

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

A letter from the Secretary of the Interior submitting an agreement entered into between the Indians of the Pyramid Lake Reservation and the Commission appointed under the provisions of the act of March 3, 1891.

JANUARY 11, 1892.—Committed to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives:

I transmit herewith, for the consideration of Congress, a communication of the 4th instant, from the Secretary of the Interior, submitting the agreement entered into between the Indians of the Pyramid Lake Reservation and the Commission appointed under the provisions of the Indian appropriation act of March 3, 1891, for the cession and relinquishment of the southern portion of their reservation, in the State of Nevada.

BENJ. HARRISON.

EXECUTIVE MANSION, *January 11, 1892.*

DEPARTMENT OF THE INTERIOR,
Washington, January 4, 1892.

The PRESIDENT: I have the honor to submit herewith articles of agreement made and entered into by and between the Commission appointed under and in pursuance of a clause contained in the Indian appropriation act of March 3, 1891, authorizing the Secretary of the Interior to negotiate with any Indians for the surrender of portions of their respective reservations, and the Indians of the Pyramid Lake Reservation for the cession and relinquishment of the southern portion of their reservation, in Nevada, and the report of the Commission accompanying the agreement.

I submit also a draft of a bill to ratify said agreement, together with the report of the Commissioner of Indian Affairs upon the subject, and copy of a communication from the honorable Assistant Attorney-General for this Department, to whom the papers were referred.

The honorable Assistant Attorney-General expresses the opinion, in which I concur, that the Indians removing to the ceded lands should be paid for the improvements they may abandon, and such provision is

made by section 3 of the bill submitted. He has also provided in section 4 for the disposition of the ceded lands.

Though the act authorizing these negotiations does not require the approval of the agreement submitted by the Executive, it is deemed proper to have it presented to Congress by the President and with his approval, and I therefore have the honor respectfully to recommend that this matter be transmitted to Congress for its early and favorable consideration.

I have the honor to be,

Very respectfully, your obedient servant,

JOHN W. NOBLE,
Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 5, 1891.

SIR: I have the honor to invite your attention to my report of April 15, 1891, recommending that a commission of three persons be appointed by you, under authority of a clause of the Indian appropriation act of March 3, 1891 (26 Stats., 1009), to "enter into negotiations with the Indians of the Pyramid Lake Reservation for the cession and relinquishment of the southern portion of their reservation, such cession and relinquishment not to extend farther north than the north line of township 22 north, or the extension of the same;" to your letter of July 3, 1891, advising this office that Messrs. Asa French, of Boston, Mass.; Jay G. Slonecker, of Topeka, Kans., and Norton P. Chipman, of Red Bluff, Cal., had been appointed a Commission for the purpose of conducting the negotiations recommended; and to my report of July 27, 1891, transmitting for your consideration and approval a draft of instructions to guide the Commission in its work.

Subsequently to the correspondence above referred to, the personnel of the Commission was changed by the resignation of the gentlemen named, and the appointment of Messrs. Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, who met at Wadsworth, Nev., on September 12, 1891, and entered upon the discharge of their duties.

In the instructions prepared by this office for the guidance of the Commission, and which were submitted for your approval July 27, 1891, and approved by you August 26 following, a very full history of the successive steps taken by the Government with respect to the establishment of the Pyramid Lake Reservation, as shown by the records of this office, was given; the object of the negotiations—to secure the cession, relinquishment, and quitclaim to the United States of all the right, title, interest, and claim that the Indians of the said reservation have or ever had to such part of the southern portion of their reserve as they might wish to dispose of, for a consideration to be agreed upon between them and the Indians—were distinctly outlined, and the rights of the Central Pacific Railroad in the lands of said reservation clearly set forth.

Respecting any locations by the Indians of the reservation upon that portion thereof which they might decide to dispose of, and upon lots in the town of Wadsworth, the Commission was instructed as follows, viz:

If it is ascertained that any Indian of that reservation had, at the date of the execution of the proposed agreement, settled upon and made valuable improvements upon any of the lands ceded to the United States, outside of the corporate limits of the town of Wadsworth, as the same may be hereafter organized under existing town-

site laws, there should be incorporated into the agreement a provision to the effect that he or she shall be entitled, upon application at the local land office for the district in which the lands are located, to have the same allotted to him or her, or to his or her children, in quantity as provided in the act of February 28, 1891 (26 Stats., 794), and upon the terms and conditions as therein set forth.

In case any Indian shall have located at the date of the execution of the proposed agreement upon any lot, block, or parcel of land which may be embraced within the town of Wadsworth, the agreement should also contain a clause providing expressly that the town-site laws contained in sections 2387, 2388, and 2389, United States Revised Statutes, shall be applicable thereto, with the provision, however, that the rights of the Indians, according to their respective interests in the town of Wadsworth, or in any other town-site within said territory that may be entered under the provisions of said sections, shall be respected, as beneficiaries created by the issuance of a patent for the town-site, and that the deed shall be issued to the United States in trust by the corporate authorities of the town of Wadsworth, or the judge of the county court for the county in which said town is situated, as provided in said section 2387, for the lots, blocks, or parcels of land respectively claimed and occupied by the Indians at the date of making the proposed agreement, which deed shall be of legal effect and declare that the United States does and will hold the land therein described for the period of twenty-five years, in trust for the sole use and benefit of the Indian so occupying the lands described, or, in case of his decease, of his heirs according to the laws of the State or Territory where such land is located, and that at the expiration of the said period the United States will convey the same by patent to said Indian or his heirs as aforesaid, in fee discharged of said trust, and free from all charge or incumbrance whatsoever; that the President of the United States may in any case, in his discretion, extend the period; and that if any conveyance shall be made for the lands so set apart and deeded, or any contract made touching the same before the expiration of the time above mentioned, such conveyance or contract shall be absolutely null and void.

* * * * *

In case any Indian has settled upon and improved lands embraced within such portion of their reservation as may be ceded and does not desire to remain thereon, the value of his improvements thereon should be appraised and specifically reported, and there should be inserted in the agreement a clause providing for the payment of the same.

I am now in receipt of the final report of the commissioners, dated October 30, 1891, giving an account of their work under these instructions, and discussing the agreement entered into by them with the Indians, which agreement had been forwarded to this office under cover of a separate letter.

This agreement, after setting forth in the preamble the parties in interest and the reasons for making the same, provides in Article 1 for a cession, relinquishment, and quitclaim to the United States by the Indians of "all their right, title, interest and claim, whatsoever they now have, or ever have had, to that part and portion of the Pyramid Lake Reservation, located and situated as aforesaid in the State of Nevada, lying to the south or southerly of the north line of township number 21 north, ranges number 23 and 24 east or the extension thereof, county of Washoe and State aforesaid," excepting, however, from the operation of this cession a tract of 110.61 acres, lying within the ceded territory and adjacent to the town of Wadsworth, and upon which is located the Government school recently established for the benefit of the Indians of the Pyramid Lake Reservation.

It is estimated by the commissioners that by this cession the rights of the Indians in about 18,700 acres are relinquished to the Government. Of this, 1,300 acres are reported by the Commission as now under cultivation, while 2,100 more can be easily adapted to purposes of agriculture, by the use of the ordinary means of irrigation now at hand. This leaves about 15,300 acres of desert or wild land, a part of which, however, they say can be made good agricultural lands by the application of improved methods of irrigation.

Article 2 provides that, in consideration for the cession and relin-

quishment aforesaid, the United States will pay to the Pah-Ute Indians now residing on the reservation the sum of \$20,000.

The same to be expended on or before one year after the approval hereof by Congress, in the purchase of cattle at a fair market price under the direction of the Secretary of the Interior, said cattle to consist of cows and heifers, with sufficient number of bulls for service, and all, when delivered, to be between the ages of one and three years and suitable for stock-raising, and to be delivered upon the diminished reservation, so lying northerly of the north line of said township number 21.

And as a further consideration for the said cession and relinquishment, the promise is given that the United States will, on or before the expiration of one year after Congress shall have ratified the agreement—

Eject and remove, or cause to be ejected and removed, together with their belongings, all settlers or persons other than Indians, now or then in possession or occupancy of any part or portion of said reservation not hereby ceded or relinquished, to the end that said Indians may thenceforth have and enjoy, as they are justly entitled to, the sole and entire use and benefit of said diminished reservation, subject to the laws of Congress and the orders and regulations of the Indian Department.

Article 3 provides that the agreement shall be ratified by Congress before it shall be binding on either party, and also that the authority of the United States shall be continued, as at present existing, over the diminished reservation, etc.

The agreement is signed by the commissioners, and signed and sealed by 133 Indians, who the Commission reports constitute, "more than a majority of the male Indians belonging to the Pyramid Lake Reservation of 18 years of age and upwards.

With the exception of the fact that no provision is made in the agreement either for securing to those Indians located in and about the town of Wadsworth a means of perfecting their rights to the several tracts or lots upon which they have settled respectively, or for a proper compensation to such of them as desire or are willing to remove to the diminished reservation, for the improvements they would be obliged thereby to abandon, the agreement appears to be without objection, either as to its form or general stipulation.

As to the Indians located on the ceded portion of the reservation, it will be seen by a reference to a former part of this report that the Commission was specifically instructed to provide in the agreement for paying those desiring to remove to the diminished reservation for the improvements abandoned by them, and for securing to those remaining all their rights in the lots or tracts of land upon which they might be settled respectively. This they have failed to do, as the agreement shows, there being no provision therein for any such protection for Indians residing within the ceded territory. But in their report the commissioners refer to the matter, and state that ample accommodations are provided for this class within the limits of the tract reserved around the schoolhouse; and that the Indians who are living outside of the diminished reservation understand that "upon the approval of the agreement by Congress they are to move on this reserved tract."

Moreover, the minutes of the council with the Indians at which this agreement was negotiated very clearly show that there was an understanding between the Indians and the Commission that the tract of 110 acres reserved for the benefit of the members of the band located outside of the diminished reservation and that they would remove thereto; but no mention is made of payment for improvements, if any, that they must abandon in doing this.

I am of the opinion that the tract reserved with the school will be amply sufficient not only for school purposes, but for the accommodation

of the Indians for whose particular benefit it is in part intended; but in view of the fact that the agreement does not stipulate that they shall move on to it, or provide for compensation for their improvements, I can not see how the Government can compel them to remove thereon, if they should raise objection to doing so. I do not regard this omission, however, as of sufficient importance to warrant the rejection of the agreement, and I have prepared a draft of a bill to be submitted to Congress for its ratification.

The intruders on the diminished reservation whose removal is required by this agreement, as appears from the report of the commissioners, are:

First. One Joseph Odett, who occupies a ranch on the reservation of about 350 acres inclosed, of which 200 acres are improved. The improvements Mr. Odett claims to have purchased in January, 1889, for \$2,700 from the original intruder, one John Mullens, who established the ranch in 1863. Since he bought he says he has made additional improvements to the extent of about \$2,300, making the total cost of the place to him about \$5,000. He also says that he cuts from the place annually from 90 to 100 tons of hay, which is valued at \$10 per ton, so that in the three years that he has been a trespasser thereon he has removed emblements from the reservation for his own benefit to the value at least of \$2,700.

Second. James H. Sutcliffe occupies a fishing station on the west side of Pyramid Lake, about 19 miles from the agency. He does not claim to have any title and values his improvements at \$250. He has lived at this place six years.

Third. About 2 miles west of Sutcliffe's place is a valuable ranch which is claimed and occupied by one William H. Caligan. The best and most valuable part of this place is on the reservation. It was formerly claimed and occupied by D. W. Whitehead, and it is under his right that Mr. Caligan claims. About 200 acres of this ranch are located within the reservation, something more than half of which is under cultivation. Mr. Caligan has had the place four years, and he says that he has taken 200 tons of hay per annum from the place, which he values at \$20 per ton, and that the other products of the land have aggregated an annual value of \$1,500; making a total income from the lands on the reservation of \$5,500. He values his improvements at \$15,000.

In connection with this claim the Commission says that statements by the Indians in council plainly show that Whitehead, the original intruder on this place, actually ejected 2 or more Indians from the place which they had occupied for three years, to enable him first to get possession of the ranch.

Fourth. Eleven miles north of Sutcliffe's fishing post is another ranch of about 104 acres, occupied and claimed by Charles H. Symonds. He has occupied the place since 1878, and he says that it yields an income of \$700. He values it at \$5,000, which, the commissioners say, is in their judgment, \$2,000 in excess of its real value.

As to this claim the commissioners say that the Indians also charge its occupant with having ejected members of the band who had settled there in order to enable him to establish his ranch. They also say that they think Mr. Caligan's statements with respect to his claim should be taken with considerable allowance, and that certain of Mr. Symonds's statements as to the establishment of the ranch he claims have not been corroborated, although diligent and careful inquiry was made.

Fifth. A place called "Round Hole Spring" is occupied by a white man whose name is not given, and as to this the commissioners state

that, from all they could learn, the place is not valuable either to the occupant or to the Indians, except that the springs furnish necessary water on the reservation.

The intruders above referred to occupy the only improvable portions of the reservation west of Pyramid Lake. East of Pyramid Lake, and between it and Mud, or Winnemucca, Lake, are a number of intruders, principally cattle men, who have but little improvements on the reservation. Among these are Wheeler and Ridenour, who keep 10,000 sheep on the reservation summer and winter. Their improvements are valued by them at \$5,000, but the Commission expresses the belief that they are not worth more than \$1,000. They have grazed the reservation for nine years without paying any rent for the privilege, which Mr. Wheeler, one of the owners of the sheep, says has been worth \$1,000 a year to them.

All of the intruders on this portion of the reserve have always known that they were trespassers.

As I have said, and as is shown by the agreement itself, the removal of all persons other than Indians is required as a part consideration for the cession and relinquishment of a part of the reservation to the United States by the Indians; and in their report the commissioners say that this stipulation in the agreement was insisted upon by the Indians as one of the conditions upon which they would consent to the sale of a portion of their reserve.

The agreement makes no provision for the payment to the intruders above referred to for their improvements. Notwithstanding the fact that the commissioners report that they are on the reservation without right, I can foresee that there will be strong efforts made by them and on their behalf to prevent their removal unless compensated for their improvements.

If this agreement is ratified as made it will be incumbent upon the Government to effect the removal of said intruders from the reservation.

The statement of sundry persons referred to in the body of the report of the Commission as being marked Nos. 1 to 14, the last five being statements of some of the intruders on the diminished reservation and the council proceedings with the Indians, as well as the plats of surveys mentioned, are retained in this office, on account of their bulky character and because it is not deemed important that they should be furnished with the report.

Copies of the agreement, with copies of the report of the Pyramid Lake Commission, and a draft of a bill to ratify said agreement are herewith inclosed.

Very respectfully, your obedient servant,

T. J. MORGAN,
Commissioner.

The SECRETARY OF THE INTERIOR.

WADSWORTH, NEV., *October 30, 1891.*

SIR: The undersigned commissioners, appointed by the honorable Secretary of the Interior "to negotiate with Indians for the surrender of portions of their respective reservations, as provided in the act approved March 3, 1891," and instructed by you to negotiate with the Indians of the Pyramid Lake Reservation, in Nevada, for the surrender

of such portion of their reservation as they choose to dispose of, lying to the south of township 22 north, or the extension thereof, beg leave to submit the following report:

We have concluded an agreement with the Pah-Ute Indians of said reservation for the surrender of the southern portion thereof, viz: All south of the extension of the north line of township 21 north, through ranges 23 and 24 east, save and excepting about 110 acres, inclosing the Wadsworth Indian schoolhouse, embracing in the surrender some 18,700 acres, more or less, for which, on behalf of the United States, we agree to pay them the sum of \$20,000, the same to be expended for their benefit, under the direction of the honorable Secretary of the Interior in the purchase of cattle, to be delivered on the reservation within one year after the approval of said agreement by Congress.

By reason of certain changes made in the Commission a short delay was occasioned in our first meeting, to wit, from the 9th to the 12th of September, 1891, at which latter date the Commission convened for the purpose named, at Wadsworth, Nev., and at once entered upon the discharge of the work assigned it. Our first visit to the agency near Pyramid Lake, on the 14th of September, disclosed the fact that a large number of the Indians were off the reservation, many of them at and near Sacramento, Cal., engaged in hop-picking, some also at Carson, Reno, Virginia City, Walker River, and other places in Nevada, and that it would be impracticable to convene a council, with assurance of general attendance on the part of the Indians, earlier than the 28th of September, which time had the approval of such of the Indians found at the agency as we were able to confer with, including many of the leading ones, to whom, in a general way, we made known the object and purpose of our mission, and requested that absentees, both on and off the reservation, be duly notified to attend the general council called to meet on the 28th of September, as above stated, and from information subsequently gained we are satisfied that the Indians belonging to the reservation, as a general thing, had sufficient notice of the time and place of the proposed council and of its object and purpose.

The time intervening between this visit to the agency and the convening of the council above referred to was occupied by the commission in gaining information as to that portion of the reservation for which it was authorized to treat actually necessary to enable it to negotiate with a correct understanding of the peculiar, if not anomalous, condition thereof, and we believe the information thus obtained will be of service to the Government in determining the equities of the several claimants, whether our agreement with the Indians is approved by Congress or not.

We found every tract of improvable land thereon unoccupied by whites; we visited and examined all of said lands, and took the necessary means in said examination in consultation with and inquiry of the occupants, and otherwise, to satisfy ourselves as to the former and present condition, fertility, and value of each and every tract, except that the town of Wadsworth and its immediate surroundings (occupied by the Central Pacific Railroad Company, and used and occupied by the citizens of the town for resident and business purposes) we considered as a whole.

The lands thus treated as a whole, occupied by residents south of the railroad, appear to have been purchased by the claimants from the railroad company or its grantees; whilst those lying north of the railroad and its improvements, with a single exception (Alonzo Dodge), seem to be held by occupants without title, or shadow of title, and in

this connection we may be permitted to say that the railroad company appears to claim the odd sections within the 10-mile limit, but as far as we have been able to ascertain has not undertaken to convey the same within the limits of the reservation beyond the immediate vicinity of the town, and this, with some minor exceptions hereinafter stated, only for business and resident purposes. It also appears, upon examination, that the earliest white claimant to the land on which much of the town of Wadsworth north of the railroad is located is Alonzo Dodge, above referred to, who settled upon the same in 1882, and has resided thereon continuously since that time. (See Mr. Dodge's statement herewith, marked No. 1.)

In view of the complex condition of things respecting the occupancy and title of the improved and improvable lands in the southern portion of the reservation, for which the commission is desired to negotiate, and especially to enable the commission to ascertain as nearly as practicable, the value of the interest of the Indians in the lands to be ceded, keeping in mind your instructions as to what should be considered in arriving at said values, our examinations have been somewhat critical, and we report our findings as follows:

Thomas G. Herman, now residing at Wadsworth, owns or occupies and makes claim to about 800 acres of land, on a portion of which he has resided for about thirty years, mostly lying within the admitted and well-known boundaries of the reservation.

About 300 acres of this land has been improved, and is very valuable, the same being in a high state of cultivation, all being under ditch and irrigated, and yielding profitable returns.

The title of Mr. Herman seems to be as follows:

One hundred and sixty acres by and under United States patent, dated February 5, 1869, and issued to himself; 160 acres by and under United States patent, dated July 22, 1872, and issued to Joseph Fellnagle, later conveyed by Fellnagle to Herman; 200 acres under a contract with the railroad company or its grantees. Then, about 1876, Mr. Herman made application to the United States land office at Carson City, Nev., under the desert land act, for 160 acres at \$2.50 per acre, and actually paid 25 cents per acre on the same, and went into possession of this land, and later, at the proper time, as he avers, offered to make further payment, but his money was declined for the reason that the land in question was upon an Indian reservation and, of course, not subject to entry. Mr. Herman has, however, continued in the use and enjoyment of this last 160 acres to the present time without making further payment, and, as it appears, without question from any source, and under his careful management it has become valuable, worth, perhaps, \$100 per acre. These lands of Mr. Herman lie on both sides of the Truckee River and adjoin on the south and southwest the town of Wadsworth. Of the remaining 120 acres there are only about 20 acres within the limits of the reservation, and these are claimed under a patent from the State of Nevada under the act of March 21, 1864, having been conveyed to the State by the Government of the United States for the purpose of internal improvements. Besides the 300 acres now under cultivation there are some 200 acres susceptible of a high degree of improvement. (See statement of Mr. Herman, marked No. 2.)

Northerly from the lands of Mr. Herman, and on the east side of the river, are about 45 acres of land claimed and occupied by William Pierson, only about 15 acres of which are inclosed and improved, being very productive. This tract, on which Mr. Pierson resides, is in section 3, township 20, range 24, and was purchased by Pierson from the

railroad company, or its grantee, some four years ago for \$400. (See statement of Mr. Pierson, marked No. 3.)

Down the river, on the east side, the next farm is that of Elias Olinghouse, the west half of section 34, township 21, range 24. Mr. Olinghouse has paid nothing for this tract; says there were no improvements upon it when he took possession, some thirteen years ago; that he tried to file upon it, but was informed at the land office that it was railroad land, and not subject to preëmption; that he ascertained later that the railroad company had no title, and so had not paid anything to anyone. There are only about 80 of these 320 acres subject to improvement, only 50 of which have been improved.

Further down, and more directly on the river, Mr. Olinghouse claims another farm, the south half of northwest quarter, and north half of southwest quarter, section 15, township 21, range 24. He claims to have purchased it of one Proctor, in 1880, for \$500, and claims title through Proctor and others by deeds of quitclaim from the first locators, as far back as 1869 or earlier. This tract is all inclosed, but only about 40 acres have been improved, though a large portion of the 160 acres is subject to irrigation. In order to bring him out to the road at this point, Mr. Olinghouse bought the possessory right to 80 acres of adjoining land from one Bowers, and paid for it \$250, so that he claims and occupies at this point 240 acres. It does not appear what, if any, title Bowers had or claimed to have to the 80 acres. Olinghouse claims to have expended \$5,000 in buildings, fences, and irrigation, and puts the present value of his entire tract at \$8,000. In our judgment, the estimated valuation of his improvements is excessive. (See statement of Mr. Olinghouse, marked No. 4.)

The next claim down the river, east side, from the 320-acre tract of Mr. Olinghouse, is that of David S. Ehler. He claims and pays taxes on the east half of the east half of section 33, township 21, range 24, about 70 acres of which is inclosed and improved to a greater or less degree and is under ditch. He has upon this tract a dwelling house and outbuildings, and had lived there about eighteen years. He originally purchased the possessory right of William Powell for \$275, and claims under it, and all the improvements have been made by Mr. Ehler. (See statement of Mr. Ehler, marked No. 5.)

Following down the river to the north, and passing the lower claim of Mr. Olinghouse above referred to, we come to the claim of Daniel Proctor, who lives on the premises claimed. Mr. Proctor has lived in this vicinity since 1859 and in the vicinity of Wadsworth for the last eighteen years. He claims 680 acres, described as follows: East one-half of west one-half and west one-half of northeast quarter of section 27, and east one-half of west one-half, and west one-half of northeast quarter, and southeast quarter of northeast quarter, and southeast quarter of section 22, all in township 21, range 24, all lying on the river. Mr. Proctor claims under purchase from original locators. Mr. Proctor purchased the property, including horses and cattle to the value of \$2,500, from D. P. Gregory, paying \$6,000 for all. Prior to purchasing this land, some three years ago, Mr. Proctor occupied the land as a tenant for some years. Of the 680 acres only about 200 are improved. (See statement of Mr. Proctor, marked No. 6.)

The premises are irrigated by a ditch which takes water from the river above Wadsworth, the greater part of which was built by the Government under an appropriation made for the construction of the "Nye Dam."

Continuing down the river, east side, and passing a tract of land owned

by Mrs. Julia A. Fellnagle, who claims also a tract farther up and on the opposite side of the river, we come to the farm of George Hill, of which a portion is described as follows: West half of southeast quarter and southeast quarter of northeast quarter of section 8, township 21, range 24, 120 acres. Mr. Hill claims under his father, who claimed under one John Newman, an original settler in 1864. Mr. Hill claims to own 320 acres at this point, 120 acres of which he obtained as above stated, and as to the remainder he is simply a squatter. About 150 acres of the 320 are fenced and improved, and it is the best timbered farm on this part of the reservation. As bearing upon his title, Mr. Hill submitted to the commission a letter, and as it may have a bearing upon the mixed titles here, not this tract only, but others as well, a copy will be found on pages 2 and 3 of Mr. Hill's statement. Mr. Hill values his claim at \$5,000. (See statement of Mr. Hill, marked No. 7.)

Next north of Hill's ranch is that of John Lee, a merchant of Wadsworth. This claim of Lee's covers land on both sides of the river, and is supposed to contain 320 acres, and is situated in section 5, township 21, range 24, and is nearly all fenced. Lee makes claim of title by purchase of possessory right of D. P. Gregory and such as comes from possession and occupancy by him and others for twenty-five or thirty years. Lee purchased these premises from Gregory some six years ago, including horses and cattle to the value of \$1,500, paying \$5,000 for all. This is the lower or most northerly farm on the river claimed or occupied by whites, and its north line is the north line of township 21, and is also the south line of the proposed diminished reservation. (See statement of J. O. Gregory, marked No. 8.)

Mrs. Julia A. Fellnagle occupies and claims a farm described as follows: The east half of the southeast quarter and the southeast quarter of the northeast quarter of section 28, township 21, range 24, 120 acres, mostly on the west side of the river. She also claims, in connection with this farm, about 150 acres, lying west on the sand hills, which she has inclosed and uses for grazing purposes, and which she claims by right of possession. She also has two pieces of land farther down the river, one of 40 acres, being the southeast quarter of the southwest quarter of section 22, township 21, range 24; and the other being the east half of the northeast quarter and the northwest quarter of the northeast quarter of section 16, township 21, range 24. Of the 280 acres lying on the river, about 200 are under ditch and mostly improved. Mrs. Fellnagle values the premises, including improvements, at \$10,000. She claims title to the 280 acres through her husband, and he claimed under State patent. (See statement of Mrs. Fellnagle, marked No. 9.)

We have now stated the holdings or claims of the white settlers on that portion of the reservation ceded by the Indians to the Government in the Truckee River Valley, exclusive of small holdings or town lots in or about Wadsworth, and which for convenience we restate as follows:

	Acres.
Thomas G. Herman.....	800
William Pierson.....	45
Elias Olinghouse.....	560
David S. Ehler.....	160
Daniel Proctor.....	600
George Hill.....	320
John Lee.....	320
Julia A. Fellnagle.....	280
Total	3,085

All of the above-named settlers have paid State and county taxes on their respective lands to the State of Nevada for many years, as appears by tax receipts to us exhibited.

The council with the Indians called to meet on the 28th of September was reasonably well attended, considering the fact that many of the hop-pickers had not yet returned, and continued in session two days. During this council we made known to the Indians the desire of the Government to secure from them the surrender of the southern portion of the reservation, and its willingness to compensate them for the same. (For general proceedings of this council see stenographer's report.) We were forcibly reminded by the Indians that not only the valuable lands on the southern portion of the reservation were occupied by whites, but also those around Pyramid Lake and those between Pyramid and Winnemucca lakes on the north, and within the proposed limited reservation, were in the possession of white ranchmen, and that as a condition precedent to considering the proposition to relinquish the southern portion they, the Indians, must be guaranteed the peaceable possession of the proposed diminished reservation, and that all white intruders must be removed therefrom by the Government. They also demanded the reservation of at least 100 acres of land, embracing the Indian schoolhouse near Wadsworth, and also including a tract of land along the Truckee River, 5 or 10 acres, occupied by Chinamen for gardening purposes. These apparently just demands, after due consideration by the commission, were acceded to.

The boundary line between the proposed diminished reservation and the lands to be ceded was fixed by the Commission and agreed to by the Indians, and is a continuation of the north line of township No. 21 north, ranges Nos. 23 and 24 east, and was fixed at this point rather than farther north for the reasons that all white settlers on and along the Truckee River are located south of said line; and the next ranch north, and adjoining thereto, is claimed by an Indian, and valuable to the Indians for wood growing thereon; and also this line secures to the Indians valuable fishing interests on the river between this point and Pyramid Lake. And in this connection we call your attention to the earnest appeal of the Indians in council for relief from oppressive laws of the State of Nevada prohibiting fishing and the transportation of fish between December 1 and April 1 of each year. It occurs to us that such legislation, so far as fishing is concerned, can not apply to Indians fishing on their own reservation; and evidently, if enforced, will necessitate a much larger yearly appropriation for their support. We respectfully refer you to the report of Agent Warner on this subject, and inclose herewith, for reference, a printed copy of the fish laws of the State. We commend this matter to your consideration, and doubt not that proper measures will be adopted affording necessary relief, both as regards fishing and the transportation of fish.

The price agreed to be paid (\$20,000) in cattle is in our judgment fair and just, keeping in mind and giving full heed and careful consideration to the suggestions of the honorable Commissioner of Indian Affairs in his letter of instructions to us as to what might or should be taken into account in arriving at the values to the Indians of the land they might choose to cede. The tract of land relinquished contains 18,700 acres, more or less, exclusive of the schoolhouse lot, and also exclusive of the land of the railroad company; that is, its right of way. Of these 18,700 acres about 1,300 acres are under cultivation, and in our judgment about 2,100 acres are improvable, leaving as desert or wild land about 15,300 acres. That part of the reservation lying south of the north line of township number 21, inclusive of schoolhouse lot and railroad right of way, contains, as per statement furnished the Commission from the surveyor-general's office at Reno, 18,901 $\frac{1}{10}$ acres.

We caused a survey to be made of the excepted or reserved tract, embracing the schoolhouse near Wadsworth, and fixed permanent corners to the same, and transmit herewith a correct plat thereof marked "A." We also caused a survey to be made of the southern line of the proposed diminished Pyramid Lake Reservation, and indicated said line by permanent monuments on both sides of the river. The plat or map thereof and the notes of the survey made are herewith transmitted, marked "B."

That the agreed price should be paid in cattle rather than otherwise, was a proposition of the Commission, believing this to be for the greatest good to the Indians. In this connection we would say that from all accounts the territory between the lakes will furnish, if intruders or trespassers are removed, excellent and sufficient pasturage for not less than 1,500 head of cattle, and has superior natural advantages for the stock-raiser—a never-failing supply of water on either side—and may be cheaply fenced on the north by running a fence from lake to lake, at a favorable point. The most favorable point, however, would doubtless strike Winnemucca Lake at a place outside the present eastern line of the reservation. But an examination of the map furnished us will show that the difficulty, if it in fact is one, could be easily remedied by an order extending the reservation to the east, so that the line southerly from Station 8 would strike the lake farther north. This, of course, is only meant as a suggestion to direct attention to a matter which may or may not be of importance. These and other evident reasons prompted the offer of payment in cattle, and this mode of payment was accepted by a majority of the Indians in council.

Referring to your suggestions and instructions in the direction of safeguards, and having application to the families of Indians now living on the outskirts of Wadsworth, and to the Indian school there now located, we report that these Indians have been provided with ample accommodations within the limits of the 100 or more acres reserved for them around the Indian schoolhouse. And these Indians fully understand that upon the approval of the agreement by Congress they are to move on this reserved tract. In making this reservation we think we have complied with your instructions as to the Indians located around Wadsworth, and we trust our action will have your approval.

The Commission having agreed to incorporate into the articles of agreement a provision that the Government shall remove all persons except Indians from the diminished Pyramid Lake Reservation, and being informed of several cases of invasion on the west of Pyramid Lake, and between the two lakes, which would or might require the attention of the Government by reason of said provision, it was deemed quite proper, in order that this should be investigated and report thereof be made by the Commission to you, that we should visit such as were accessible, the ranches and places of any considerable consequence claimed or occupied by these trespassers lying to the west of Pyramid Lake, and we have seen and talked with the claimants to the same as to their claims, and have talked with the claimants between the lakes as to their real or pretended rights and the value of their improvements.

Going from the agency north, down Pyramid Lake on the west side, we come first to the so-called Mullen's Ranch, about 15 miles from the agency and back from the lake about two miles, and all within the reservation. This place is claimed and occupied by Joseph Odett, who claims about 350 acres, all or nearly all inclosed, of which about 200 acres are more or less improved, with houses and outbuildings. This

place has also upon it a small but good apple orchard, and some other fruit. The history of this claim appears to be as follows: John Mullen settled upon it about 1863, and continued to live there until January, 1889, when he sold out to Odett for \$2,700. Odett claims to have added improvements until, with the \$2,700 paid for it, the place has cost him \$5,000. Odett cuts from 90 to 100 tons of hay per year, about one-half native grass and one-half alfalfa, of which the average value is about \$10 per ton. In answer to the question, "How much did you purchase?" Mr. Odett replied, "Merely what is in cultivation; I purchased the improvements merely; I knew he (Mullen) had no title." When Odett purchased he knew that the entire ranch was on the reservation. (See statement of Mr. Odett, marked No. 10.)

Returning to the lake and turning north, we next come to the place marked on the map as "The Willows." This is about 19 miles from the agency, and is only a fishing post, but at the same time, it being on the old stage route from Reno to Fort Bidwell, it is made to serve as a stopping-place for travelers and teamsters. The place is occupied by James H. Sutcliffe. He has a small, cheap house, no barn nor garden. He keeps a few boats to rent to persons coming there to fish. He values his entire improvements at \$250. He does not claim to have any title, and has always understood and known that he was on the reservation. (See statement of Mr. Sutcliffe, marked No. 11.)

Directly back from The Willows and about 2 miles west, in what is known as Hardserabble Cañon, is a valuable place claimed and occupied by William H. Caligan, the best and most valuable part of which is on the reservation. Mr. Caligan bought out the interest of certain parties in Reno, and moved on the place about four years ago. This place was formerly claimed and occupied by D. W. Whitehead, and is known as "The Whitehead Ranch." It appears that Whitehead under whom Caligan claims, made a survey of that portion of this ranch lying within the reservation, together with lands extending west of the line of the reservation, under the desert-land act of March 3, 1877, and on January 30, 1880, paid S. C. Wright, receiver of the land office at Carson City, Nev., \$227.24, being final payment of \$1 per acre on 227.24 acres, the sum of 25 cents per acre having been already paid, as per original receipt. The Commission is in doubt as to whether this is a State or United States Land Office receipt. The buildings, dwelling-house, several barns, stables, etc., and the principal part of the improvements are on the reservation, and they are quite valuable; and on the reservation part of the ranch is a fine and productive orchard—apples and other fruit.

Mr. Caligan estimates that 200 acres of his place are on the reservation, and that one-half of these 200 acres is under cultivation, and puts a valuation of at least \$15,000 thereon. He cuts 200 tons of hay upon the same yearly, worth, as he says, from \$10 to \$20 per ton as feed for his stock on the place; and that his other products on the 200 acres—fruit, grain, and vegetables—are worth \$1,500 annually. Mr. Caligan has been familiar with matters and things in this vicinity for over twenty years, and has had knowledge of the reservation, though he says he did not know when he bought where the line was in reference to his purchase; also says he supposed the claim of Whitehead was older than the reservation; but we are satisfied that these sayings of Mr. Caligan, and his values as above stated, should be taken with considerable allowance. (See statement of Mr. Caligan, marked No. 12.)

Allow us in this connection to invite your attention especially to statements of Indians in council on the 12th of October, wherein they

assert that Whitehead, the original squatter on the present Caligan ranch, on Pyramid Lake, and under whom Caligan gets his possessory claim, actually ejected two or more Indians therefrom, who had occupied the same for three years, to enable him first to get possession of this ranch. They also make similar charge against Symonds concerning the Symonds ranch, to whom reference is made hereafter. Thus the equities in these two cases seem to be entirely with the Indians.

Further down the lake, north, 11 miles from The Willows, is another ranch. This place is known and marked on the map as "Symonds," and is claimed and occupied by Charles H. Symonds. He claims under a survey covering 104.59 acres, dated September 11, 1878, which embraces a lake from of about 12.75 chains, and a narrow strip on both sides of the canoñ to the west, going up this canoñ far enough to include the springs that supply the place with water for domestic, stock, and irrigation purposes. Mr. Symonds located here about 1867 a stock ranch and erected a small house at an expense of about \$250; from year to year he has added to his improvements. He has resided on the place since 1880. Of the tract surveyed only about 50 acres are inclosed and improved. The buildings consist of a small, cheap house, and a very comfortable barn or stable. The builings are worth about \$700, and the other improvements about \$2,000.

While the place is small in acreage it is very desirable. It has upon it a sufficient supply of good water, and a fine, small orchard, and the improved land is very productive. Mr. Symonds says his hay (alfalfa) brings him an income of \$700 per year, and he values the place at \$5,000; but his estimate of value is, in our judgment, \$2,000 in excess of real value. Mr. Symonds says that at about the time he located here, in 1866 or 1867, and before making his improvements, he saw the Indian agent at Carson and made inquiry of him as to whether this was on the reservation, and was told by the agent that the north line of the reservation was at the point marked on the map "Mullens Spring," then known as "Mullens Meadows," about 15 miles to the south, and that this agent informed him that any unoccupied lands on the lake lying to the north of the designated point were open to settlement, and that he acted upon this information in making his first outlay of expense. The Commission, however, after diligent and careful inquiry, has been unable to find any other person who has known or regarded the Mullens Meadows as the northern boundary of the reservation. (See statement of Mr. Symonds, marked No. 13.)

There is said to be a white man living at the place designated on the map as "Round Hole Spring," but from all we can learn the place is not very valuable either to the occupant or to the Indians, being a cheap stopping-place at a spring on the highway with little, if any, improvements. This is a cattle ranch, with cattle principally ranging off the reservation, but these springs furnish necessary water on the reservation.

These parties, Odett, Sutcliffe, Caligan, and Symonds, make claim to and are in possession and enjoyment of substantially every available acre of the reservation on the west side of the lake that is improvable. With the exception of two very insignificant patches occupied by the Indians, not an acre is left for the Pah-Utes, although there are many families of them wanting a place, just such places, too, as these ranches would furnish. And what seems to us as passing strange, in view of the contents of a letter from the Indian Office of August, 1889, on that subject, submitted to us at the agency, not one of these trespassers has even been required to pay rent for their valuable holdings or notified

to vacate; and this is also true, as we ascertained, as to parties who have had for many years, and who now have, large cattle and sheep ranges and ranches on the east side of Pyramid Lake—that is, between that lake and Mud or Winnemucca Lake, and on the reservation, and known to be so by the owners of these sheep and cattle. (See pages 6 to 15 of statement of Mr. Olinghouse, marked No. 4.)

One party, Wheeler & Ridenour, keep 10,000 sheep here (between the two lakes) summer and winter, and another party, Olinghouse, keeps large herds of cattle here—from 400 to 600 head—and this, too, without question, so far as we can learn, as well as without price.

Referring to Mr. Wheeler's statement, No. 14, and claim for \$5,000, it will be observed, first, that he assumes that the Monroe survey left a portion of his claim next to Winnemucca Lake off the reservation, but that the Powers survey so altered the lines as to embrace all between the lakes within reservation lines. To this it may be said we find no substantial difference between the two surveys, and hence are of the opinion that Wheeler, as well as Olinghouse, must have been aware of the full extent of his trespass, and the latter admits full knowledge. (See statement No. 4.) Second, Wheeler's claim for \$5,000, on account of improvements, so far as we can ascertain, we are of opinion that \$1,000 will cover their present value, though we did not personally examine them. And further, it will be observed that Mr. Wheeler has been in occupancy for nine years without rent, and admits the pasturage to have been worth \$1,000 per year to him, making a total of \$9,000, which we think a low estimate for pasturage of 10,000 sheep. These sheep should by all means be removed at once, as they are very damaging to cattle pasture, and they occupy the place where the Indians' cattle must go, if our agreement with them be approved. (See statement of Mr. Wheeler, marked No. 14.)

In consideration of the provisions of the contract we have made with the Pah Utes in reference to the removal of intruders and trespassers from the diminished reservation, we have ventured to report in detail the result of our investigation of the subject, thinking the facts may be of use to the Indian Office.

Before closing this report we desire to refer, by way of explanation, to the term "improvable" as applied to the lands of this reservation and used herein. The term has heretofore been used in its limited sense as meaning improvable with present ordinary means and appliances for irrigation, while in fact it is believed by the Commission that thousands of acres of table-lands on the portion of the ceded lands, as well as on the diminished reservation, are susceptible of irrigation and may be profitably utilized whenever the waters of the Truckee River can be properly controlled and equitably and economically distributed along the entire line, and from a personal examination of the lands around and near to the agency buildings on the proposed diminished reservation we are of the opinion that with proper appliances and at no very large expense some 2,000 acres, nicely located, can be irrigated and made available for the use of the Indians, which would alone accommodate 200 families, allowing 10 acres to each family; or, as in many cases, 5 acres will be sufficient for a family and a much larger number could be accommodated, probably all the Pah Utes residing on the different reservations in Nevada. And in this connection our attention was called to a valuable engine and boiler, but little used, lying idle for several years at the agency, which might profitably be used for purposes of irrigation. An outlay of perhaps \$1,200 will be sufficient to furnish pumps, pipes, etc., and set this machinery in motion. We

are also of the opinion that properly constructed ditches along the Truckee River, entirely within the diminished reservation, will take water therefrom to irrigate much of this land.

We transmit herewith our agreement with the Indians referred to on the first page of this report, and are glad to be able to state that more than a majority of the male Indians belonging to the Pyramid Lake Reservation of 18 years of age and upwards have signed the same.

The agency record of the Wadsworth Indians being very incomplete, made it especially desirable to obtain as large a number of signatures as practicable; and hence we have taken considerable pains to visit scattered members of the tribe at Reno and elsewhere who were not present at the general council held at the agency, and we were careful that the contents of the agreement be interpreted in all cases where the signers did not understand English, and in every case fully explained, and to this end employed a competent interpreter, and we are satisfied that all the Indians whose names are found on said agreement belong to the Pyramid Lake Reservation, and have signed the same understandingly.

The labors of the Commission have been harmonious and its conclusion reached unanimously. We have been aided in our work by the surveyor-general at Reno and his assistants; also by the agent on the reservation and his employes, and these courtesies have been appreciated.

All of which is respectfully submitted and we hope may prove satisfactory to you.

EBENEZER J. ORMSBEE,
CYRUS BEEDE,
W. A. MORGAN,
Commissioners.

Hon. T. J. MORGAN,
Commissioner of Indian Affairs, Washington, D. C.

This agreement, made and entered into by and between the United States and the Pah-Ute Indians residing upon the Pyramid Lake Reservation, in Nevada:

Whereas Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, duly appointed Commissioners on the part of the United States, did, on the 17th day of October, A. D. 1891, conclude an agreement with the Pah-Ute tribe or band of Indians residing upon the Pyramid Lake Reservation, in the State of Nevada, by their headmen and principal men, embracing a majority of all the male adult Indians 18 years of age and over residing upon the said reservation; which said agreement is as follows:

Agreement made and concluded on the 17th day of October, A. D. 1891, with the Indians of the Pah-Ute tribe or band residing upon the Pyramid Lake Reservation, in the State of Nevada, by Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, Commissioners.

This agreement, made under and pursuant to instructions and directions by and from the Hon. T. J. Morgan, Commissioner of Indian Affairs, and approved by the Hon. John W. Noble, Secretary of the Department of the Interior of the United States, under the authority vested in the Hon. Secretary of the Department of the Interior by virtue of the act of Congress approved March 3, 1891, a clause of which reads as follows: "To enable the Secretary of the Interior, in his discretion, to negotiate with any Indians for the surrender of portions of their respective reservations, any agreement thus negotiated being subject to subsequent ratification by Congress," by Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, Commissioners duly appointed by and on the part of the United States, and the male Indians of the Pah-Ute tribe or band, 18 years of age and over, residing on the Pyramid Lake Reservation, in the State of Nevada, by

their headmen and principal men, embracing a majority thereof so residing upon said reservation, witnesseth that—

Whereas the reservation above named was set apart for Indian purposes on December 8, 1859, and the boundaries thereafter defined and established, as appears by the map or plat thereof now on file in the General Land Office of the United States; and whereas whites have settled upon and make claim to a considerable portion of the improved and improvable lands in the southern portion of said reservation; and whereas the village of Wadsworth is located within the boundaries thereof, and the land and the title thereto in that portion of the reservation is complicated and somewhat uncertain; and whereas the rights of the Indians to that portion of the reservation, namely, the southern portion, have been invaded, and they have been thereby deprived of the benefit and advantage of these lands, although justly entitled thereto; and whereas it is considered and deemed best that a cession or relinquishment of a portion of the said southern part of the said reservation by the Indians aforesaid to the United States upon just and equitable terms and conditions, and fair compensation to be paid therefor by the United States be made, that justice be done and further complications in the matter avoided, it is hereby agreed as follows:

ARTICLE 1.

The Indians aforesaid do hereby, collectively and individually, cede, relinquish, and quitclaim to the United States all their right, title, interest, and claim whatsoever they now have, or ever have had, to that part and portion of the Pyramid Lake Reservation located and situated as aforesaid in the State of Nevada, lying to the south or southerly of the north line of township number 21 north, ranges numbers 23 and 24 east or the extension thereof, county of Washoe and State aforesaid; excepting, however, and reserving from the operation of this instrument, that tract or parcel of land within the reservation lying south of the township line aforesaid, and near to and to the north of the village of Wadsworth and adjoining thereto, particularly described as follows:

Beginning at the quarter-section corner on the south boundary of section 33, township 31 north, range 24 east, which is a stone 22 x 14 x 11 inches, marked "1-4" on north face, as station No. 1—initial point; thence north, variation 17 degrees 20 minutes east, 32.02 chains to station No. 2, a stone marked "No. 2;" thence east, variation 17 degrees 15 minutes east, 6.80 chains to the left bank of the Truckee River. At 6.00 chains on this line is set a witness corner marked "W. C. No. 3;" thence, following the left water way of the Truckee River to its intersection with a meridian line from W. C. No. 4, which W. C. No. 4 bears from W. C. No. 3 south 54 degrees 15 minutes east, 25 chains distant; thence north to the center of the Truckee River; thence following the center of the river up stream to imaginary station No. 5, a point 15 links northerly from the center pier of the county bridge; thence north 58 degrees 30 minutes west, variation 17 degrees 30 minutes east, 3.80 chains, more or less, to station No. 6, a stone marked "6;" thence north, variation 17 degrees 30 minutes east, 8.51 chains to the township line between townships 20 and 21 north. A stone is set there, marked "No. 7;" thence west, variation 17 degrees 30 minutes east, 4.42 chains to the corner to sections 33 and 34 on township line, where a stone is set, marked "8;" thence west, variation 17 degrees 30 minutes east, 40.20 chains to the place of beginning—initial point.

The above tract of land contains one hundred and ten acres (110), more or less, and on it is now located the Indian schoolhouse.

The tract of land hereby ceded to the Government of the United States by the aforesaid Pah-Ute Indians is supposed to contain 18,700 acres, more or less.

ARTICLE 2.

In consideration of the foregoing cession and relinquishment the United States hereby agrees to pay to the Pah-Ute tribe or band of Indians now residing upon the reservation aforesaid the sum of twenty thousand (\$20,000) dollars, the same to be expended on or before one year after the approval hereof by Congress, in the purchase of cattle at a fair market price, under the direction of the Secretary of the Interior, said cattle to consist of cows and heifers, with sufficient number of bulls for service, and all, when delivered, to be between the ages of one and three years and suitable for stock-raising, and to be delivered upon the diminished reservation so lying northerly of the north line of said township number 21.

And in further, and as an additional consideration, of the foregoing cession and relinquishment of the said southern portion of the said reservation, the

United States hereby further agrees that it will, on or before the expiration of the one year aforesaid, eject and remove, or cause to be ejected and removed, together with their belongings, all settlers or persons, other than Indians, now or then in possession or occupancy of any part or portion of said reservation not hereby ceded or relinquished, to the end that said Indians may thenceforth have and enjoy, as they are justly entitled to, the sole and entire use and benefit of said diminished reservation, subject to the laws of Congress and the orders and regulations of the Indian Department.

ARTICLE 3.

This agreement shall not be binding upon either party until ratified by Congress.

Nothing herein contained shall be construed to lessen or modify the power and authority of the Government of the United States over the diminished reservation, or to change or alter in any way or manner the relation of the United States to the Pah-Ute or other tribe or band of Indians now residing on said reservation or that may hereafter reside thereon.

Dated and signed at the Pyramid Lake Reservation, Nevada Agency, Nev., on the day and year first above written.

EBENEZER J. ORMSBEE,
CYRUS BEEDE,
WILLIAM A. MORGAN,
Commissioners.

The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned, head men and principal men of the Pah-Ute tribe or band of Indians, now residing upon the Pyramid Lake Reservation, and of the age of 18 years and over, and constituting a majority of the male adult Indians of the aforesaid tribe or band, now residing on the said reservation, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at the Pyramid Lake Reservation, Nevada Agency, Nev., the day and year first above written.

PAH-UTES.

No.	Indian name.	English name.	Marks.	Seals.
1		Capt. Samuels	x	Seal.
2		James Wilson	x	Seal.
3		Joseph Wadsworth	x	Seal.
4		Joseph Wadsworth, jr.	x	Seal.
5		Thos. Hays	x	Seal.
6		W. R. Natches		Seal.
7		Saml. Austin	x	Seal.
8		Geo. Dale	x	Seal.
9	Numana	Dave Numana	x	Seal.
10	Nu-ma-nastsie	Winnemucca Natches	x	Seal.
11	To-moie-na-ha	James Duffy	x	Seal.
12	Te-bus-i-go	James Jones	x	Seal.
13	Toc-quadsie	Abraham Man-Wee, jr.	x	Seal.
14		Robert Lowry	x	Seal.
15	Ma-zi-ah	William Frazier	x	Seal.
16	Man-Wee	James Man-Wee	x	Seal.
17		Chief Natches	x	Seal.
18	Po-a-mano	Jeff Davis	x	Seal.
19	Ho-ga-bale	James Bronco	x	Seal.
20	Tam-me-hu-ah	Richard Bronco	x	Seal.
21	Fitz	Nasby Eice	x	Seal.
22	Pah-Widz	James Winnemucca	x	Seal.
23		Johnnie Jones	x	Seal.
24	Weh-Wengh	William Suckney	x	Seal.
25	Ah-sa-qua-made	James Wan-Bee	x	Seal.
26	Mer-Mer	Patsy O'Day	x	Seal.
27	Wadz-Ugh	James Anthony	x	Seal.
28	Ma-zi-ah	Doc Woods	x	Seal.
29	We-go-de-bah	James Stone	x	Seal.
30	To-me-go-sah	Saml. Little	x	Seal.
31	Who-ah-dab	Jackson Hickory	x	Seal.
32	Pa-nu-ge	James King	x	Seal.
33	Aza-do-ah	Peter Garvey	x	Seal.
34	Wa-sue-anade	John C. Curry	x	Seal.
35		Joseph Morgan		Seal.
36	Ah-de-si	Mike O'Day	x	Seal.
37		William Stevens	x	Seal.

PAH-UTES—Continued.

No.	Indian name.	English name.	Marks.	Seals.
38	Sac-a-qua-pa	Mack Winnemucca	x	Seal.
39		John Stevens	x	Seal.
40	Pussie Abbie	Thos. Bull.	x	Seal.
41	San-na-nigh	Frank Jones	x	Seal.
42	Yano-natsie	Joseph Pancho	x	Seal.
43	Tal-na-te-ah	William Pancho	x	Seal.
44	Por-sick	James Whited	x	Seal.
45	Che-be-uch	Overton Jackson	x	Seal.
46	Sa-qua-witch	George Frazier	x	Seal.
47		Peter Carson	x	Seal.
48	Wah ta-ha-po-u-ah	Robt. Ridly	x	Seal.
49	Co-su-do-de	James Bull	x	Seal.
50		Old Warwick	x	Seal.
51	Co-ze-do	John Pancho	x	Seal.
52		Richard Haymaker	x	Seal.
53	Ah-su-ma-nah	A. B. Upshaw	x	Seal.
54	Pong Wong	Julius Caesar	x	Seal.
55		Peter Smith	x	Seal.
56		Jack Warwick	x	Seal.
57	Ho-ze-it-a	Buena Vista Johns	x	Seal.
58		Doc Joseph	x	Seal.
59		Mike Davis	x	Seal.
60	Wado-mo-co-so	John New	x	Seal.
61	Weh-huda	Richard Henry	x	Seal.
62	Ta bid na	Dave Man-wa	x	Seal.
63	Weh-du	Louis Henry	x	Seal.
64	Oitz	Robt. Carson	x	Seal.
65	To-go-wa-za	Henry Clay	x	Seal.
66	Na-wa-so-up	Sam'l Calico	x	Seal.
67	So-te-be-ah	Thos. King	x	Seal.
68	Ho-ry-za	Dr. Henry James	x	Seal.
69	Si-e-up	Nicholas Green	x	Seal.
70		Johnson Skides	x	Seal.
71	Po-ish-a	James Skimmerhorn	x	Seal.
72		James Natches	x	Seal.
73	Ter-re-be-zano	Jackson Hickory, jr	x	Seal.
74		William Holbrook	x	Seal.
75	Te-nide	Albert Wright	x	Seal.
76	We-he-con-nah	Andy Morgan	x	Seal.
77	Si-do-cindt	Robert Holbrook	x	Seal.
78	Kerre-be-geh	Mahoney Jones	x	Seal.
79	Can-you	John Anderson	x	Seal.
80	So-be-ade	John Woods	x	Seal.
81	Co-hen-ish	Joseph Mack	x	Seal.
82		Jack Washoe	x	Seal.
83	Pa-he-wa-ba	Thos. Dunn	x	Seal.
84	Te-ge-natsie	William Duffy	x	Seal.
85		William Nye	x	Seal.
86		Sam'l Brown	x	Seal.
87	Ah-be-poie	Pete Crutcher	x	Seal.
88	Se gade	Dave Numana, jr	x	Seal.
89	Ak-a-do-hide	Willie D. Clay	x	Seal.
90		Charlie Lowery	x	Seal.
91		Fred Winnemucca	x	Seal.
92		Willie C. Eice	x	Seal.
93	Ah-sa-qua-made	Joseph Wesley	x	Seal.
94	Pe-do-kah	Joseph Adams	x	Seal.
95	Two-we-dide	Thos. Frazier	x	Seal.
96	Hac-sac-ge-ge	Johnnie Rivers	x	Seal.
97	Tong-wa-ging	James Chippecca	x	Seal.
98		George Marsh	x	Seal.
99	Ta-ma-no-get	Morning Star	x	Seal.
100	To-di-vo	Benj. Butler	x	Seal.
101	Co-qua-zano	Henry Anderson	x	Seal.
102	Ta-bo-quo-su	Shorty Candle	x	Seal.
103	O-po-qui-u	Robt. Butler	x	Seal.
104		Robt. Natches	x	Seal.
105	Pong-Eh	Frank Spanga	x	Seal.
106	Pah-bah-sa-bo	Senator Lockwood	x	Seal.

Attest:

C. C. WARNER,
U. S. Indian Agent.
CHAS. W. JONES, Jr.,
Agency Clerk.

JAS. O. GREGORY,
C. L. LOWRY,
Agent Farmer.
HAWKINS TAYLOR, Jr.

No.	Indian name.	English name.	Marks.	Seals.
107	Nerva Yano	John Calico	x	Seal.
108		William Whitthorne	x	Seal.
109		Big Foot	x	Seal.
110		Old Joseph	x	Seal.
111		George D. Black	x	Seal.
112		Robert Hammond	x	Seal.
113		Thomas Leland	x	Seal.
114		Austin Big Tom	x	Seal.
115		George Lemhart	x	Seal.
116		John O'Neill	x	Seal.
117		Frank O'Neill	x	Seal.
118		Barney Jones	x	Seal.
119		Sad Goshen	x	Seal.
120		Old Sam	x	Seal.
121		George Ripley	x	Seal.
122		Robert Goshen	x	Seal.
123		Jack Goshen	x	Seal.
124		Charles Harris	x	Seal.
125		George Aleck	x	Seal.
126		John Simons	x	Seal.
127		Richard Maulbee	x	Seal.
128		Joseph Virginia	x	Seal.
129		Louie Anthony	x	Seal.
130		John A. T.	x	Seal.
131		O. C. Wheeler		Seal.
132		Ike Wright	x	Seal.
133		Johnnie Wadsworth		Seal.

Attest:

A. RUSSELL,
HAWKINS TAYLOR, Jr.

NEVADA AGENCY, October 17, 1891.

I hereby certify that the foregoing articles of agreement were carefully read and explained to the Indians above named in open council, and were thoroughly understood by them before signing the same, and that the agreement was executed and signed by said Indians at the Nevada Agency, State of Nevada, on the — day of October, 1891.

DAVE (his x mark) NUMANA,
Agency Interpreter.
JOHNSON (his x mark) SIDES,
Special Interpreter.

Witness to mark :

C. L. LOWRY,
JAS. O. GREGORY.

Attest:

C. C. WARNER,
U. S. Indian Agent.
CHAS. W. JONES, Jr.,
Agency Clerk.

A BILL to ratify and confirm an agreement with the Pah-Ute tribe or band of Indians on the Pyramid Lake Indian Reservation in Nevada, and for other purposes.

Whereas an agreement was concluded on the seventeenth day of October, eighteen hundred and ninety-one, between Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, duly appointed commissioners on the part of the United States, and the Pah-Ute tribe or band of Indians residing upon the Pyramid Lake Indian Reservation in the State of Nevada, which said agreement is in words and figures as follows, viz :

This agreement, made and entered into by and between the United States and the Pah-Ute Indians residing upon the Pyramid Lake Reservation, in Nevada.

Whereas Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, duly appointed commissioners on the part of the United States, did, on the 17th day of October, A. D. 1891, conclude an agreement with the Pah-Ute tribe, or band of Indians residing upon the Pyramid Lake Reservation in the State of Nevada, by their headmen and principal men, embracing a majority of all the male adult

Indians 18 years of age and over, residing upon the said reservation, which said agreement is as follows:

Agreement made and concluded on the 17th day of October, A. D. 1891, with the Indians of the Pah-Ute tribe, or band residing upon the Pyramid Lake Reservation in the State of Nevada, by Ebenezer J. Ormsbee, Cyrus Beede, and William A. Morgan, commissioners.

This agreement made under and pursuant to instructions and directions by and from the Hon. T. J. Morgan, Commissioner of Indian Affairs, and approved by the Hon. John W. Noble, Secretary of the Department of the Interior of the United States, under the authority vested in the Hon. Secretary of the Department of the Interior by virtue of the act of Congress approved March 3, 1891, a clause of which reads as follows: "To enable the Secretary of the Interior, in his discretion, to negotiate with any Indians for the surrender of portions of their respective reservations; any agreement thus negotiated being subject to subsequent ratification by Congress," by Ebenezer J. Ormsbee, Cyrus Beede and William A. Morgan, commissioners duly appointed, by and on the part of the United States, and the male Indians of the Pah-Ute tribe or band, 18 years of age and over, residing on the Pyramid Lake Reservation, in the State of Nevada, by their headmen and principal men, embracing a majority thereof, so residing upon said reservation, witnesseth that—

Whereas the reservation above named was set apart for Indian purposes on December 8, 1859, and the boundaries thereafter defined and established, as appears by the map or plat thereof now on file in the General Land Office of the United States; and whereas whites have settled upon and make claim to a considerable portion of the improved and improvable lands in the southern portion of said reservation; and whereas the village of Wadsworth is located within the boundaries thereof and the land and the title thereto, in that portion of the reservation, is complicated and somewhat uncertain; and whereas the rights of the Indians to that portion of the reservation, namely, the southern portion, have been invaded, and they have been thereby deprived of the benefit and advantage of these lands, although justly entitled thereto; and whereas it is considered and deemed best that a cession or relinquishment of a portion of the said southern part of the said reservation by the Indians aforesaid to the United States upon just and equitable terms and conditions, and fair compensation to be paid therefor by the United States be made, that justice be done and further complications in the matter avoided, it is hereby agreed as follows:

ARTICLE I.

The Indians aforesaid do hereby, collectively and individually, cede, relinquish, and quitclaim to the United States all their right, title, interest, and claim whatsoever they now have, or ever have had, to that part and portion of the Pyramid Lake Reservation, located and situated, as aforesaid, in the State of Nevada, lying to the south or southerly of the north line of township number 21 north, ranges numbers 23 and 24 east, or the extension thereof, county of Washoe and State aforesaid, excepting, however, and reserving from the operation of this instrument that tract or parcel of land within the reservation, lying south of the township line aforesaid, and near to and to the north of the village of Wadsworth and adjoining thereto, particularly described as follows:

Beginning at the quarter-section corner on the south boundary of section 33, township 21 north, range 24 east, which is a stone 22x14x11 inches, marked "1-4" on north face, as station No. 1, initial point; thence north, variation 17 degrees 20 minutes east, 32.02 chains to station No. 2, a stone marked "No. 2;" thence east, variation 17 degrees 15 minutes east, 6.80 chains, to the left bank of the Truckee River; at 6.00 chains on this line is set a witness corner marked "W. C. No. 3;" thence, following the left water way of the Truckee River to its intersection with a meridian line from W. C. No. 4, which W. C. No. 4 bears from W. C. No. 3 south 54 degrees 15 minutes east, 25 chains distant; thence north to the center of the Truckee River; thence, following the center of the river up stream to imaginary station No. 5, a point 15 links northerly from the center pier of the county bridge; thence north 58 degrees 30 minutes west, variation 17 degrees 30 minutes east, 3.80 chains, more or less, to station No. 6, a stone marked "6;" thence north, variation 17 degrees 30 minutes east, 8.51 chains to the township line between townships 20 and 21 north; a stone is set there marked "No. 7;" thence west, variation 17 degrees 30 minutes east, 4.42 chains to the corner to sections 33 and 34 on township line, where a stone is set marked "8;" thence west, variation 17 degrees 30 minutes east, 40.20 chains to the place of beginning, initial point.

The above tract of land contains one hundred and ten (110) acres, more or less, and on it is now located the Indian schoolhouse.

The tract of land hereby ceded to the Government of the United States by the aforesaid Pah-Ute Indians is supposed to contain 18,700 acres, more or less.

ARTICLE 2.

In consideration of the foregoing cession and relinquishment, the United States hereby agrees to pay to the Pah-Ute tribe or band of Indians now residing upon the reservation aforesaid the sum of twenty thousand (\$20,000) dollars, the same to be expended on or before one year after the approval hereof by Congress in the purchase of cattle at a fair market price, under the direction of the Secretary of the Interior, said cattle to consist of cows and heifers, with sufficient number of bulls for service, and all, when delivered, to be between the ages of one and three years and suitable for stock-raising, and to be delivered upon the diminished reservation so lying northerly of the north line of said township number 21.

And in further and as an additional consideration of the foregoing cession and relinquishment of the said southern portion of the said reservation the United States hereby further agrees that it will, on or before the expiration of the one year aforesaid, eject and remove, or cause to be ejected and removed, together with their belongings, all settlers or persons other than Indians now or then in possession or occupancy of any part or portion of said reservation not hereby ceded or relinquished, to the end that said Indians may thenceforth have and enjoy, as they are justly entitled to, the sole and entire use and benefit of said diminished reservation, subject to the laws of Congress and the orders and regulations of the Indian Department.

ARTICLE 3.

This agreement shall not be binding upon either party until ratified by Congress.

Nothing herein contained shall be construed to lessen or modify the power and authority of the Government of the United States over the diminished reservation, or to change or alter in any way or manner the relation of the United States to the Pah-Ute or other tribe or band of Indians now residing on said reservation or that may hereafter reside thereon.

Dated and signed at the Pyramid Lake Reservation, Nevada Agency, Nevada, on the day and year first above written.

EBENEZER J. ORMSBEE,
CYRUS BEEDE,
WILLIAM A. MORGAN,
Commissioners.

The foregoing articles of agreement having been fully explained to us, in open council, we, the undersigned, headmen and principal men of the Pah-Ute tribe or band of Indians, now residing upon the Pyramid Lake Reservation, and of the age of 18 years and over, and constituting a majority of the male adult Indians of the aforesaid tribe or band now residing on said reservation, do hereby consent and agree to all the stipulations therein contained.

Witness our hands and seals at the Pyramid Lake Reservation, Nevada Agency, Nevada, the day and year first above written.

PAH-UTES.

No.	Indian name.	English name.	Marks.	Seal.
1	-----	Capt. Samuels	x	Seal.
2	-----	James Wilson	x	Seal.
3	-----	Joseph Wadsworth	x	Seal.
4	-----	Joseph Wadsworth, jr	x	Seal.
5	-----	Thos. Hays	x	Seal.
6	-----	W. R. Natches	-----	Seal.
7	-----	Sam'l Austin	x	Seal.
8	-----	Geo. Dale	x	Seal.
9	Numana	Dave Numana	x	Seal.
10	Nu-ma-nastsie	Winnemucca Natches	x	Seal.
11	To-mole-na-ha	James Duffy	x	Seal.
12	Te-bus-i-go	James Jones	x	Seal.

PAH-UTES—Continued.

No.	Indian name.	English name.	Marks.	Seal.
13	Toc-Quadsie	Abraham Man-Wee, jr	X	Seal.
14	-----	Robert Lowry	X	Seal.
15	Ma-zi-ah	William Frazier	X	Seal.
16	Man-Wee	James Man-Wee	X	Seal.
17	-----	Chief Natches	X	Seal.
18	Po-a-maus	Jeff Davis	X	Seal.
19	Ho-go-bale	James Bronco	X	Seal.
20	Tam-me-hu-ah	Richard Bronco	X	Seal.
21	Fitz	Nasby Eice	X	Seal.
22	Pah-Widz	James Winnemucca	X	Seal.
23	-----	Johnnie Jones	X	Seal.
24	Weh-wengh	William Stickney	X	Seal.
25	Ah-sa-qua-made	James Wan Bee	X	Seal.
26	Mer-Mer	Patsy O'Day	X	Seal.
27	Wadz-ugh	James Anthony	X	Seal.
28	Ma-zi-ah	Doc Woods	X	Seal.
29	Wo-go-de-bah	James Stine	X	Seal.
30	To-me-go-sah	Sam'l Little	X	Seal.
31	Who-ah-dab	Jackson Hickory	X	Seal.
32	Pa Nu-ge	James King	X	Seal.
33	Aza-do-ah	Peter Garvey	X	Seal.
34	Wa-sue-anade	John C. Curry	X	Seal.
35	-----	Joseph Morgan		Seal.
36	Ah-de-si	Mike O'Day	X	Seal.
37	-----	William Stevens	X	Seal.
38	Sac-a-qua-pa	Mack Winnemucca	X	Seal.
39	-----	John Stevens	X	Seal.
40	Pussie Abbie	Thos. Bull	X	Seal.
41	San-na-Sigh	Frank Jones	X	Seal.
42	Yano-natsie	Joseph Pancho	X	Seal.
43	Tal-na-te-ah	William Pancho	X	Seal.
44	Por-sick	James Whited	X	Seal.
45	Che-bu-uch	Overton Jackson	X	Seal.
46	Sa-qua-witch	George Frazier	X	Seal.
47	-----	Peter Carson	X	Seal.
48	Wah-ta-ah-po-u-ah	Robt. Ridly	X	Seal.
49	Co-su-do-de	James Bull	X	Seal.
50	-----	Old Warwick	X	Seal.
51	Co-ze-do	John Pancho	X	Seal.
52	-----	Richard Haymaker	X	Seal.
53	Ah-su-ma-nah	A. B. Upshaw	X	Seal.
54	Pong Wong	Julius Caesar	X	Seal.
55	-----	Peter Smith	X	Seal.
56	-----	Jack Warwick	X	Seal.
57	Ho-ze-it-a	Buena Vista Johns	X	Seal.
58	-----	Doc Joseph	X	Seal.
59	-----	Mike Davis	X	Seal.
60	Wado-mo-co-so	John New	X	Seal.
61	Weh-huda	Richard Henry	X	Seal.
62	Ta-bid-na	Dave Man-wa		Seal.
63	Weh-du	Louis Henry	X	Seal.
64	Oitz	Robt. Carson	X	Seal.
65	To-go-wa-za	Henry Clay	X	Seal.
66	Na-wa-so-up	Sam'l Calico	X	Seal.
67	So-te-be-ah	Thos. King	X	Seal.
68	Ho-ry-za	Dr. Henry James	X	Seal.
69	Si-e-up	Nicholas Green	X	Seal.
70	-----	Johnson Sides	X	Seal.
71	Po-ish-a	James Skimmerhorn	X	Seal.
72	-----	James Natches	X	Seal.
73	Ter-re-be-zano	Jackson Hickory, jr	X	Seal.
74	-----	William Holbrook	X	Seal.
75	Te-nide	Albert Wright	X	Seal.
76	We-he-con-nah	Andy Morgan	X	Seal.
77	Si-do-cindt	Robert Holbrook	X	Seal.
78	Kerre-be-geh	Mahoney Jones	X	Seal.
79	Can You	John Anderson	X	Seal.
80	So-be-ade	John Woods	X	Seal.
81	Co-hen-ish	Joseph Mack	X	Seal.
82	-----	Jack Washoe	X	Seal.
83	Pa-he-wa-ba	Thos. Dunn	X	Seal.
84	Te-ge-natsie	William Duffy	X	Seal.
85	-----	William Nye	X	Seal.
86	-----	Sam'l Brown	X	Seal.
87	Ah-be-poie	Pete Crutcher	X	Seal.
88	Sigade	Dave Nunana, jr	X	Seal.
89	Ak-a-do-hide	Willie D. Clay		Seal.
90	-----	Charlie Lowery		Seal.
91	-----	Fred Winnemucca		Seal.
92	-----	Willie C. Eice	X	Seal.
93	Ah-sa-qua-made	Joseph Wesley	X	Seal.
94	Pe-do-kah	Joseph Adams	X	Seal.
95	Two-we-dide	Thos. Frazier	X	Seal.
96	Pac-sac-ge-ge	Johnnie Rivers	X	Seal.

PAH-UTES—Continued.

No.	Indian name.	English name.	Marks.	Seal.
97	Tong-wa-ging	James Chippeca	x	Seal.
98		George Marsh	x	Seal.
99	Ta-ma-no-get	Morning Star	x	Seal.
100	To-di-vo	Benj. Butler	x	Seal.
101	Co-qua-za-no	Henry Anderson	x	Seal.
102	Ta-bo-quo-su	Shorty Candle	x	Seal.
103	O. Po-qui-u	Robert Butler	x	Seal.
104		Robt. Natches	x	Seal.
105	Pong-eh	Frank Spranga	x	Seal.
106	Pah-bah-sa-bo	Senator Lockwood	x	Seal.

Attest:

C. C. WARNER,
U. S. Indian Agent,
CHAS. W. JONES, Jr.,
Agency Clerk.

JAS. O. GREGORY,
C. L. LOWRY,
Agency Farmer.
HAWKINS TAYLOR, Jr.

No.	Indian name.	English name.	Marks.	Seal.
107	Nervo Yano	John Calico	x	Seal.
108		William Whitthorne	x	Seal.
109		Big Foot	x	Seal.
110		Old Joseph	x	Seal.
111		George D. Black	x	Seal.
112		Robert Hammond	x	Seal.
113		Thomas Leland	x	Seal.
114		Austin Big Tom	x	Seal.
115		George Lemhart	x	Seal.
116		John O'Neill	x	Seal.
117		Frank O'Neill	x	Seal.
118		Barney Jones	x	Seal.
119		Sad Goshen	x	Seal.
120		Old Sam	x	Seal.
121		George Ripley	x	Seal.
122		Robert Goshen	x	Seal.
123		Jack Goshen	x	Seal.
124		Charles Harris	x	Seal.
125		Geo. Aleck	x	Seal.
126		John Simons	x	Seal.
127		Richard Maulbee	x	Seal.
128		Joseph Virginia	x	Seal.
129		Louie Anthony	x	Seal.
130		John A. T	x	Seal.
131		O. C. Wheeler	x	Seal.
132		Ike Wright	x	Seal.
133		Johnnie Wadsworth	x	Seal.

Attest:

A. RUSSELL,
HAWKINS TAYLOR, Jr.

NEVADA AGENCY, October 17, 1891.

I hereby certify that the foregoing articles of agreement were carefully read and explained to the Indians above named in open council, and were thoroughly understood by them before signing the same, and that the agreement was executed and signed by said Indians at the Nevada Agency, State of Nevada, on the — day of October, eighteen hundred and ninety-one.

DAVE (his x mark) NUMANA,
Agency Interpreter.

JOHNSON (his x mark) SIDES,
Special Interpreter.

Witness to mark:

C. L. LOWRY,
JAS. O. GREGORY.

Attest:

C. C. WARNER,
U. S. Indian Agent.
CHAS. W. JONES, Jr.,
Agency Clerk.

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 is hereby, accepted, ratified, and confirmed.

SEC. 2. That for the purpose of carrying the said agreement into effect the sum of twenty thousand dollars is hereby appropriated out of any money in the Treasury not otherwise appropriated, which sum shall be expended under the direction of the Secretary of the Interior in purchasing cattle to be delivered on the diminished Pyramid Lake Reservation, in accordance with the stipulations of article two of said agreement.

SEC. 3. It shall be the duty of the Secretary of the Interior immediately after the passage of this act to cause to be ascertained and appraised, separately, the improvements owned on the ceded lands by any of the Indians who shall remove therefrom; and for the purpose of making to the owner just compensation therefor, the sum of _____ dollars, or so much thereof as may be necessary, is hereby appropriated and set apart, subject to the order of the Secretary of the Interior.

SEC. 4. Whenever the lands acquired under the foregoing agreement shall, by the proclamation of the President of the United States, be restored to the public domain, they shall be disposed of under existing laws applicable to the public lands in Nevada: *Provided*, That applicants for said lands shall, in addition to all other sums required, repay the amount paid by the United States to the Indians for improvements, if any, upon the lands sought to be entered: *Provided further*, That each entryman, under the homestead laws, in addition to a compliance with the foregoing requirements, shall, before making proof and receiving final certificate of entry, pay to the United States, for the land so taken, the sum of one dollar and twenty-five cents per acre.

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE ASSISTANT ATTORNEY-GENERAL,

Washington, D. C., December 18, 1891.

SIR: I beg to acknowledge receipt, by your reference, of the draft of a bill, prepared by the Commissioner of Indian Affairs, to be submitted to Congress ratifying an agreement with the Pah-Ute Indians, ceding a portion of the Pyramid Lake Reservation in Nevada. In your reference you request that I make "such changes and additions" as in my opinion may be required. With the draft of the bill is also sent a copy of the agreement with said Indians, the report of the commissioners who negotiated the same, and a letter of the Commissioner of Indian Affairs, reviewing their action and recommending the approval of the agreement.

I have examined these papers, and think the provisions of the bill sufficient to secure the ratification of the agreement and the appropriation of the specified sum of \$20,000, to be expended in accordance with its provisions. But I think the provisions of the bill should go further, and that the Indians removing from the ceded lands should be paid for the improvements they may abandon. The Commissioner of Indian Affairs says in his letter to you that he instructed the commissioners to insert such a provision in the agreement, but they omitted so to do. Such a provision seems to me to be so manifestly just that I have thought it best to prepare an additional section (section 3) to accomplish that purpose, leaving a blank for the amount of appropriation to be made, in relation to which I have no information.

The investigation and appraisal required in this behalf, I assume, can be made, without additional expense, through the Indian Office, and therefore the sum to be inserted should only be for the estimated value of the abandoned improvements.

I have also thought proper to add a section to the proposed law providing for the disposition of the ceded lands.

It appears from the report of the commissioners that a considerable portion of the cession is now occupied by settlers who have improvements thereon; that much of it can only become valuable through irrigation, and that the town of Wadsworth is located within its limits. Though it is not stated that there are any minerals within the tract, its location is not very far from valuable mines. Under these circumstances, it seemed to be proper that said lands should be subject to disposal under the laws applicable to lands in Nevada. Under the general terms used in section 4, as drawn by me, those who are located in the town will be pro-

tected under the town-site laws, and those who have settled outside and have improved their claims will be protected, at least to the extent of 166 acres, under the homestead law, or 326 under the desert-land law; whilst the land is also subject to exploration, location, and entry under the mineral laws, provided that such persons are qualified under and comply with such laws.

Inasmuch as the United States has to pay for the ceded lands, it is proper that those securing them should reimburse the Government therefor, as has been required recently where similar purchases have been made.

The United States is required to expend \$20,000 for the benefit of the Indians, and the area of the cession is estimated at 18,700 acres. This would make the prime cost of the land within a very small fraction of \$1.07 per acre. But when to the \$20,000 of prime cost are added the expense of the Commission, the cost of delivering the cattle on the diminished reservation, the payment to the Indians for their improvements upon the ceded lands, to say nothing of the costs of surveys, it will be readily seen that \$1.25 per acre will scarcely reimburse the Government for its outlay in the premises.

Herewith are returned the papers, accompanied by a draft of the proposed amendments.

Very respectfully,

GEO. H. SHIELDS,
Assistant Attorney-General.

The SECRETARY OF THE INTERIOR.