priority date of August 1, 1877, in the Temporary Preliminary

Decree of the Boulder River, Tributary of Yellowstone River,
Basin.

XII.

The lands claimed in claims 43BJ-W-060061, 060062 and 060063 were part of the Crow Indian Reservation on priority date claimed.

XIII.

There is no evidence that the lands contained in claims 43BJ-W-060061, 060062 and 060063 were originally an Indian allotment.

XIV.

The lands claimed in 43BJ-W-060061, 060062 and 060063 were signed over to the United States by the Crow Indians through a treaty dated June 12, 1880.

XV.

Such treaty was ratified by Congress on April 11, 1882.

XVI.

The lands claimed in claims 43BJ-W-060097 and 060098 were part of the Crow Indian Reservation on priority date claimed.

XVII.

The lands claimed in 43BJ-W-060097 and 060098 were signed over to the United States by the Crow Indians through a treaty dated December 8, 1890.

XVIII.

Such treaty was ratified by Congress on March 3, 1891.

XIX.

The lands contained in claims 43BJ-W-060097 and 060098 were open for public settlement on October 12, 1892.

CONCLUSIONS OF LAW

I.

The Water Court has jurisdiction to review all objections to temporary preliminary decrees pursuant to 85-2-233, Montana Code Annotated.

II.

Upon review of these facts, the Master finds that there has been no over-reaching or misunderstanding by the parties in the signing of these stipulations.

III.

The stipulation regarding claim 43BJ-W-060061 is accepted by the Court.

IV.

The objection filed by the Montana Department of Natural Resources & Conservation is deemed withdrawn upon the Court's acceptance of the stipulation.

V.

An Indian who is given a portion of land under the General Allotment Act of 1887, 25 USCA Sec. 381, also receives a portion of the Indian reserved water right and such water right (& land) is transferable to a non-Indian. Colville Confederated Tribes v. Walton, 647 F2d 42 (9th Cir), Cert denied 454 US 1092, 102 Sct 657, 70 LEd2d 630 (1981).

VI.

No evidence exists to indicate the lands claimed in claims 43BJ-060061, 060062 and 060063 were part of an Indian allotment.

VII.

Indian lands become part of the public domain when a cessation treaty is signed by the Indians and when such treaty is ratified by Congress, not when the land is officially opened up for settlement. Cook et al v. Hudson, 110 MT 263, 103 P2d 137 (1940).

VIII.

The date the cessation treaty regarding the lands in claims 43BJ-060061, 060062 and 060063 was ratified by Congress was April 11, 1882.

IX.

The priority dates for claims 43BJ-W-060061, 060062 and 060063 shall be decreed in the Temporary Preliminary Decree of the Boulder River, Tributary of the Yellowstone River Basin as:

April 11, 1882

X.

The date the cessation treaty regarding the lands in claims 43BJ-060097 and 060098 was ratified by Congress was March 4, 1891.


XI.

The priority dates for claims 43BJ-W-060097 and 060098 shall be decreed in the Temporary Preliminary Decree of the

Boulder River, Tributary of the Yellowstone River Basin as:

March 4, 1891

DATED this 7th day of April, 1987.


Wynne O'Brien
Water Master

O R D E R

After review of the Master's Report, it is ORDERED, that the foregoing changes be made to claims 43BJ-W-060061, 060062, 060063, 060097 and 060098 in the Temporary Preliminary Decree of existing water rights of the Boulder River, Tributary of the Yellowstone River, Basin in accordance with the Master's Report.

DATED this 8 day of April, 1987.


W. W. Lessley
Chief Water Judge

USDA Forest Service
Office of General Counsel
P. O. Box 7669
Missoula, MT 59807

Kenneth Pitt, Special Assistant
United States Attorney
P. O. Box 7669
Missoula, MT 59807

Candace West, Attorney
Dept. of Natural Resources
1520 East Sixth
Helena, MT 59620

BASIN 43BJ
ABSTRACT OF WATER RIGHT

WATER RIGHT NUMBER 43BJ-W-060061-00

OWNERS: US DEPT OF AGRICULTURE FOREST SERVICE
PO BOX 7669
MISSOULA MT 59807

PRIORITY DATE: APR 11, 1882

FLOW RATE:

VOLUME: 30 GALLONS PER DAY PER ANIMAL UNIT

THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORIC USE OF THE AREA SERVICED BY THIS WATER SOURCE.

SOURCE: BOULDER RIVER, EAST FORK

PURPOSE (USE): STOCK

PERIOD OF USE: JULY 1 TO SEPT 30

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

SWSE 02 08S 12E PARK

DIRECT FROM SRC

PLACE OF USE FOR STOCK-----

ACRES-----LOT BLK QTR SEC SEC TWP RGE COUNTY-----

001

SWSE 02 08S 12E PARK

REMARKS: SEE GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR FURTHER DELINEATION OF THIS RIGHT.

BASIN 43BJ
ABSTRACT OF WATER RIGHT

WATER RIGHT NUMBER 43BJ-W-060062-00

OWNERS: US DEPT OF AGRICULTURE FOREST SERVICE
PO BOX 7669
MISSOULA MT 59807

PRIORITY DATE: APR 11, 1882

FLOW RATE:

VOLUME: 30 GALLONS PER DAY PER ANIMAL UNIT

THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORIC USE OF THE AREA SERVICED BY THIS WATER SOURCE.

SOURCE: MEATRACK CREEK

PURPOSE (USE): STOCK

PERIOD OF USE: JULY 1 TO SEPT 30

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

SWNW 21 06S 11E PARK

DIRECT FROM SRC

PLACE OF USE FOR STOCK

ACRES LOT BLK QTR SEC SEC TWP RGE COUNTY

001

SWNW 21 06S 11E PARK

REMARKS: SEE GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR FURTHER DELINEATION OF THIS RIGHT.

BASIN 43BJ
ABSTRACT OF WATER RIGHT

WATER RIGHT NUMBER 43BJ-W-060063-00

OWNERS: US DEPT OF AGRICULTURE FOREST SERVICE
PO BOX 7669
MISSOULA MT 59807

PRIORITY DATE: APR 11, 1882

FLOW RATE:

VOLUME: 30 GALLONS PER DAY PER ANIMAL UNIT

THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORIC USE OF THE AREA SERVICED BY THIS WATER SOURCE.

SOURCE: FOURMILE CREEK

PURPOSE (USE): STOCK

PERIOD OF USE: JULY 1 TO SEPT 30

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY

NESW 06 06S 12E PARK

DIRECT FROM SRC

PLACE OF USE FOR STOCK-----

ACRES-----LOT BLK QTR SEC SEC TWP RGE COUNTY

001

NESW 06 06S 12E PARK

REMARKS: SEE GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR FURTHER DELINEATION OF THIS RIGHT.

BASIN 43BJ
ABSTRACT OF WATER RIGHT

WATER RIGHT NUMBER 43BJ-W-060097-00

OWNERS: US DEPT OF AGRICULTURE FOREST SERVICE
PO BOX 7669
MISSOULA MT 59807

PRIORITY DATE: MAR 4, 1891

FLOW RATE:

VOLUME: 30 GALLONS PER DAY PER ANIMAL UNIT

THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORIC USE OF THE AREA SERVICED BY THIS WATER SOURCE.

SOURCE: SPRING, TRIBUTARY OF CASTLE CREEK

PURPOSE (USE): STOCK

PERIOD OF USE: JULY 1 TO OCT 31

POINTS OF DIVERSION AND MEANS OF DIVERSION:

LOT BLK QTR SEC SEC TWP RGE COUNTY
SESW 19 02S 14E SWEET GRASS SPRING BOX

PLACE OF USE FOR STOCK-----

-----ACRES-----LOT BLK QTR SEC SEC TWP RGE COUNTY
001 SESW 19 02S 14E SWEET GRASS

REMARKS: SEE GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR FURTHER DELINEATION OF THIS RIGHT.

BASIN 43BJ
ABSTRACT OF WATER RIGHT

WATER RIGHT NUMBER 43BJ-W-060098-00

OWNERS: US DEPT OF AGRICULTURE FOREST SERVICE
PO BOX 7669
MISSOULA MT 59807

PRIORITY DATE: MAR 4, 1891

FLOW RATE:

VOLUME: 30 GALLONS PER DAY PER ANIMAL UNIT

THIS RIGHT INCLUDES THE AMOUNT OF WATER CONSUMPTIVELY USED FOR STOCKWATERING PURPOSES AT THE RATE OF 30 GALLONS PER DAY PER ANIMAL UNIT. ANIMAL UNITS SHALL BE BASED ON REASONABLE CARRYING CAPACITY AND HISTORIC USE OF THE AREA SERVICED BY THIS WATER SOURCE.

SOURCE: SPRING, TRIBUTARY OF CASTLE CREEK

PURPOSE (USE): STOCK

PERIOD OF USE: JULY 1 TO OCT 31

POINTS OF DIVERSION AND MEANS OF DIVERSION:

<u>LOT</u>	<u>BLK</u>	<u>QTR</u>	<u>SEC</u>	<u>SEC</u>	<u>TWP</u>	<u>RGE</u>	<u>COUNTY</u>	
			SWNE	19	02S	14E	SWEET GRASS	SPRING BOX

PLACE OF USE FOR STOCK-----

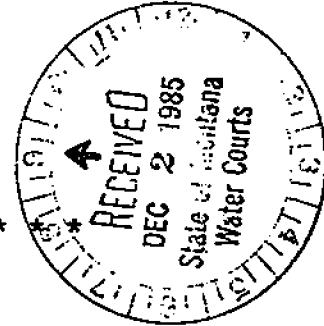
<u>ACRES</u>	<u>LOT</u>	<u>BLK</u>	<u>QTR</u>	<u>SEC</u>	<u>SEC</u>	<u>TWP</u>	<u>RGE</u>	<u>COUNTY</u>
001				SWNE	19	02S	14E	SWEET GRASS

MARKS: SEE GENERAL FINDINGS OF FACT AND CONCLUSIONS OF LAW FOR FURTHER DELINEATION OF THIS RIGHT.

IN THE WATER COURTS OF THE STATE OF MONTANA
YELLOWSTONE DIVISION
BOULDER RIVER BASIN, TRIBUTARY OF YELLOWSTONE RIVER

* * * * *

IN THE MATTER OF THE ADJUDICATION)
OF THE EXISTING RIGHTS TO THE USE) WATER RIGHT CLAIM
OF ALL THE WATER, BOTH SURFACE AND) NO. 43BJ-W-060061
UNDERGROUND, WITHIN THE BOULDER)
RIVER BASIN, TRIBUTARY OF YELLOWSTONE)
RIVER, DRAINAGE AREA, INCLUDING ALL)
TRIBUTARIES OF THE BOULDER RIVER,)
TRIBUTARY OF YELLOWSTONE RIVER, IN)
SWEET GRASS AND PARK COUNTIES,)
MONTANA)



* * * * *

WITHDRAWAL OF OBJECTION

The Montana Department of Natural Resources and Conservation (DNRC), by and through the undersigned attorney, withdraw the Notice of Objection to the above-captioned water right claim(s) as it is no longer necessary to have a Hearing on the above-captioned matter before the Water Courts.

DATED this 26th day of Nov, 1985.

By Constance J. West
Department of Natural Resources
and Conservation
32 South Ewing
Helena, Montana 59620

CERTIFICATE OF SERVICE

I, the undersigned attorney for the Department of Natural Resources and Conservation, hereby certify that on the 26th day of Nov, 1985, a true and accurate copy of the WITHDRAWAL OF OBJECTION was duly served upon all parties or counsel of record, by depositing the same, postage prepaid, in the United States Mail.

US Dept. of Agriculture Forest Service
P.O. Box 7669
Missoula, MT 590807

Candace J. West

Department of Natural Resources
and Conservation
32 South Ewing
Helena, Montana 59620

IN THE WATER COURTS OF THE STATE OF MONTANA
YELLOWSTONE DIVISION
BOULDER RIVER BASIN, TRIBUTARY OF YELLOWSTONE RIVER

* * * * *

IN THE MATTER OF THE ADJUDICATION OF)
THE EXISTING RIGHTS TO THE USE OF ALL THE) STIPULATION
WATER, BOTH SURFACE AND UNDERGROUND,)
WITHIN THE BOULDER RIVER BASIN, TRIBUTARY) WATER RIGHT CLAIM
OF YELLOWSTONE RIVER, DRAINAGE AREA,) NO. 43BJ-W-060061
INCLUDING ALL TRIBUTARIES OF THE BOULDER)
RIVER, TRIBUTARY OF YELLOWSTONE RIVER,)
IN SWEET GRASS AND PARK COUNTIES, MONTANA)

* * * * *

COMES NOW the Department of Natural Resources and Conservation (DNRC), by and through one of its attorneys, and U.S. Dept. of Agriculture, Forest Service, to stipulate as follows in regard to Water Right Claim No. 43BJ-W-060061:

1) That the Temporary Preliminary Decree for the Boulder River Basin should be changed at page 376 to read as follows:

SOURCE: Boulder River, East Fork

2) That upon the signing of this stipulation by both parties, the DNRC will file a "Withdrawal of Objection" with the Montana Water Courts, thereby concluding this litigation.

DATED this 26th day of Nov, 1985.

By Candace F. West
Candace F. West
Legal Counsel
Department of Natural Resources
and Conservation
32 South Ewing
Helena, Montana 59620

By Kenneth P. Pitt
U.S. Dept. of Agriculture,
Forest Service or
Legal Representative

KENNETH P. PITT
Special Assistant United States Attorney
District of Montana
P.O. Box 7669
Missoula, MT 59807

(406) 329-3066

General Information About Big Horn County

Early History

The first record of white entry into what is now known as Big Horn County was made in 1743 when Chevalier de la Verendrye, seeking a route to the Pacific, passed through this section of then Indian territory. The next white men to enter this territory came in 1804 in search of furs and gold. Except for these early venturesome visitors, the area was seen by very few white men until the opening of the Bozeman Trail in 1864, which was a short cut for miners and settlers on their way west between the North Platte River and Three Forks on the Missouri River. The Bozeman Trail crossed the Big Horn River at Fort C. F. Smith, which was located near the mouth of the Big Horn Canyon. From this point the trail went on through Indian territory to the Yellowstone River.

The Siouxs, Crows and Shoshones were resentful of the ever-lengthening white-topped wagon trains rolling west, and bitter about the killing and scattering of the buffalo herds. A peace treaty was signed in 1851 on Horse Creek, but the history of the West was destined to be written in blood. The Siouxs were content with occasional isolated forays until 1863, when they went with demoniac fury back on the war path. This continued until the Government, forced to call a halt to the whole business, drew up the Fort Laramie treaty of 1868, relinquishing all claims to the lands east of the Big Horns and north of the North Platte. The Siouxs soon moved north and the stage was set for the crushing climax. The fight between the Sioux tribes and Custer's troops on June 25 and 26, 1876, was the climax of a series of battles fought earlier that year. The expedition under Generals Terry, Crook and Gibbon, to force the Siouxs back on the reservation, moved in on the Indians from three directions. The Siouxs, joined by the Northern Cheyennes, resented this. General Terry's campaign was spearheaded by Custer as head of the Seventh Cavalry. On June 27, his frightful fate was discovered. This was the end of the Sioux Indian warfare. The Government then took effective action against the Indians and Fort Custer was established at the junction of the Big Horn and Little Horn Rivers in 1877.

Treaty with the Crows, 1868

Articles of a treaty made and concluded at Fort Laramie, Dakota Territory, on the seventh day of May, in the year of our Lord one thousand eight hundred and sixty-eight, by and between the undersigned commissioners on the part of the United States, and the undersigned chiefs and head-men of and representing the Crow Indians, they being duly authorized to act in the premises.

Article 1. From this day forward peace between the parties to this treaty shall forever continue. The Government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace, and they hereby pledge their honor to maintain it. If bad men among the whites or among other people, subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded to the Commissioner of Indian Affairs at Washington City, proceed at once to cause the offender to be arrested and pun-

ished according to the laws of the United States, and also reimburse the injured person for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of anyone, white, black, or Indian, subject to the authority of the United States and at peace therewith, the Indians herein named solemnly agree that they will, on proof made to their agent and notice by him, deliver up the wrong-doer to the United States, to be tried and punished according to its laws; and in case they refuse willfully so to do the person injured shall be reimbursed for his loss from the annuities or other moneys due or to become due to them under this or other treaties made with the United States. And the President, on advising with the Commissioner of Indian Affairs, shall prescribe such rules and regulations for ascertaining damages under the provisions of this article as in his judgment may be proper. But no such damages shall be adjusted and paid until thoroughly examined and passed upon by the Commissioner of Indian Affairs, and no one sustaining loss while violating, or because of his violating, the provisions of this treaty or the laws of the United States shall be reimbursed therefore.

Article 2. The United States agrees that the following district of county, to-wit: commencing where the 107th degree of longitude west of Greenwich crosses the south boundary of Montana Territory; thence north along the said 107th meridian to the mid-channel of the Yellowstone River; thence up said mid-channel of the Yellowstone to the point where it crosses the said southern boundary of Montana, being the 45th degree of north latitude; and thence east along said parallel of latitude to the place of beginning, shall be, and the same is, set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from time to time they may be willing, with the consent of the United States, to admit amongst them; and the United States now solemnly agrees that no persons, except those herein designated and authorized so to do, and except such officers, agents, and employees of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article for the use of said Indians, and henceforth they will, and do hereby, relinquish all title, claims, or rights in and to any portion of the territory of the United States, except such as is embraced within the limits aforesaid.

Article 3. The United States agrees, at its own proper expense, to construct on the south side of the Yellowstone, near Otter Creek, a warehouse or store-room for the use of the agent in storing goods belonging to the Indians, to cost not exceeding twenty-five hundred dollars; an agency-building for the residence of the agent, to cost not exceeding three thousand dollars; a residence for the physician, to cost not more than three thousand dollars; and five other buildings, for a carpenter, farmer, blacksmith, miller, and engineer, each to cost not exceeding two thousand dollars; also a school-house or mission building, so soon as a sufficient number of children can be induced by the agent to attend school, which shall not cost exceeding twenty-five hundred dollars.

The United States agrees further to cause to be erected on said reservation, near the other buildings herein authorized, a good steam circular sawmill, with a grist-mill and shingle machine attached, the same to cost not exceeding eight thousand dollars.

Article 4. The Indians herein named agree, when the agency-house and other buildings shall be constructed on the reservation named, they will make said reservation their permanent home, and they will make no permanent settlement elsewhere, but they shall have the right to hunt on the unoccupied lands of the United States so long as game may be found thereon, and as long as peace subsists among the whites and Indians on the borders of the hunting districts.

Article 5. The United States agrees that the agent for said Indians shall in the future make his home at the agency-building; that he shall reside among them, and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint, by and against the Indians, as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision shall be binding on the parties to this treaty.

Article 6. If any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract, when so selected, certified, and recorded in the "land book," as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it.

Any person over eighteen years of age, not being the head of a family, may in like manner select and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above directed.

For each tract of land so selected a certificate, containing a description thereof and the name of the person selecting it, with a certificate endorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent, after the same shall have been recorded by him in a book to be kept in his office, subject to inspection, which said book shall be known as the "Crow land book."

The President may at any time order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of settlers in their improvements, and may fix the character of the title held by each. The United States may pass such laws on the subject of alienation and descent of property as between Indians, and on all subjects connected with the government of the Indians on said reservations and the internal police thereof, as may be thought proper.

Article 7. In order to insure the civilization of the tribe entering into this treaty, the necessity of education is admitted, especially by such of them as are, or may be, settled on said agricultural reservation; and they therefore pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children, between said ages, who can

be induced or compelled to attend school, a house shall be provided, and a teacher, competent to teach the elementary branches of an English education, shall be furnished, who will reside among said Indians, and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for twenty years.

Article 8. When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seed and agricultural implements for the first year in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seed and implements as aforesaid in value twenty-five dollars per annum.

And it is further stipulated that such persons as commence farming shall receive instructions from the farmer herein provided for, and whenever more than one hundred persons shall enter upon the cultivation of the soil, a second blacksmith shall be provided with such iron, steel, and other material as may be required.

Article 9. In lieu of all sums of money or other annuities provided to be paid to the Indians herein named, under any and all treaties heretofore made with them, the United States agrees to deliver at the agency house, on the reservation herein provided for, on the first day of September of each year for thirty years, the following articles, to-wit:

For each male person, over fourteen years of age, a suit of good substantial woolen clothing, consisting of coat, hat, pantaloons, flannel shirt, and a pair of woolen socks.

For each female, over twelve years of age, a flannel skirt, or the goods necessary to make it, a pair of woolen hose, twelve yards of calico, and twelve yards of cotton domestics.

For the boys and girls under the ages named, such flannel and cotton goods as may be needed to make a suit as aforesaid, together with a pair of woolen hose for each.

And in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent, each year, to forward to him a full and exact census of the Indians, on which the estimate from year to year can be based.

And, in addition to the clothing herein named, the sum of ten dollars shall be annually appropriated for each Indian roaming, and twenty dollars for each Indian engaged in agriculture, for a period of ten years, to be used by the Secretary of the Interior in the purchase of such articles as, from time to time, the condition and necessities of the Indians may indicate to be proper. And if, at any time within the ten years, it shall appear that the amount of money needed for clothing under this article, can be appropriated to better uses for the tribe herein named, Congress may, by law, change the appropriation to other purposes; but in no event shall the amount of this appropriation be withdrawn or discontinued for the period named. And the President shall annually detail an officer of the Army to be present and attest the delivery of all the goods herein named to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery; and it is expressly stipulated that each Indian over the age of four years, who shall have removed to and settled permanently upon said reservation, and complied with the stipulations of this treaty shall be entitled to receive from the United States, for the period of four years after he shall have settled upon said reservation, one pound of meat and one pound of flour per day, provided

the Indians cannot furnish their own subsistence at an earlier date. And it is further stipulated that the United States will furnish and deliver to each lodge of Indians, or family of persons legally incorporated with them, who shall remove to the reservation herein described, and commence farming, one good American cow and one good well-broken pair of American oxen, within sixty days after such lodge or family shall have so settled upon said reservation.

Article 10. The United States hereby agrees to furnish annually to the Indians the physician, teachers, carpenter, miller, engineer, farmer, and blacksmiths as herein contemplated, and that such appropriations shall be made from time to time, on the estimates of the Secretary of the Interior as will be sufficient to employ such persons.

Article 11. No treaty for the cession of any portion of the reservation herein described, which may be held in common, shall be of any force or validity as against the said Indians unless executed and signed by, at least a majority of all the adult male Indians occupying or interested in the same, and no cession by the tribe shall be understood or construed in such a manner as to deprive, without his consent, any individual member of the tribe of his right to any tract of land selected by him as provided in Article 6 of this treaty.

Article 12. It is agreed that the sum of five hundred dollars annually, for three years from the date when they commence to cultivate a farm, shall be expended in presents to the ten persons of said tribe, who, in the judgment of the agent, may grow the most valuable crops for the respective year.

Signed by: W. T. Sherman, Lieutenant-General
Wm. S. Harney, Brevet Major-General and Peace Commissioner
Alfred H. Terry, Brevet Major-General
C. C. Augur, Brevet Major-General
John B. Sanborn
S. F. Tappan
Ashton S. H. White, Secretary

Che-ra-pee-ish-ka-te, Pretty Bull
Chat-sta-he, Wolf Bow
Ah-be-che-se, Mountain Tail
Kam-ne-but-sa, Black Foot
De-sal-ze-cho-se, White Horse
Chin-ka-she-arache, Poor Elk
E-sa-woor, Shot in the Jaw
E-sha-chose, White Forehead
..... Rooka, Pounded Meat
De-ma-ke-up-se, Bird in the Neck
Me-na-che, The Swan

Attest:
George B. Willis,
Phonographer
John D. Howland
Alex Gardner
David Knox
Chas. Freeman
Jas. C. O'Connor

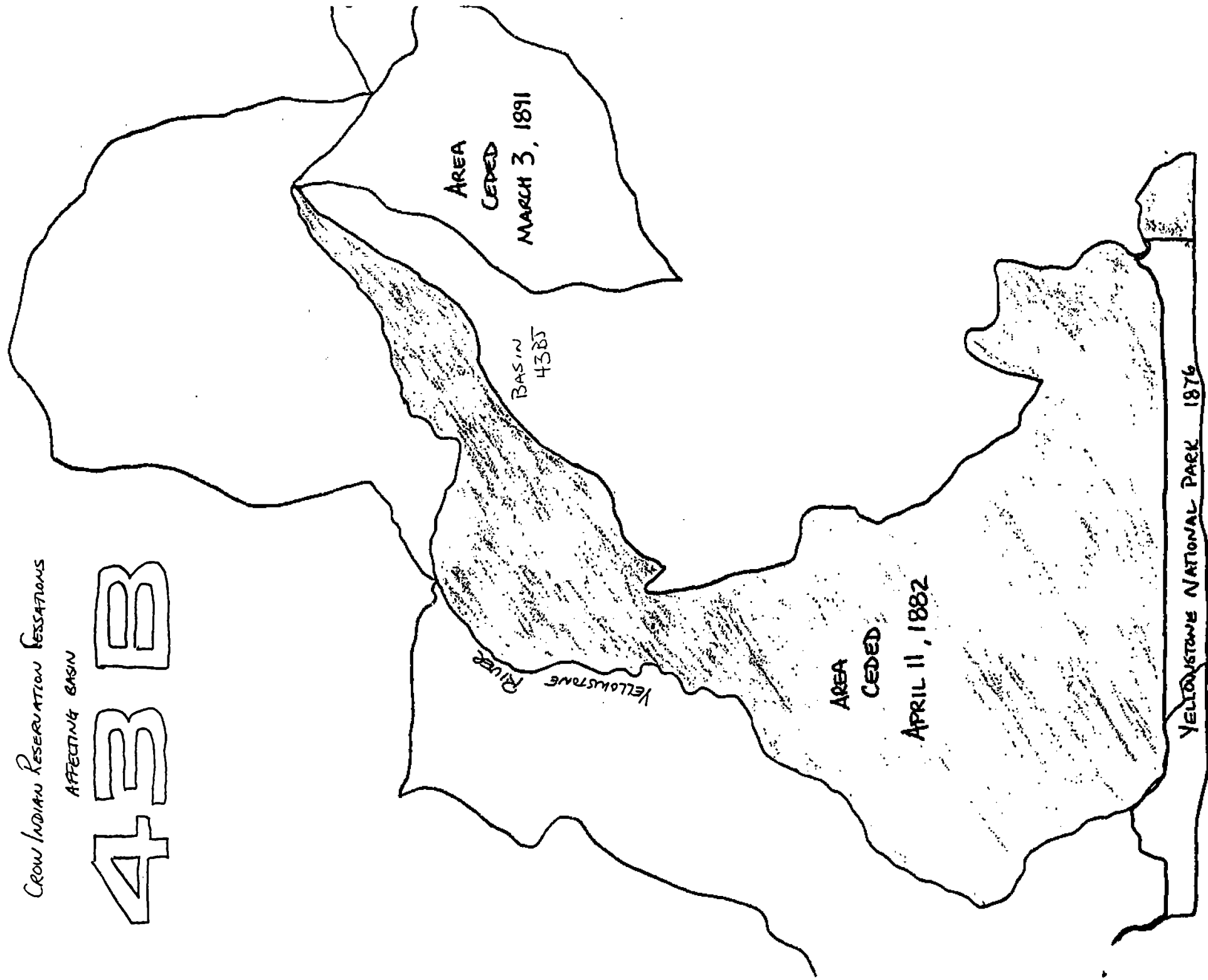
Early Agriculture

From 1880-1890, soon after the danger of Indian raids had passed, came the first permanent white settlers who were cattlemen. They established ranch headquarters adjacent to the Wolf and Big Horn Mountains. These early ranches were operated by companies with herds including as many as 30,000 head. In 1901 sheep raising had its beginning when large

Crow Indian Reservation Reservations

AFFECTING BASIN

43B



The title to be acquired by the Indians shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or his heirs, or by the judgment, order, or decree of any court, or subject to taxation of any character, but shall be and remain inalienable, and not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction, which shall be incorporated in the patents.

Second. That in consideration of the cession of territory to be made by the said Crow tribe, the United States, in addition to the annuities and sums for provisions and clothing stipulated and provided for in existing treaties and laws, agrees to appropriate annually for twenty-five years, the sum of thirty thousand dollars, to be expended under the direction of the President for the benefit of the said Indians, in assisting them to erect houses, to procure seeds, farming implements, stock, or in cash, as the President may direct.

Third. That if at any time hereafter the Crow Indians shall consent to permit cattle to be driven across their reservation or grazed on the same, the Secretary of the Interior shall fix the amount to be paid by parties desiring to so drive or graze cattle; all moneys arising from this source to be paid to the Indians under such rules and regulations as the Secretary of the Interior may prescribe.

Fourth. All the existing provisions of the treaty of May seventh, 1868, shall continue in force.

Done at Washington, this fourteenth day of May, anno Domini, eighteen hundred and eighty.

Plenty Coos, his x mark.
Old Crow, his x mark
Two Belly, his x mark
Long Elk, his x mark
Pretty Eagle, his x mark
Medicine Crow, his x mark.

Witnesses:

A. M. Qivly, Interpreter.
E. J. Brooks
J. F. Stoek
A. R. Keller, United States Indian Agent.

NOTE.—This agreement was not ratified, but substituted by that of June 12, 1880, which was ratified April 11, 1882 (22 Stat., 42.)

(22 Stat., 42.)
AGREEMENT WITH THE CROWS - 1881

"We, the undersigned individual Indians and heads of families of the Crow tribe of Indians now residing upon the Crow Reservation in the Territory of Montana, do, this twelfth day of June, anno Domini eighteen hundred and eighty, hereby agree to dispose of and sell to the Government of the United States, for certain considerations to be hereinafter mentioned, all that part of the present Crow Reservation in the Territory of Montana described as follows, to wit: Beginning in the mid-channel of the Yellowstone River at a point opposite the mouth of Boulder Creek; thence up the mid-channel of said river to the point where it crosses the southern boundary of Montana Territory, being the forty-fifth degree of north latitude; thence east along said parallel of latitude to a point where said parallel crosses Clarke's Fork; thence north to a point six miles south of the first standard parallel, being on the township-line between townships six and seven south; thence west on said township-line to the one hundred and tenth meridian of longitude; thence north along said meridian to a point either west or east of the source of the eastern branch of Boulder Creek; thence down said eastern branch to Boulder Creek; thence down Boulder Creek to the place of beginning; for the following considerations:

"First. That the Government of the United States cause the agricultural lands remaining in our reservation to be properly surveyed and divided among us in severalty, in the proportions hereinafter mentioned, and to issue patents to us respectively therefor, so soon as the necessary laws are passed by Congress. Allotments in severalty of said surveyed lands shall be made as follows:

"To each head of a family not more than one quarter-section, with an additional quantity of grazing land not exceeding one quarter-section.

"To each single person over eighteen years of age not more than one-eighth of a section, with an additional quantity of grazing land not exceeding one-eighth of a section.

"To each orphan child under eighteen years of age not more than one-eighth of a section, with an additional quantity of grazing land not exceeding one-eighth of a section; and

"To each other person under eighteen years, or who may be born prior to said allotments, one-eighth of a section, with a like quantity of grazing land.

All allotments to be made with the advice of our agent, or such other person as the Secretary of the Interior may designate for that purpose upon our selection, heads of families selecting for their minor children, and the agent making the allotment for each orphan child. The title to be acquired by us, and by all members of the Crow tribe of Indians, shall not be subject to alienation, lease, or incumbrance, either by voluntary conveyance of the grantee or his heirs or by the judgment, order, or decree of any court, nor subject to taxation of any character, but shall be and remain inalienable and, not subject to taxation for the period of twenty-five years, and until such time thereafter as the President may see fit to remove the restriction, which shall be incorporated in each patent.

"Second. That in consideration of the session of territory to be made by us as individual Indians and heads of families of the Crow tribe to the Government of the United States, said Government of the United States, in addition to the annuities and sums for provisions and clothing stipulated and provided for in existing treaties and laws, hereby agrees to appropriate annually, for twenty-five years, the sum of thirty thousand dollars, to be expended, under the direction of the President, for our benefit, in assisting us to erect houses, to procure seeds, farming implements, and stock, or in cash, as the President may direct.

"Third. That if at any time hereafter we, as a tribe, shall consent to permit cattle to be driven across our reservation or grazed thereon; the Secretary of the Interior shall fix the amount to be paid by parties so desiring to drive or graze cattle; all moneys arising from this source to be paid to us under such rules and regulations as the Secretary of the Interior may prescribe.

"Fourth. That all the existing provisions of May seventh, eighteen hundred and sixty-eight, shall continue in force.

"Done at Crow Agency, Montana Territory, this twelfth day of June, anno Domini eighteen hundred and eighty."

AGREEMENT WITH THE CROWS - 1881

(22 Stat 157)

"Whereas by section one of an act of Congress approved July second, eighteen hundred and sixty-four, entitled 'An act granting lands to aid in the construction of a railroad and telegraph line from Lake Superior to Puget Sound, on the Pacific coast, by the northern route, (thirteenth Statutes at Large, page three hundred and sixty-five), the Northern Pacific Railroad Company was authorized and empowered to lay out, locate, construct, furnish, maintain, and enjoy a continuous railroad and telegraph line, with the appurtenances, namely: Beginning at a point on Lake Superior in the State of Minnesota or Wisconsin, thence westerly by the most eligible railroad route, as shall be determined by said company, within the territory of the United States, on a line north of the forty-fifth degree of latitude, to some point on Puget Sound; and

"Whereas by section two of said act Congress granted to said company the right of way for the construction of said railroad and telegraph line to the extent of two hundred feet in width on each side of said railroad where it may pass through the public domain, including all necessary ground for station-buildings, workshops, depots, machine-shops, switches, side-tracks, turn-tables, and water-stations; and

"Whereas by said section two Congress provided that the United States should extinguish as rapidly as may be consistent with public policy and the welfare of the Indians the Indian titles to all lands falling under the operation of this act and acquired in the donation to the road named in the act; and

"Whereas by treaty between the United States and the Crow Indians concluded at Fort Laramie, May seventh, eighteen hundred and sixty-eight, and duly ratified and proclaimed (fifteenth Statutes at Large, page six hundred and forty-nine), a district of country in the Territory of Montana was set apart as a reservation for the absolute and undisturbed use and occupation of said Indians; and

"Whereas there is no provision or stipulation in said treaty authorizing said company or recognizing its right to construct its road through said reservation; and

"Whereas the said company did, on the twenty-fifth day of June, eighteen hundred and eighty-one, file in the Department of the Interior a map showing the definite location of its line of railroad from the one hundred and seventh degree of longitude west from Greenwich westwardly through said reservation and adjacent territory to the western boundary of the said reserve, as provided by said act of eighteen hundred and sixty-four, the company having first obtained the permission of the Secretary of the Interior to survey its line in said reservation; and

"Whereas the said company desires to construct its line of railroad upon such designated route, and claims the right by virtue of said act so to do:

"Now, therefore, in order to fulfill the obligations of the Government in the premises, this agreement, made this twenty-second day of August anno Domini eighteen hundred and eighty-one, between the Crow tribe of Indians resident on the Crow Reservation, in the Territory of Montana, represented by their chiefs, headmen, and heads of a majority of families, and being a majority of all the adult male Indians occupying or interested in the lands hereinafter described, the said Indians acting under the supervision and with the approval of the Secretary of the Interior of the United States, of the one part, and the United States of America, represented by Llewellyn A. Lucas, William H. Walker, and Charles A. Maxwell, special agents duly appointed in this behalf by the Secretary of the Interior, of the other part, witnesseth. That for the consideration hereinafter mentioned the Crow tribe of Indians do hereby surrender and relinquish to the United States all their right, title and interest in and to all that part of the Crow Reservation situate in the Territory of Montana and described as follows, namely:

"A strip of land not exceeding four hundred feet in width, that is to say, two hundred feet on each side of the line laid down on the map of definite location hereinbefore mentioned, wherever said line runs through said reservation between the one hundred and seventh degree of longitude west of Greenwich on the east and the mid-channel of the Big Boulder River on the west, containing five thousand three hundred and eighty-four acres, more or less. An official copy of said map of definite location was, on this twenty-second day of August, anno Domini eighteen hundred and eighty-one, produced before said special agents and the Indians in council, was fully explained to said Indians, and is herunto attached, marked A, and made a part of this agreement. Also the several parcels of land situate along and adjoining the said strip of land hereinbefore mentioned between the one hundred and seventh degree of longitude west of Greenwich on the east and the mid-channel of the Big Boulder River on the west, as defined and described on a map produced before said agents and the Indians in council on the day and date above mentioned, and fully explained to and understood by said Indians; said tracts being designated on the aforesaid map by the

letters A, B, C, D, E, F, G, H, I, J, and K, and containing, respectively the following area, that is to say: Tract A, twenty-six and twenty-three hundredths acres; tract B, twenty-eight and fifty-four hundredths acres; tract C, twenty-six and twenty-three hundredths acres; tract E, twenty-six and twenty-three hundredths acres; tract F, twenty-six and twenty-three hundredths acres; tract G, twenty-six and twenty-three hundredths acres; tract H, twenty-six and twenty-three hundredths acres; tract I, twenty-six and twenty-three hundredths acres; tract J, twenty-eight and thirty-two hundredths acres; tract K, twenty-six and twenty-three hundredths acres, aggregating two hundred and sixty-six acres more or less, said map being herewith attached, marked B, and made a part of this agreement; which last mentioned tracts are intended for the use of the Northern Pacific Railroad Company for station-houses, depots, switches, and so forth. It is further stipulated and agreed that the United States will not permit the said railroad company, its employees or agents, to trespass upon any part of the lands of the Crow Indian Reservation not hereby relinquished, nor permit said company, its employees or agents, to cut any timber, wood, or hay from the lands embraced in the reservation.

"And it is further stipulated and agreed that the Secretary of the Interior, upon such terms as he may see fit to impose; may permit to be constructed, maintained, and used within said Crow Indian Reservation wagon roads not exceeding three in number, in addition to any established wagon roads which may now be in use therein; the said three roads to connect with the line of said railroad at such points as the Secretary of the Interior may designate; all of which wagon roads shall be under the control of the Government of the United States.

"In consideration for the lands hereby relinquished, amounting in the aggregate to five thousand six hundred and fifty acres, more or less, and for the privileges herein granted, the United States stipulates and agrees to pay to the Crow tribe of Indians the sum of twenty-five thousand dollars, to be deposited in the Treasury of the United States to the credit of the said tribe of Indians upon the ratification of this agreement by Congress, and the necessary appropriation made therefor, the sum aforesaid to be expended for the benefit of said Indians in such manner as the Secretary of the Interior may direct; the same to be in addition to any and all moneys to which the said Indians are entitled under the provisions of the treaty of May seventh, eighteen hundred and sixty-eight, hereinbefore mentioned.

"All provisions of existing treaties with the Crow Indians not affected by this agreement are to remain in full force and effect, and this agreement is to be subject to ratification by Congress.

"Executed at Crow Agency, in the Territory of Montana, this twenty-second day of August, anno Domini eighteen hundred and eighty-one, as witness the following signatures.

AGREEMENT WITH THE ARICKAREE, GROS VENTRE AND MANDAN-1886

The following agreement, entered into on behalf of the United States, by John V. Wright, Jared W. Daniels, and Charles F. Larrabee, Commissioners, on December fourteenth, eighteen hundred and eighty-six, with the Indians of the Fort Berthold Agency, North Dakota, and now on file in the Interior Department, signed by said Commissioners on the part of the United States and by Pa-de-a-hish and others on the part of the Gros Ventres; and by Wo-ka-se and others for the Mandans and Kun-nukh-to-wite and others on the part of the Arickarees, and is in the following words, to wit:

It was signed by them; and I further certify that I was personally present when each and every person's name was signed thereto, and witnessed the same and that those whose signatures appear to said contract appended the same thereto understandingly, and where signed by mark or otherwise I attest same.

Given under my hand at the Iowa Village this May twenty-eighth, eight hundred and ninety.

KIRWAN MURRAY.

AGREEMENT WITH THE CROWS -1890

(26500.1042)

We, the undersigned, adult male Indians of the Crow tribe now residing on the Crow Indian Reservation, in the State of Montana, do, this eighth day of December A. D. eighteen hundred and ninety, hereby agree to dispose of and sell to the Government of the United States, for certain considerations hereinafter mentioned, all that portion of the Crow Indian Reservation, in the State of Montana, lying west and south of the following lines, to wit:

Beginning in the mid-channel of the Yellowstone River, at a point which is the northwest corner of section Number thirty-six, township Number two north, of range twenty-seven east, of the principal meridian of Montana, thence running in a southwesterly direction, following the top of the natural divide between the waters flowing into the Yellowstone and Clarke's Fork Rivers upon the west and those flowing into Pryor Creek and West Pryor Creek on the east, to the base of West Pryor Mountain. Thence due south and up the north slope of said Pryor Mountain on a true meridian line to a point fifteen miles due north from the established line between Montana and Wyoming; thence in a due easterly course on a parallel of latitude to a point where it intersects the mid-channel of the Big Horn River, thence following up the mid-channel of said river to a point where it crosses the Montana and Wyoming State line.

That in consideration of the cession of territory herein made by us as individual Indians and heads of families of the Crow tribe to the Government of the United States, the said Government of the United States, in addition to the annuities and sums for provisions and clothing stipulated and provided for in existing treaties and laws, hereby agrees to pay the sum of nine hundred and forty-six thousand dollars lawful money of the United States, in the manner hereinafter described:

First, That of the above-named sum there is hereby appropriated and set apart two hundred thousand dollars to be expended under the direction of the Secretary of the Interior in the building of dams, canals, ditches, and laterals for the purposes of irrigation in the valleys of the Big Horn and the Little Big Horn Rivers and on Pryor Creek and such other streams as the Secretary of the Interior may deem proper: *Provided*, That not to exceed fifty thousand dollars shall be expended annually in performing this work: *And provided further*, That the superintendent in charge of said works shall, in the employment of laborers, be required to give preference to such Indians of the Crow tribe as are competent and willing to work at the average wages paid to common laborers for the same kind of work, and the labor so employed shall be paid in cash.

That the sum of seventy-five thousand dollars is hereby appropriated and set apart as an irrigating fund, to be expended under the direction of the Secretary of the Interior for the maintenance and management of the system of irrigation provided for in this agreement.

Third, That the sum of twenty-five thousand dollars, or so much thereof as may be necessary, is hereby appropriated and set apart, to be expended under the direction of the Secretary of the Interior, for the construction of three grist mills, to be located, one on Pryor Creek, one on the Big Horn, and one on the Little Big Horn River at such points as the Indian agent may deem convenient and practicable and at such times as the needs of the Indians may require.

Fourth. That the sum of twenty thousand dollars is hereby appropriated and set apart to be expended in the construction and maintenance of a sub-Indian depot, to be located on Pryor Creek, provided that the Secretary of the Interior shall deem it advisable to establish such depot on the reservation; otherwise the amount herein appropriated shall, at the expiration of two years from the date of this agreement, be placed in the fund provided for by section nine (9) of this agreement.

Fifth. That the sum of five thousand dollars, or so much thereof as may be necessary, is hereby appropriated to be expended under the direction of the Secretary of the Interior in the building of school-houses at such points on the reservation and at such times as the Indian agent may require, and upon the recommendation of the Indian agent.

Sixth. That the sum of ten thousand dollars is hereby appropriated and set aside as a fund to be expended under the direction of the Secretary of the Interior in repairing and improving the houses of the Indians now erected on the reservation, and to make them as far as possible warm and comfortable dwellings.

Seventh. That the sum of three thousand dollars, or so much thereof as may be necessary, is hereby appropriated for the construction and equipment of three blacksmith shops, to be located at such places upon the reservation, and to be built at such times as the Indian agent may recommend, subject to the approval of the Secretary of the Interior.

Eighth. That the sum of five hundred and fifty-two thousand dollars is hereby appropriated and set aside as an annuity fund, to be distributed as follows: Each Indian of the Crow tribe, male and female, shall receive an annual annuity of twelve dollars in cash for the period of twenty years from the date of this agreement. Said annuity to be paid semi-annually in accordance with such rules and regulations as the Secretary of the Interior may prescribe.

Ninth. That the sum of forty-six thousand dollars is hereby appropriated and set aside, to be expended by the Indian agent, under the direction of the Secretary of the Interior, in the purchase of cattle from time to time as may be deemed advisable; the cattle so purchased to form a herd to be held in common by the Crow tribe. All cattle sold from said herd shall be paid for in cash, and the net proceeds of such sale shall constitute a fund to be known as the Crow herd fund. When said fund shall exceed the sum of fifteen thousand dollars, it shall be the duty of the Indian agent, and he is hereby required, to apportion to each Indian entitled to the annual annuity provided for in section eighth the sum of five dollars, to be paid in cash under such rules and regulations as the Secretary of the Interior may prescribe.

Tenth. That when each object for which a specific appropriation has been made in this agreement shall have been fully carried out and completed, then the balance remaining of such appropriation shall constitute a fund to be expended for the benefit of the Crow tribe in such manner as the Secretary of the Interior may determine.

Eleventh. That all lands upon that portion of the reservation to be herein ceded which, prior to the date of this agreement, have been allotted in severalty to Indians of the Crow tribe shall be retained and enjoyed by them: *Provided, however,* That such Indians shall have the right at any time within three years to surrender his or her allotment, and select a new allotment within the retained reservation upon the same terms and conditions as were prescribed in selecting the first allotment.

It is further provided. That every Indian who shall surrender an allotment within the time specified, that has improvements upon it, shall have like improvements made for him upon the new allotment, and for this purpose the sum of five thousand dollars, or so much of it as may be necessary, is hereby appropriated and set apart.

Twelfth. It is further provided, in accordance with provisions of Article VI of the treaty of May seventh, Anno Domini eighteen hundred and sixty-eight, that this cession of lands shall not be construed to deprive without his or her consent, any individual Indian of the Crow tribe of his or her right to any tract of land selected by him or

her in conformity with said treaty, or as provided by the agreement approved by Congress April eleven, Anno Domini eighteen hundred and eighty-two; and it is further provided that in ratifying this agreement the Congress of the United States shall cause all such lands to be surveyed and certificates duly issued for the same to said Indians, as provided in the treaty of May seventh, eighteen hundred and sixty-eight, before said ceded portion of the reservation shall be opened for settlement.

Thirteenth. It is a condition of this agreement that it shall not be binding upon either party until ratified by the Congress of the United States, and when so ratified that said cession of lands so acquired by the United States shall not be opened for settlement until the boundary lines set forth and described in this agreement have been surveyed and definitely marked by suitable permanent monuments, erected every half mile, wherever practicable, along the entire length of said boundary line.

Fourteenth. That the sum of five thousand dollars, or so much thereof as may be necessary, is hereby appropriated and set apart to pay the expenses of twelve Crow chiefs and one interpreter to visit the President of the United States at Washington, to consult with him for the benefit of the Crow tribe, at such time as the President may determine, within one year from the date of this agreement.

Fifteenth. That all existing provisions of the treaty of May seventh Anno Domini eighteen hundred and sixty-eight, and the agreement approved by act of Congress dated April eleventh, eighteen hundred and eighty-two, shall continue in force.

Done at Crow Agency, Montana, this eighth day of December, A. D. eighteen hundred and ninety.

J. CLIFFORD RICHARDSON,
C. M. DOLE,
R. J. FLINT,

Commissioners to the Crow Indians.

Carl Lieder and others, for the said Indians.

AGREEMENT WITH THE CROW INDIANS - 1892

We, the undersigned, adult male Indians of the Crow tribe, now residing on the Crow Indian Reservation in the State of Montana, do, on this 27th day of August, A.D. 1892, hereby consent and agree that the agreement entered into by and between J. Clifford Richardson, C.M. Dole, and R.J. Flint, commissioners on the part of the United States, and said Indians, on the 8th day of December, A.D. 1890, which agreement was ratified and confirmed by the act of Congress approved March 3, 1891, shall be amended and modified as follows:

FIRST

It is hereby stipulated and agreed that the persons named in the accompanying schedule marked "A", hereto attached and made a part of this agreement, include all the members of said tribe who are entitled to the benefits of the eleventh section of said agreement of December 8, 1890, and that each of said persons is entitled to the land therein described as his selection, in full satisfaction of his claim under said section, and

to AQB
in Billings
BLM office.

that the persons named in the accompanying schedule, marked "B", hereto attached and made a part of this agreement, include all the members of said tribe who are entitled to the benefits of the twelfth section of said agreement of December 8, 1890 (and of the proviso of the thirty-fourth section of the act of Congress approved March 3, 1891, extending the privilege of making selections on the ceded lands for a period of sixty days), and that each of said persons therein named is entitled to retain the tract of land heretofore selected by him within the limits of the tract of land therein described as containing his selection of his claim under the said section (or the said proviso); Provided, however, that any of such Indians named as above in said schedules "A" or "B" shall have the right, at any time within three years from the 1st day of July, A.D. 1892, to surrender his or her allotment or selection, or the right to make such allotment or selection, and select a new allotment within the limits of the retained reservation upon the same terms and conditions as were prescribed in selecting the first allotment.

It is further provided, That every Indian who shall surrender an allotment or selection within the time specified, having improvements upon it, shall have like improvements made for him upon the new allotment within said reservation.

SECOND

It is hereby stipulated and agreed that all the lands ceded by said agreement may be opened to settlement upon the approval of this agreement by proclamation of the President: Provided, That all lands within the ceded tract selected or set apart for the use of individual Indians, and described in the aforesaid schedules "A" and "B", shall be exempt from cession and shall remain a part of the Crow Indian Reservation, and shall continue under the exclusive control of the Interior Department until they shall have been surveyed and certificates or patents issued therefor, as provided in the agreement of December 8, 1890, or until relinquished or surrendered by the Indian or Indians claiming the same: Provided further, That such lands shall be described as set forth in said schedules "A" and "B", and shall be exempted from settlement in the proclamation of the President opening the ceded lands, and that where lands so set apart are not described by legal subdivisions then the township or section, or tract of land within whose limits such Indian selections are located, shall not be opened to settlement until the Indian allotments therein contained shall have been surveyed and proper evidence of title issued therefor: Provided, however, That whenever all of the Indians entitled to selections within the limits of a particular township or section or tract of land, described in schedule "B", shall have relinquished the right to take selections therein, as above provided, then that particular township or section or tract of land shall be thrown open to settlement: Provided further, That whenever any of the Indians named in schedule "A" shall have relinquished the allotment therein described as belonging to him, the said allotment so relinquished shall be subject to settlement in the same manner as other lands upon the ceded part not exempted from this cession.

THIRD

It is hereby stipulated and agreed that the sum of \$200,000 may be taken from the funds of \$552,000 set aside as an annuity fund by the eighth section of the agreement of December 8, 1890, and added to the fund

of \$200,000 set apart by the first section of said agreement, to be expended under the direction of the Secretary of the Interior in the building of dams, canals, ditches, and laterals for the purposes of irrigation in the valleys of Big Horn and Little Big Horn Rivers, and on Prior Creek, and such other streams as the Secretary of the Interior may deem proper, and that not exceeding \$100,000 may be expended annually for such purpose: Provided, That in case that less than \$100,000 has been, or may be, expended for such purpose in any one year, the difference may, in the discretion of the Secretary of the Interior, be expended in any year or years thereafter in addition to the said sum of \$100,000: Provided further, That in the construction of such dams, canals, ditches, and laterals, no contract shall be awarded, or employment given, to other than Crow Indians, or whites intermarried with them, except that any Indian employed in such construction may hire white men to work for him if he so desires: Provided, That nothing herein contained shall be construed to prevent the employment of such civil engineers or other skilled employees as may be necessary.

FOURTH

It is hereby stipulated and agreed that the balance of the annuity fund provided for in section 8 of the agreement of December 8, 1890 remaining unexpended at the date of the approval of this agreement shall be placed in the Treasury of the United States to the credit of the Crow Indians, and bear interest at the rate of 5 per cent per annum, which interest together with a sufficient portion of the principal to give each Indian an annual annuity of \$12, shall be paid to said Indians per capita in cash semiannually.

FIFTH

It is hereby stipulated and agreed that all persons of mixed blood named in the said schedules "A" and "B" shall, if they so desire, have the privilege of receiving, instead of the annuities to which they may be entitled as members of the Crow tribe, the cash value thereof directly from the Secretary of the Interior.

SIXTH

It is hereby stipulated and agreed that the Secretary of the Interior may, in his discretion, out of any moneys appropriated or set apart for the purpose of surveying allotments upon the Crow Indian Reservation, or the part thereof ceded by the treaty of December 8, 1890, pay to one Thomas H. Kent, of the State of Montana, the sum of money, not exceeding the sum of \$2,007.20, actually expended by the said Kent in causing to be made the survey known as the Bundock survey, made at the solicitation of the said Kent and others by one Samuel Bundock during the month of January, 1891, within the limits of townships 1 north and 1,2,3,4,5, and 6 south, or ranges 13 to 21 east, inclusive, in the State of Montana, a map or plat of which survey has been filed in the office of the Commissioner of Indian Affairs, and marked as follows: "11622. Indian Office. Inclos. No. 1892."

SEVENTH

It is hereby stipulated and agreed that in consideration of the relinquishment by the following-named Indians of their claim to selections on Stillwater and Fish Tail creeks, each of said Indians shall be paid the sum of \$50 out of the fund provided for in the eleventh section of the agreement of December 8, 1890: The Woman, Bird Comes From Afar, The Sheep's Child, Pretty Woman, Mother's Baby, Black Bull, Falls Towards Her, Strikes Her Painted Face, and Charley Bravo.

EIGHTH

It is hereby stipulated and agreed that the Secretary of the Interior may, in his discretion, furnish to the Crow Indians the necessary wire and staples with which to fence the western boundary line of the Crow Indian Reservation, and deduct the cost of the same from any moneys received by said Indians from grazing leases on said reservation.

NINTH

The existing provisions of all former treaties and agreements, not inconsistent with this agreement are hereby continued in force.

TENTH

This agreement shall take effect upon its approval by the Secretary of the Interior.

AGREEMENT WITH THE PAWNEES - 1892

Articles of agreement made and entered into by and between David H. Jerome, Alfred M. Wilson, and Warren G. Sayre, Commissioners on the part of the United States, and the Pawnee tribe of Indians in the Indian Territory.

ARTICLE I

The Pawnee tribe of Indians, in the Indian Territory, for the considerations hereinafter set forth, hereby cedes, conveys, releases, relinquishes, and surrenders to the United States all its title, claim, and interest of every kind and character, in and to the following-described reservation in the Indian Territory, to-wit:

All of that tract of country between the Cimarron and Arkansas rivers, embraced within the limits of townships twenty-one (21), twenty-two (22), twenty-three (23), and twenty-four (24) north of range four (4) east; townships eighteen (18), nineteen (19), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), and twenty-four (24) north of

TREATY OF FORT LARAMIE WITH SIOUX, ETC., 1851.

(11 500 770)

Articles of a treaty made and concluded at Fort Laramie, in the Indian Territory, between D. D. Mitchell, superintendent of Indian affairs, and Thomas Fitzpatrick, Indian agent, commissioners specially appointed and authorized by the President of the United States, of the first part, and the chiefs, headmen, and braves of the following Indian nations, residing south of the Missouri River, east of the Rocky Mountains, and north of the lines of Texas and New Mexico, viz, the Sioux or Dacotahs, Cheyennes, Arapahoes, Comes, Assinaboines, Gros-Ventre Mandans, and Arrickaras, parties of the second part, on the seventeenth day of September, A. D. one thousand eight hundred and fifty-one.

ARTICLE 1. The aforesaid nations, parties to this treaty, having assembled for the purpose of establishing and confirming peaceful relations amongst themselves, do hereby covenant and agree to abstain in future from all hostilities whatever against each other, to maintain good faith and friendship in all their mutual intercourse, and to make an effective and lasting peace.

ARTICLE 2. The aforesaid nations do hereby recognize the right of the United States Government to establish roads, military and other posts, within their respective territories.

ARTICLE 3. In consideration of the rights and privileges acknowledged in the preceding article, the United States bind themselves to protect the aforesaid Indian nations against the commission of all depredations by the people of the said United States, after the ratification of this treaty.

ARTICLE 4. The aforesaid Indian nations do hereby agree and bind themselves to make restitution or satisfaction for any wrongs committed, after the ratification of this treaty, by any band or individual of their people, on the people of the United States, whilst lawfully residing in or passing through their respective territories.

ARTICLE 5. The aforesaid Indian nations do hereby recognize and acknowledge the following tracts of country, included within the metes and boundaries hereinafter designated, as their respective territories, viz:

The territory of the Sioux or Dacotah Nation, commencing the mouth of the White Earth River, on the Missouri River; thence in a southwesterly direction to the forks of the Platte River; thence up the north fork of the Platte River to a point known as the Red Butte, or where the road leaves the river; thence along the range of mountains known as the Black Hills, to the head-waters of Heart River; thence down Heart River to its mouth; and thence down the Missouri River to the place of beginning.

The territory of the Gros Ventre, Mandans, and Arrickaras Nations, commencing at the mouth of Heart River; thence up the Missouri River to the mouth of the Yellowstone River; thence up the Yellowstone River to the mouth of Powder River in a southeasterly direction, to the head-waters of the Little Missouri River; thence along the Black Hills to the head of Heart River, and thence down Heart River to the place of beginning.

The territory of the Assinaboin Nation, commencing at the mouth of Yellowstone River; thence up the Missouri River to the mouth of the Muscle-shell River; thence from the mouth of the Muscle-shell River in a southeasterly direction until it strikes the head-waters of Big Dry Creek; thence down that creek to where it empties into the Yellowstone River, nearly opposite the mouth of Powder River, and thence down the Yellowstone River to the place of beginning.

The territory of the Blackfoot Nation, commencing at the mouth of Muscle-shell River; thence up the Missouri River to its source; thence along the main range of the Rocky Mountains, in a southerly direction, to the head-waters of the northern source of the Yellowstone River; thence down the Yellowstone River to the mouth of Twenty-five Yard Creek; thence across to the head-waters of the Muscle-shell River, and thence down the Muscle-shell River to the place of beginning.

The territory of the Crow Nation, commencing at the mouth of Powder River on the Yellowstone; thence up Powder River to its source; thence along the main range of the Black Hills and Wind River Mountains to the head-waters of the Yellowstone River; thence down the Yellowstone River to the mouth of Twenty five Yard Creek; thence to the head waters of the Muscle-shell River; thence down the Muscle-shell River to its mouth; thence to the head-waters of Big Dry Creek, and thence to its mouth.

The territory of the Cheyennes and Arapahoos, commencing at the Red Butte, or the place where the road leaves the north fork of the Platte River; thence up the north fork of the Platte River to its source; thence along the main range of the Rocky Mountains to the head-waters of the Arkansas River; thence down the Arkansas River to the crossing of the Santa F^e road; thence in a northwesterly direction to the forks of the Platte River, and thence up the Platte River to the place of beginning.

It is, however, understood that, in making this recognition and acknowledgement, the aforesaid Indian nations do not hereby abandon or prejudice any rights or claims they may have to other lands; and further, that they do not surrender the privilege of hunting, fishing, or passing over any of the tracts of country heretofore described.

ARTICLE 6. The parties to the second part of this treaty having selected principals or head-chiefs for their respective nations, through whom all national business will hereafter be conducted, do hereby bind themselves to sustain said chiefs and their successors during good behavior.

ARTICLE 7. In consideration of the treaty stipulations, and for the damages which have or may occur by reason thereof to the Indian nations, parties hereto, and for their maintenance and the improvement of their moral and social customs, the United States bind themselves to deliver to the said Indian nations the sum of fifty thousand dollars per annum for the term of ten years, with the right to continue the same at the discretion of the President of the United States for a period not exceeding five years thereafter, in provisions, merchandise, domestic animals, and agricultural implements, in such proportions as may be deemed best adapted to their condition by the President of the United States, to be distributed in proportion to the population of the aforesaid Indian nations.

ARTICLE 8. It is understood and agreed that should any of the Indian nations, parties to this treaty, violate any of the provisions thereof, the United States may withhold the whole or a portion of the annuities mentioned in the preceding article from the nation so offending, until, in the opinion of the President of the United States, proper satisfaction shall have been made.

In testimony whereof the said D. D. Mitchell and Thomas Fitzpatrick commissioners as aforesaid, and the chiefs, headmen, and braves, parties hereto, have set their hands and affixed their marks, on the day and at the place first above written.

D. D. Mitchell
Thomas Fitzpatrick
Commissioners.

Siox:

Mah-toe-wha-yu-whey, his x mark.
Mah-kah-toe-zah-zu, his x mark.
Keh-ron-kah-nan-gu, his x mark.
Nah-ka-pah-gi-gi, his x mark.
Mah-toe-sah-bi-de's, his x mark.
Meh-wia-tah-ni-haus-kah, his x mark.

Cheyennes:

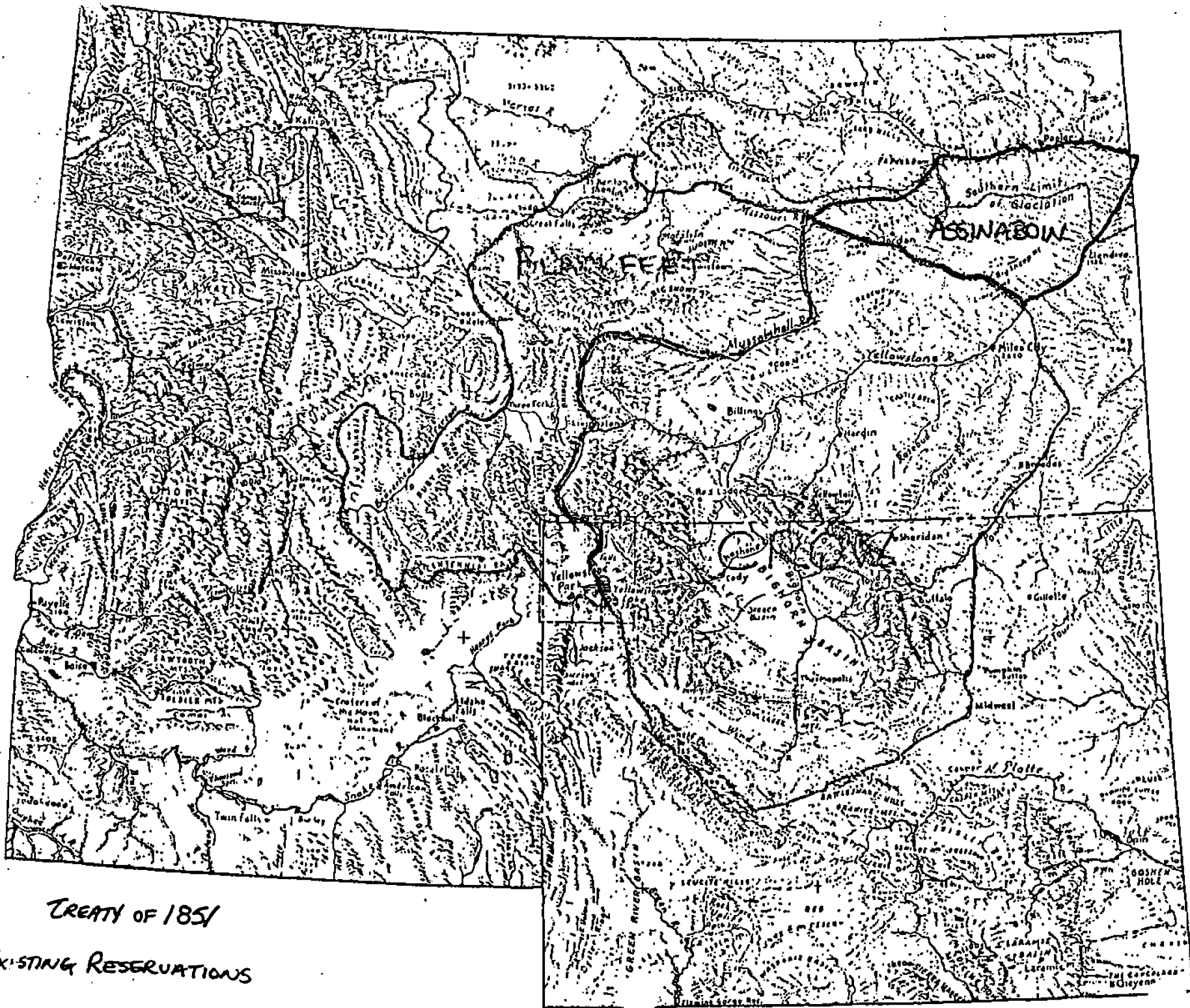
Wah-ha-us-satta, his x mark.
Vost-ti-toe-veyz, his x mark.
Nahk-ko-me-ien, his x mark.
K-h-kah-y-wh-um-est, his x mark.

Arapahoos:

Be-sah-te-n-qui-sah, his x mark.
Noh-ni-bah-sch-it, his x mark.
Beh-kah-jay-beth-sah-es, his x mark.

Crows:

Ar-ra-tu-ri-sush, his x mark.
Osh-chepit-sch-eh-eh, his x mark.
Assinaboines:
Mah-toe-wit-ko, his x mark.
Toc-tah-eh-nan, his x mark.
Mandans and Gros Ventres:
Nack-pit-shi-toe-pish, his x mark.
Shech-nant-ho, his x mark.
Arikareos:
Koun-hei-ti-shan, his x mark.
Bi-atch-tah-wetch, his x mark.



TREATY OF 1851

EXISTING RESERVATIONS