

RIGHT OF WAY TO DAKOTA CENTRAL RAILWAY THROUGH
SIOUX RESERVATION, DAKOTA.

MESSAGE

FROM THE

PRESIDENT OF THE UNITED STATES,

TRANSMITTING

Communication from the Secretary of the Interior relative to certain agreements with the Sioux Indians and right of way to Dakota Central Railway through Sioux Reservation.

DECEMBER 11, 1883.—Referred to the Committee on Indian Affairs and ordered to be printed.

To the Senate and House of Representatives :

I transmit herewith a communication from the Secretary of the Interior of the 3d instant, submitting, with accompanying papers, draft of a bill "to accept and ratify certain agreements made with the Sioux Indians, and to grant a right of way to the Dakota Central Railway Company through the Sioux Reservation in Dakota."

The matter is presented for the consideration of the Congress.

CHESTER A. ARTHUR.

EXECUTIVE MANSION, *December 10, 1883.*

DEPARTMENT OF THE INTERIOR,
Washington, December 3, 1883.

SIR: I have the honor to submit herewith for your consideration a communication of 26th November, 1883, from the Commissioner of Indian Affairs and accompanying draft of bill therein noted for the ratification of three several agreements with the Sioux Indians in Dakota, granting to the Dakota Central Railway Company the right of way across their lands and the right of occupancy of certain land for railway purposes as therein set forth, namely:

One agreement made June 12, 1880, and approved by Mr. Secretary Schurz; and the other two agreements made December 28 and 31 respectively, and approved by Mr. Secretary Kirkwood.

These agreements have not, however, been ratified by Congress. As

such action is considered necessary I therefore respectfully recommend that the matter may be presented for the favorable consideration of that body.

I have the honor to be, very respectfully, your obedient servant,
 H. M. TELLER,
Secretary.

The PRESIDENT.

DEPARTMENT OF THE INTERIOR,
 OFFICE OF INDIAN AFFAIRS,
Washington, November 26, 1883.

SIR: Referring to Department letter of March 9, 1882, wherein, in reply to the question submitted in office letter of March 1, 1882, viz, whether or not the Dakota Central Railway Company and the Chicago, Milwaukee and Saint Paul Railway Company, which had severally acquired a right of way through the Sioux Indian Reservation in Dakota, were to be considered as having done so under the stipulations of the third article of the agreement with the Sioux Indians of September 26, 1876, ratified by act of Congress approved February 28, 1877 (19 Stat., 255). In reference to the construction of roads through said reservation, it was held that when the three wagon roads indicated in General Orders No. 3, headquarters Military Division of the Missouri, April 5, 1877, were located, the rights under said agreement were exhausted, and that agreements of later date made with the railroad companies should be presented for ratification by Congress; also to Department letter to this office of 10th March last, to the effect that "in all cases where right of way for railroads through Indian reservations is not provided for by treaties or agreements by the United States with the Indians, congressional action is necessary to ratify the agreements by railway companies with the Indians for such right of way, &c.," and directing that the necessary papers be prepared for submitting the agreements as made by the said railway companies with the Sioux Indians to Congress at its next session for action. I have the honor to report, so far as the Dakota Central Railway Company is concerned, as follows: The agreements entered into by this company with the Sioux Indians, under the direction and with the approval of the Department, are three in number, viz:

No. 1.

Agreement, dated June 12, 1880, made between the Sioux Indians resident upon the reservation in the Territory of Dakota, represented by their chiefs and headmen, and acting under the supervision and with the approval of the Secretary of the Interior of the United States, and the Dakota Central Railway Company, a body corporate of said Territory of Dakota, grants to said company the right to occupy one section of land on the western bank of the Missouri River at or near Fort Pierre, in said Territory, for a freight depot and for the residence of its employes necessarily engaged in the operation of its road and in forwarding freight transported by said company to the Missouri River, and for no other purposes, and to be occupied under such regulations as the Secretary of the Interior may prescribe for the protection of the Indians. Said section of land to be definitely located by said railway company as soon as the necessary surveys have been made to determine the point at which the road of said company shall strike the Missouri River.

Also the right to construct and operate a wagon road by the nearest and most practicable route from the point where said freight depot may be located to intersect the wagon road running west from Fort Pierre to the Black Hills, said wagon road not to exceed 200 feet in width, and to be used for no other purpose except the passage of freight with teams.

Consideration to be paid by the railway company as follows: (a). For the use and occupancy of said section the sum of \$3,200. (b). For the land used as a wagon road at the rate of \$5 per acre. Payment to be made to the Indians in such manner as the Secretary of the Interior may direct.

The grant of the right of way for wagon road, and the use thereof, to cease and determine whenever said railroad company shall construct and complete a railroad from the Missouri River westward across the said reservation in Dakota, or so far as to intersect and connect with the Fort Pierre and Black Hills wagon road, in said Territory, but the use and enjoyment of the section of land thereby granted to continue in the company, subject to the conditions therein mentioned, so long as the same shall continue to be embraced within the bounds of the Indian reservation.

No. 2.

Agreement, dated December 23, 1880, made between the chiefs, headmen, and heads of families of a majority of the Upper and Lower Yanktonais, Uncapapas, and Blackfeet Sioux Indians (Standing Rock Agency), Two Kettle, Sans Arc, Minneconjou, and Blackfeet Sioux Indians (Cheyenne River Agency), Lower Yanktonais Indians (Crow Creek Agency), Lower Brulé Sioux Indians (Lower Brulé Agency), Ogalalla Sioux Indians (Pine Ridge Agency), Brulé, Loafer, Wahzahzah, Minneconjou, and Mixed Sioux Indians (Rosebud Agency), severally occupying the Sioux Indian Reservation in the Territory of Dakota, parties of the first part, and the Dakota Central Railway Company, party of the second part, grants to said railway company—

A right of way not exceeding 200 feet in width extending over and across the Sioux Indian Reservation, commencing at a point on the west bank of the Missouri River, at or near the mouth of Bad River, running in a westerly direction on the line surveyed and located by the said Dakota Central Railway Company from West Pierre up Bad River to North Fork, up North Fork to Lead Gap Creek, down ——— Gap Creek to Cheyenne River, up Cheyenne River Valley to North Fork Cheyenne, up said Fork to western boundary of the reservation, with the right to construct, operate, and maintain a line of railway thereon.

Also the right to occupy and hold along the line of said railway exclusively for railway purposes, not exceeding 160 acres of land at any one point.

Consideration to be paid by said railway company, as follows: (a.) For right of way at the rate of \$110 per mile, one-half to be paid prior to the commencement of the construction of the road and the residue when the work of construction beyond 100 miles distant from the Missouri River shall commence. (b.) For the use and occupancy of station grounds, the sum of \$4 per acre. Payment to be made at such places, at such times, and in such manner as the Secretary of the Interior may direct.

Also the right to open and use in connection with said railway a wagon road upon the line of said railway, as located by said company, with the privilege of connecting the same with the Black Hills, or with any wagon road intersecting or near the line of said railway over and across the reservation.

The above-mentioned agreement is signed by the chiefs, headmen, and heads of a majority of families of the Upper and Lower Yanktonais, Uncapapas, and Blackfeet Indians (Standing Rock Agency), Brulé, Loafer, Wahzahzah, Minneconjou, and Mixed Sioux Indians (Rosebud Agency), and Ogalalla Sioux (Pine Ridge Agency).

No. 3.

Agreement, dated December 31, 1880, between the same parties and substantially to same effect as agreement No. 2, except that it provides that for all lands taken east of the river the price to be paid shall be \$5 per acre, signed by the chiefs, headmen, and heads of a majority of families of the Brulé Sioux (Lower Brulé Agency), and the Lower Yanktonais Sioux (Crow Creek Agency).

Said three agreements were severally accepted by the Dakota Central Railway Company, and were approved by the Department on June 12, 1880, and July 7, 1881.

On the last mentioned date a map of preliminary survey of the line of road through the reservation, also bond of the company in \$25,000, conditioned upon the faithful performance of the several agreements hereinbefore mentioned, was accepted and approved by the Department, and on the 18th July, 1881, a map of definite location of the section of land on the west bank of the Missouri River, selected by the railway company under the agreement of June 12, 1880, was also approved.

Under said agreements the Dakota Central Railway Company has made the following payments to the Department for the use of the Sioux Indians, viz:

July 12, 1881, for section (640 acres) west of Missouri River at \$5 per acre, \$3,200 00	
October 11, 1881, for 75 acres taken for right of way on Old Winnebago Sioux Reserve, east of the Missouri, according to map of definite location filed and approved, at \$5 per acre	375 00
Total	3,575 00

Which amount has been deposited in the Treasury pending Congressional action on said agreements. In accordance with the instructions contained in Department letter of the 10th March last, I now have the honor to submit the draft of a bill to accept and ratify said several agreements, as made, for transmission to Congress for its consideration and action.

Full copies of the several agreements are set out in the bill.

Very respectfully, your obedient servant,

H. PRICE,
Commissioner.

The SECRETARY OF THE INTERIOR.

A BILL to accept and ratify certain agreements made with the Sioux Indians, and to grant a right of way to the Dakota Central Railway Company throughout the Sioux Reservation in Dakota.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That three certain agreements now on file in the Department of the Interior, bearing date respectively the twelfth day of June, eighteen hundred and eighty, and the twenty-third and thirty-first days of December, eighteen hundred and eighty, made between the several tribes and bands of Sioux Indians occupying the Great Sioux Reservation, in the Territory of Dakota, acting under the supervision and by and with the approval of the Secretary of the Interior of the one part, and the Dakota Central Railway Company, a corporation organized under the laws of the Territory of Dakota, of the other part, be and the same are hereby ratified and confirmed; and that a right of way through said reservation, not exceeding two hundred feet in width, with the use and occupancy of grounds adjacent thereto for depots, stations, machine-shops, and so forth, as mentioned in said agreements, and according to the plans of route and survey already or hereafter to be filed and approved in the Department of the Interior, be, and the same are hereby, granted to the said Dakota Central Railway Company, its successors and assigns. Said agreements are respectively in the words and figures following:

"This agreement, made this twelfth day of June, A. D. 1880, by and between the Sioux Indians, resident upon the reservation in the Territory of Dakota, represented by their chiefs and headmen, and acting under the supervision and with the approval of the Secretary of the Interior of the United States, and the Dakota Central Railway Company, a body corporate of said Territory of Dakota, witnesseth:

"That said tribes of Sioux Indians do hereby grant to said railway company the right to occupy one section of land on the western bank of the Missouri River, at or near Fort Pierre, in said Territory, for a freight depot and for the residence of its employes necessarily engaged in the operation of its road, and in forwarding freight transported by said company to the Missouri River and for no other purpose, and to be occupied under such regulations as the Secretary of the Interior may prescribe for the protection of the Indians. Said section of land to be definitely located by said railway company as soon as the necessary surveys have been made to determine the point at which the road of said company shall strike the Missouri River.

"And the said Indians do hereby grant to said railway company the right to construct and operate a wagon road by the nearest and most practicable route from the point where said freight depot may be located to intersect the wagon road running west from Fort Pierre to the Black Hills, said wagon road not to exceed two hundred feet in width, and to be used for no other purpose except the passage of freight with teams.

"The grants herein contained are made upon the express condition that said railway company shall, before entering upon the possession of said land, pay to said tribes of Indians, in such manner as the Secretary of the Interior may direct, the sum of three thousand two hundred dollars for the use and occupancy of said section, and the further sum of five dollars per acre for the land which may be used by said company for the wagon road aforesaid.

"And the said Dakota Central Railway Company hereby agrees to use said section of land, and the said wagon road to be constructed as aforesaid, for the sole and exclusive purpose of trade and intercourse by its own officers and employes, as expressed in the foregoing. And further to exclude all intruders and persons not in the employ of said company and authorized to go upon or use said land and road; and to at all times observe, aid, and assist in the enforcement of the intercourse laws and the rules and regulations prescribed or to be prescribed from time to time by the Secretary of the Interior for the benefit and protection of the said Indians.

"And upon failure on the part of said company to perform in full and in good faith all the requirements of this agreement, it is hereby stipulated by the parties hereto that all rights of said company in and to the said section of land and wagon road shall be forfeited and shall cease and determine; and the Secretary of the Interior at his discretion may decide and declare the said forfeiture, and, upon written notice to the said company, may take possession and control of the lands and roads aforesaid for the use and benefit of the said Indians.

"It is also further stipulated and agreed that the grant of right of way for said wagon road herein made and accepted, and the use thereof shall cease and determine on the part of said railroad company whenever it shall construct and complete a railroad from the Missouri River westward through and across the said Indian reservation in Dakota, or so far as to intersect and connect with the road known as the Fort Pierre and Black Hills Wagon Road in said Territory, but the use and enjoyment of the section of land hereinbefore granted shall continue in the said company subject to the conditions aforesaid, as long as the same shall continue to be embraced within the bounds of the Indian reservation.

"It is agreed and understood that the foregoing grants, stipulations, and agreements, shall include and be binding upon the successors and assigns of the said railroad company as fully as though previously named herein.

"In witness whereof we have hereunto set our hands and seals at the city of Washington, on the day and date above written.

JOHN GRASS, his x mark.
THUNDER HAWK, his x mark.
BIG HEAD, his x mark.
TWO BEARS, his x mark.
BULL EAGLE, his x mark.
CHARGER, his x mark.
IRON WING, his x mark.
BLACK CROW, his x mark.
RED CLOUD, his x mark.
SPOTTED TAIL, his x mark.

BROTHER-TO-ALL, his x mark.
JAMES BROADHEAD, his x mark.
MEDICINE BULL, his x mark.
LIKE-THE-BEAR, his x mark.
TWO-STRIKE, his x mark.
WHITE THUNDER, his x mark.
RED DOG, his x mark.
AMERICAN HORSE, his x mark.
RED SHIRT, his x mark.
LITTLE WOUND, his x mark.

"We certify that the foregoing agreement was read and explained by us, and was fully understood by the above-named Indians before signing the same.

CHARLES TALKETT,
LOUIS ROBIDEAUX,
Official Interpreters.

"Attest:

ALONZO BELL,
Asst. Secretary Interior.
WM. J. POLLOCK,
Indian Inspector.

"Approved:

C. SCHURZ, *Secretary.*"

"The Dakota Central Company, party to a certain agreement made at the city of Washington by and between the Sioux Indians and said company on the twelfth day of June, A. D. eighteen hundred and eighty, signed and executed by John Grass, Thunder Hawk, Big Head, Two Bears, Bull Eagle, Red Cloud, Spotted Tail, and twelve other chiefs of said Indian tribe, and approved by C. Schurz, Secretary of the Interior, hereby in its own behalf, by its duly authorized officers and corporate seal accepts, confirms, and ratifies said agreement as of the day and date aforesaid as fully and to all intents and purposes as though the same had been on that day actually signed and executed by said company.

"In witness whereof said Dakota Central Railway Company has caused these presents to be signed by its president and its corporate seal to be affixed this third day of August, eighteen hundred and eighty.

[SEAL.]

DAKOTA CENTRAL RAILWAY COMPANY,
By ALBERT KEEP, *President.*

"Attest:

J. B. REDFIELD, *Secretary.*

"Articles of agreement made and entered into this 23d day of December, 1880, between the undersigned chiefs, headmen, and heads of families of a majority of the Upper and Lower Yanktonnais, Uncapapas, and Blackfeet Sioux Indians, Standing Rock Agency; Two Kettle, Sans Arc, Minneconjou, and Blackfeet Sioux Indians, Cheyenne River Agency; Lower Yanktonnais Sioux Indians, Crow Creek Agency; Lower Brule Sioux Indians, Lower Brule Agency; Ogalala Sioux Indians, Pine Ridge Agency; Brule, Loafer, Wahzahzah, Minneconjou and mixed Sioux Indians, Rosebud Agency; severally occupying the Sioux Indian Reservation in the Territory of Dakota, parties of the first part, and the Dakota Central Railway Company, party of the second part, witnesseth:

"That the said tribes of Sioux Indians, parties of the first part, for the considerations hereinafter mentioned, do hereby consent and agree that the said Dakota Central Railway Company, its successors and assigns, parties of the second part, shall have the free and undisturbed right to locate, construct, operate, and maintain its line of railway, commencing at a point on the west bank of the Missouri River at or near the mouth of Bad River, running in a westerly direction on the line surveyed and located by the said Dakota Central Railway, from West Pierre up Bad River to North Fork, up North Fork to Lead Gap Creek, down Gap Creek to Cheyenne River, up Cheyenne River Valley to North Fork Cheyenne, up said fork to western boundary of said Sioux Indian Reservation in Dakota Territory; and the right is hereby granted to occupy and hold for the use of the said railway company, its successors, and assigns, a strip of land not exceeding two hundred feet in width, extending the entire length of said line of railway, over and across the Great Sioux Indian Reservation in said Territory of Dakota.

"In consideration whereof the said railway company, party of the second part, doth hereby for itself, its successors and assigns, covenant and agree that it will, prior to the commencement of the construction of its said road through the Territory above named, pay or cause to be paid to the United States, or its regularly authorized agent or agents, for the sole use and benefit of the said Indians, parties of the first part, the sum of one hundred and ten dollars per mile not exceeding two hundred feet in width, for the lands located on the line as surveyed by the Dakota Central Railway Company, as shown by plats thereof filed by said railway company with the honorable the Secretary of the Interior on the ——— day of ———, 188—.* It is further covenanted and agreed by the said railway company, party of the second part, its successors and assigns, that upon the commencement or beginning of the work of constructing said railway a sum of money equal to one-half of the full amount to be paid for the sole use and benefit of said Indians, parties of the first part, shall be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct. It is further covenanted and agreed that upon the commencement or beginning of the work of constructing the said railway beyond one hundred miles distant from the Missouri River the railway company, party of the second part, its successors and assigns, shall pay to the said Indians, parties of the first part, the remaining one-half and residue of the amount of money herein stipulated for the construction and operation of said railway, to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct.

"It is further covenanted and agreed that the Dakota Central Railway Company, its successors and assigns, shall have the right to occupy and hold along the line of said railway exclusively for railway purposes, not exceeding one hundred and sixty acres of land at any one point, the consideration thereof being four dollars per acre, the same to be paid at such places, at such times, and in such manner as the honorable the Secretary of the Interior may hereafter direct.

"It is further covenanted and agreed that the said railway company, its successors and assigns, shall have the right to open and use for the purpose of constructing and operating said railway, a wagon road upon the line of said railway as located by the engineers or said railway company, together with the privilege of connecting the same with the Black Hills, or with any wagon road intersecting or near the line of said railway over and across the Great Sioux Indian Reservation.

"And for the considerations aforesaid, the said Indians, parties of the first part, do hereby solemnly bind themselves and the tribes to which they respectively belong, at all times hereafter to protect the said Dakota Central Railway Company, party of the second part, its successors and assigns, and its employes in the peaceful location, construction, and operation of its said railway over and across the Great Sioux Indian Reservation.

"The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs, headmen, and heads of a majority of families of the various Sioux Indians, receiving rations and annuities at the agencies hereinbefore mentioned, in the said Territory of Dakota, do hereby consent and agree to all stipulations therein contained.

"Witness our hands and seals at Standing Rock, in the Territory of Dakota, this 23d day of December, 1880, for the Upper and Lower Yanktonnais, Uncapapas, and Blackfeet Indians, of the Sioux Nation.

[Seal attached to each name.]

JOHN GRASS,	his x mark.	SHOOTER,	his x mark.
THUNDER HAWK,	his x mark.	NOT-AFRAID-OF-ANYTHING,	
MAD BEAR,	his x mark.		his x mark.
WOLF'S NECKLACE,	his x mark.	MEDICINE SOLDIER,	his x mark.
SITTING CROW,	his x mark.	SWIFT CLOUD,	his x mark.
BULL HEAD,	his x mark.	IRON SHIELD,	his x mark.
HIGH EAGLE,	his x mark.	BEADED MOCCASIN,	his x mark.
FIRE HEART, jr.,	his x mark.	CHASING EAGLE,	his x mark.
BEAR'S FACE,	his x mark.	BUZZARD,	his x mark.
IRON HORN,	his x mark.	COLD HAND,	his x mark.
WALKING SHOOTING,	his x mark.	ATTACKING EAGLE,	his x mark.
RED HORSE,	his x mark.	BALD HEAD,	his x mark.
	<i>Chiefs.</i>	LONG SOLDIER, <i>Chief,</i>	his x mark.
BAD HAND,	his x mark.	ALIEN AGARD,	his x mark.
MOUSE EYE,	his x mark.	RUSHING EAGLE,	his x mark.
FIRE HEART,	his x mark.	RUNNING WALKING,	his x mark.
WHITE BEAR,	his x mark.	LOUD THUNDER,	his x mark.

* Map of preliminary survey, filed December 31, 1880.

RED TOMMYHAWK,	his x mark.	EAGLE KEEPER,	his x mark.
STANDING ELK,	his x mark.	BIG FOX,	his x mark.
BLACK WHITE MAN,	his x mark.	SITTING HAWK,	his x mark.
RED WEASLE,	his x mark.	MANY CROWS,	his x mark.
CROW FEATHER,	his x mark.	BLACK BIRD,	his x mark.
LITTLE DOG,	his x mark.	BEAR'S RIBS, <i>Chief</i> ,	his x mark.
PRETENDED EAGLE,	his x mark.	RUSHING EAGLE,	his x mark.
FAST HORSE,	his x mark.	TWO BIRDS,	his x mark.
BLUE THUNDER,	his x mark.	BURNED,	his x mark.
HERMORPHRODITE,	his x mark.	RED SHIELD,	his x mark.
MAGPIE EAGLE,	his x mark.	BOBTAIL ELK,	his x mark.
CENTRE,	his x mark.		

"We certify that the foregoing agreement was read and explained by me, and was fully understood by the above-named Indians before signing the same.

JOSEPH PRIMAEU,
CHARLES PRIMAEU,
Official Interpreters.
CHARLES PRIMEAU,
Interpreter.

STANDING ROCK AGENCY, December 23, 1880.

Attest:

EDWIN P. BRENER,
Second Lieut., U. S. A.

JAMES H. STEWART,
Clerk, Acting U. S. Indian Agent, Standing Rock Indian Agency.

I. H. MILLER,
Store-keeper, Standing Rock Agency.

J. F. WANBAUGH.

F. J. QUINLAN,
Agency Physician.

HERMANN KARBERG,
Indian Trader.

WINFIELD S. EDGERLY,
1st Lieut. 7th Cavalry.

ROBERT S. GARDNER,
U. S. Indian Inspector.

MARVIN HUGHITT,
2nd Vice-Pres. & Gen'l Manager C. & N. W. R'y and Dakota Central R'y Cos.

By GEO. J. BLISS,
Special Agent.

"Witness our hands and seals at Rosebud Agency, in the Territory of Dakota, this 12th day of January, 1881, for the Brulé, Loafer, Wahzahzah, Minneconjou, and mixed Sioux Indians of the Sioux Nation.

[Seals attached to each name.]

SPOTTED TAIL, jr.,	his x mark.	CRAZY ELK,	his x mark.
WHITE THUNDER,	his x mark.	RING CLOUD,	his x mark.
TWO STRIKE,	his x mark.	FOUR HORNS,	his x mark.
SWIFT BEAR,	his x mark.	LONG PUMPKIN,	his x mark.
CRAZY HORSE,	his x mark.	LITTLE EAGLE,	his x mark.
STRANGER HORSE,	his x mark.	WHITE BULL,	his x mark.
QUICK BEAR,	his x mark.	SPREADS-HIS-LEGS,	his x mark.
<i>Chiefs.</i>		EAGLE MAN,	his x mark.
HIGH BEAR,	his x mark.	SHOOTING CAT,	his x mark.
MUGGINS,	his x mark.	IRON HEART,	his x mark.
GOOD EAGLE,	his x mark.	CRAZY CAT,	his x mark.
THUNDER HAWK,	his x mark.	COOK,	his x mark.
HE DOG,	his x mark.	WHITE THUNDER (WAH),	his x mark.
SKY BULL,	his x mark.	WHITE BEAR,	his x mark.
TWO HEART,	his x mark.	BLACK HORN,	his x mark.
RING THUNDER, <i>Chief</i> ,	his x mark.	BEAR HEAD,	his x mark.
BIG TURKEY,	his x mark.	LONG FACE,	his x mark.
WHITE FINGER NAILS,	his x mark.	PINE SHOOTER,	his x mark.
CHASING HAWK,	his x mark.	CALF SKIN ROBE,	his x mark.
MULE HEAD,	his x mark.	MILK, <i>Chief</i> ,	his x mark.
WHIRLWIND SOLDIER,	his x mark.	TWO STRIKE, jr.,	his x mark.
SPOTTED EAGLE,	his x mark.	CROW EAGLE,	his x mark.
WALKING EAGLE,	his x mark.	SPOTTED TAIL, <i>Chief</i> ,	his x mark.

8 RIGHT OF WAY THROUGH SIOUX RESERVATION, DAKOTA.

"We certify that the foregoing agreement was read and explained by us, and was fully understood by the above-named Indians before signing the same.

LOUIS RICHARD,
Official Interpreter.
LOUIS ROBIDEAUX,
Special Interpreter.

ROSEBUB AGENCY, D. T., January 12, 1881.

"Attest:

THOMAS H. CAMPBELL,
Agency Miller.
HENRY LELAR,
Agency Clerk.
JOHN COOK,
U. S. Ind. Agent.
ROBERT S. GARDNER,
U. S. Indian Inspector.
MARVIN HUGHITT,
*2nd Vice-President and Gen'l Manager of the
C. & N. W. R'y and Dakota Central R'y Cos.*
By GEO. J. BLISS,
Special Ag't.

"Witness our hands and seals at Pine Ridge Agency, Dakota, in the territory of Dakota, this 18th day of January, 1881, for the Ogalala Sioux of the Sioux Nations.

[Seal attached to each name.]

YOUNG-MAN-AFRAID-OF-HIS-HORSES,	his x mark.	SPOTTED COW,	his x mark.
RED DOG,	his x mark.	BONE NECKLACE,	his x mark.
LITTLE BIG MAN,	his x mark.	BIG WOLF,	his x mark.
BLACK BEAR,	his x mark.	FEATHER-ON-HEAD,	his x mark.
NO WATER,	his x mark.	BLACK BEAR,	his x mark.
BLUE HORSE,	his x mark.	BRIBGE,	his x mark.
<i>Chiefs.</i>		HAND,	his x mark.
GAP,	his x mark.	WOMAN'S DRESS, <i>Chief,</i>	his x mark.
BLACK HAWK,	his x mark.	RED SHIRT, <i>Chief,</i>	his x mark.
JOE,	his x mark.	CROOKED EYES,	his x mark.
LITTLE BULL,	his x mark.	CAT PENIS,	his x mark.
WHITE BIRD, <i>Chief,</i>	his x mark.	BLACK HORSE OWNER,	his x mark.
FLY,	his x mark.	LITTLE CROW,	his x mark.
RED SACK,	his x mark.	WOLF EARS,	his x mark.
GOES FLYING,	his x mark.	HIGH WOLF,	his x mark.
LONE DOG,	his x mark.	WHITE COW MAN,	his x mark.
BLUE SHIELD,	his x mark.	FLAT IRON,	his x mark.
FAST HORSE, <i>Chief,</i>	his x mark.	BEAR ROBE,	his x mark.
PUMPKIN SEED,	his x mark.	IRON HORSE,	his x mark.
CRAZY HEART,	his x mark.	LONE WOLF,	his x mark.
STANDS FIRST,	his x mark.	FIRE LIGHTING,	his x mark.
GALL,	his x mark.	BAD WOUND,	his x mark.
CHARGING WOLF,	his x mark.	HIGH BEAR,	his x mark.
NO FLESH, <i>Chief,</i>	his x mark.	REVENGER,	his x mark.
JOHN BEAR,	his x mark.	BIG FOOT,	his x mark.
BIG RIBS,	his x mark.	CAPTAIN SWORDS, <i>Chief,</i>	his x mark.
WALKS LOW,	his x mark.	BEAR BRAINS,	his x mark.
		RED CLOUD, <i>Chief,</i>	his x mark.

"We certify that the foregoing agreement was read and explained by us, and was fully understood by the above-named Indians before signing the same.

FRANK WHITE,
Official Interpreter.
CHARLES TALKETT,
Special Interpreter.

"Attest:

J. W. ALDER, *Agency Clerk.*
FRANK STEWART, *Storekeeper.*
V. T. MCGILLYCUDDY, *U. S. Ind. Agt.*
E. J. DE BELL, *Agency Physician.*
ROBERT S. GARDNER, *U. S. Indian Inspector.*
MARVIN HUGHITT,
*2nd Vice-Pres't and General Manager
C. & N. W. R'y and Dakota Central R'y Co's.*
By GEO. J. BLISS, *Special Agent.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF THE SECRETARY,
July 7, 1881.

The within agreement is hereby approved.

S. J. KIRKWOOD,
Secretary.

"Whereas a certain agreement was made December 23rd, 1880, at Standing Rock Agency, in the Territory of Dakota, by and between the Sioux Indians, parties of the first part, and the Dakota Central Railway Company, party of the second part, signed and executed on that day by John Grass, Thunder Hawk, Mad Bear, and 52 others;

"Also signed and executed at Rosebud Agency on the 12th day of January, A. D. 1881, by Spotted Tail, jr., White Thunder, Two Strike, and 42 others;

"Also signed and executed at Pine Ridge Agency on the 18th day of January, A. D. 1881, by Young-Man-Afraid-of-his-Horses, Red Dog, Little Big Man, and 51 others;

"And whereas the said agreement is executed on the part of the second party as follows, to wit: Marvin Hughitt, 2nd vice-president and general manager C. & N. W. R'y & Dakota Central R'y Co's, by Geo. J. Bliss, special agent:

"Now, therefore, the Dakota Central Railway Company, in its own behalf, by its duly authorized officers and corporate seal, accepts, confirms, and ratifies said agreement as of the day and date aforesaid as fully and to all intents and purposes as though the same had been on that day actually signed and executed by said company.

"In witness whereof said Dakota Central Railway Company has caused these presents to be signed by its president and its corporate seal to be affixed this first day of July, A. D. eighteen hundred and eighty-one.

DAKOTA CENTRAL RAILWAY COMPANY,
By ALBERT KEEP, *President.*

[SEAL.]

"Attest:

J. B. REDFIELD,
Secretary.

"Articles of agreement made and entered into this 31st day of December, A. D. 1880, between the chiefs, headmen, and heads of families of a majority of the Upper and Lower Yanktonais, Uncapapas, and Blackfeet Sioux Indians, Standing Rock Agency; Two Kettle, Sans Arc, Minneconjou, and Blackfeet Sioux Indians, Cheyenne River Agency; Lower Yanktonais Sioux Indians, Crow Creek Agency; Lower Brule Sioux Indians, Lower Brule Agency; Ogalala Sioux Indians, Pine River Agency; Brule Loafer, Wahzabzah, Minneconjou, and Mixed Sioux Indians, Rosebud Agency; severally occupying the Sioux Indian Reservation, in the Territory of Dakota, parties of the first part, and the Dakota Central Railway Company, a corporation of the Territory of Dakota, party of the second part, witnesseth:

"That the said tribes and bands of Sioux Indians do hereby grant to said railway company, its successors and assigns, the right to hold and occupy (in addition to the section of land heretofore granted by the Sioux Nation of Indians to said railway company for railway purposes only, at or near Fort Pierre, on the west bank of the Missouri River) the right of way for its said railway across said reservation in a westerly direction from Fort Pierre. Said railway commencing at a point on the west bank of the Missouri River at or near Fort Pierre, running from thence up Bad River to its North Fork, thence up said North Fork of Bad River to the head of Gap Creek, thence down Gap Creek to the Cheyenne River, thence up the Cheyenne River Valley to the mouth of the North Fork of Cheyenne River, thence up the North Fork of Cheyenne River to the western boundary of the reservation on the line surveyed and located by said Dakota Central Railway Company; and the said Indians, parties of the first part, do hereby consent and agree that the said railway company, its successors and assigns, shall have the free and undisturbed right to locate, construct, operate, and maintain its line of railway along said right of way hereby granted, which said line and right of way may be varied in case it shall be necessary at any point for engineering purposes to vary such surveyed and located line, but not to vary the general direction, route, or terminus of said surveyed and located line.

"It is further covenanted and agreed that the said railway company, its successor and assigns, shall have the right to occupy and hold along the line of said railway exclusively for railway purposes, lands necessary for station-houses, water-tanks, and other railway purposes, not exceeding one hundred and sixty acres of land at any one point, and said stations not to be nearer than ten miles of each other.

"It is further covenanted and agreed that the said railway company, its successors and assigns, shall have the right to open and use for the purpose of constructing and operating said railway a wagon road upon the line of said railway as located by the

engineers of said railway company, together with the privilege of connecting the same with the Black Hills, or with any wagon road intersecting or near the line of said railway, over and across the Great Sioux Indian Reservation. In consideration whereof the said railway company, party of the second part, for itself, its successors, and assigns, doth hereby covenant and agree, that it will, before the commencement of the construction of its said road, along the right of way above named, in addition to the sum of five dollars per acre, which it has heretofore covenanted to pay for the section of land on the west bank of the Missouri River, at or near Fort Pierre, hereinafter specified, pay, or caused to be paid, to the United States, or its regularly authorized agent or agents, for the sole use and benefit of the said Indians, parties of the first part, the sum of one hundred and ten dollars per mile for said right of way, not exceeding two hundred feet in width on the line as surveyed and located by said railway company, as shown by the plats thereof filed by said company, filed with the honorable the Secretary of the Interior on the thirty-first day of December, A. D. 1880, and that said railway company will also pay to the United States in like manner for the exclusive use of the Indians the further sum of four dollars per acre for any additional amount of land which may be required and occupied for stations, water-tanks, or other railway purposes, not exceeding one hundred and sixty acres at any one point, as hereinbefore specified; such payment to be made in all cases before said railway company shall enter upon, use, or occupy such land, and also five dollars per acre for any part of their reservation east of the Missouri River occupied by said line of railway.

"And for the considerations aforesaid the said Indian, parties of the first part, do hereby solemnly bind themselves and the tribes and bands to which they respectively belong, at all times hereafter to protect the said Dakota Central Railway Company, party of the second part, its successors and assigns, and its employés in the peaceful location, construction, and operation of its said railway over and across the said reservation.

"The foregoing articles of agreement having been fully explained to us in open council, we, the undersigned chiefs, headmen, and heads of the majority of families of the various Sioux Indians, receiving rations and annuities at the agency hereinbefore mentioned, in the said Territory of Dakota, do hereby consent and agree to all the stipulations therein contained.

"Witness our hands and seals, at Washington, this thirty-first day of December, A. D. 1880, for the Brulé Sioux of Lower Brulé Agency, Dakota.

IRON NATION,	his x mark.	LITTLE PHEASANT,	his x mark.
MEDICINE BULL,	his x mark.	BULL HEAD,	his x mark.
DEAD HAND,	his x mark.	BIG MANE,	his x mark.
HANDSOME ELK,	his x mark.	BEAR BIRD,	his x mark.

"I certify that the foregoing was explained by me and fully understood by the above-named Indians before signing.

MARK WELLS, *Interpreter.*
ALEXANDER RENCOUNTRE,
Chief Herder and Act'g Interpreter.

DAKOTA CENTRAL RAILWAY COMPANY,
By B. C. COOK, *General Solicitor.*

"For the Yanktonnais of Crow Creek Agency, Dakota :

WHITE GHOST, his x mark.
WIZI, his x mark.
DOG BACK, his x mark.
DON'T KNOW HOW, his x mark.

"I certify that the foregoing was explained by me and fully understood by the above Indians before signing.

MARK WELLS, *Interpreter.*
ALEXANDER RENCOUNTRE,
Chief Herder and Act'g Interpreter.

THE DAKOTA CENTRAL RAILWAY COMPANY,
By B. C. COOK, *General Solicitor.*

"The chiefs, headmen, and heads of families of the Cheyenne River Sioux Indians, at Washington, D. C., this thirty-first day of December, A. D. 1880 :

RATTLING RIB, his x mark.
LITTLE NO HEART, his x mark.
BLUE COAT, his x mark.
FOUR BEAR, his x mark.

"I certify that the foregoing was explained by me and fully understood by the above-named Indians before signing.

MARK WELLS, *Interpreter.*
ALEXANDER RENCOUNTRE,
Chief Herder and Ass't Interpreter.

THE DAKOTA CENTRAL RAILWAY COMPANY,
By B. C. COOK, *General Solicitor.*

"DEPARTMENT OF THE INTERIOR, July 7, 1881.

Approved :

S. J. KIRKWOOD,
Secretary."

"Whereas an agreement was made at the city of Washington, D. C., bearing date December thirty-first, A. D. eighteen hundred and eighty, by and between the Sioux Indians, parties of the first part, and the Dakota Central Railway Company, party of the second part, signed and executed on the part of the parties of the first part by 'Iron Nation,' 'Dead Hand,' 'Little Pheasant,' and 5 others of the Brulé Sioux of Lower Brulé Agency, Dakota. Also signed by 4 others of the Yanktonais, of Crow Creek Agency, Dakota, and by 4 others of the Cheyenne River Sioux Indians.

"And whereas the said agreement was executed on the part of the Dakota Central Railway Company by 'B. C. Cook, general solicitor:'

"Now, therefore, the Dakota Central Railway Company, in its own behalf, by its duly authorized officers and corporate seal, accepts, confirms, and ratifies said agreement as of the day and date aforesaid as fully and to all intents and purposes as though the same had been on that day actually signed and executed by said company.

"In witness whereof said Dakota Central Railway Company has caused these presents to be signed by its president, and its corporate seal to be affixed this first day of July, A. D. eighteen hundred and eighty-one.

[SEAL.]

DAKOTA CENTRAL RAILWAY COMPANY,
By ALBERT KEEP, *President.*

"Attest:

J. B. REDFIELD, *Secretary."*

SEC. 2. That whenever the right of way and lands, the use and occupancy whereof is hereby granted, shall cease to be used for the purposes aforesaid the same shall revert to the United States.

SEC. 3. That Congress hereby reserves the right at any time to alter, amend, or repeal this act or any part thereof.