

THE KIOWA-COMANCHE RESERVATION IN THE 1890's

By Forrest D. Monahan, Jr.*

By the late Nineteenth Century the United States had become an industrial nation and its society was transformed into one dominated by corporate and collective forces. Gigantic companies and unions expressed the new forces in American life. Scattered around this industrial nation, tucked away in far off corners, were the remnants of much older cultures, which antedated by centuries the Jamestown and Plymouth Rock settlements. These were the homes of original Americans, the Indians, now confined to reservations. One of these reserves was in southwestern Oklahoma Territory, formerly Indian Territory. Bounded on the east by the Ninety-eighth Meridian, on the north by the Washita River, on the west by North Red River, and on the south by the Red River, it contained about three million acres.¹ Here dwelled three tribes: the Kiows, Comanche, and Kiowa-Apache. During the 1890's, Anglo-American settlers were rapidly moving into vacant lands of Oklahoma and Texas, so that the reservation became an island in a sea of white settlement.² Located in a moderate climate, it had a rolling prairie surface, and parts of it were well watered.³ Its grasslands were rich and along the creeks there was much timber. Bisecting the reserve from east to west were the Wichita Mountains, granitic intrusions which rose in stark contrast above the prairies. It was only natural

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¹ The Original boundary was delineated in the Treaty of Medicine Lodge Creek. Charles J. Kappler, *Indian Affairs, Laws and Treaties*, 3 vols. (Washington, U.S. Government, 1904-1913) II, 977-978. Referred to hereinafter as Kappler, *Laws and Treaties* with the appropriate volume and page number. Uncertainty as to whether the north fork or the south fork of Red River was the main stream allowed Texans to settle between the two rivers; this area was known as Greer County. The United States Supreme Court decided against Texas. The land was attached to Oklahoma rather than to the reservation. See Roy Gittinger, *The Formation of the State of Oklahoma* (Norman, University of Oklahoma, 1959), 203-204. See also Edwin C. McReynolds, *Oklahoma, A History of the Sooner State* (Norman, University of Oklahoma, 1964), 301-302.

² Gittinger, *The Formation of the State of Oklahoma*, pp. 184-210; McReynolds, *Oklahoma, A History of the Sooner State*, pp. 281-307.

³ Commissioner of Indian Affairs, *Report for 1888*, pp. 226-227.

that the sparsely occupied reservation should receive the attention of whites who were becoming more numerous and crowded in the surrounding land. Whites of all sorts clamored continually during this decade to occupy the reserve. The Indian Department was deeply concerned with how to reconcile white demands and Indian interests. One of the groups, the cattlemen, proved easy to deal with. By a three-way agreement between the Government, the Indians, and the cattlemen, the latter leased the reservation grasslands and paid the tribes for the privilege.⁴

Others were more difficult. The most obstreperous were settlers who believed that land not under cultivation should be free for the taking. They gathered on all sides of the reservation and slipped over the line, hoping to avoid official discovery. The most flagrant violations took place at the "strip" on the reservation's north side, where an indefinite boundary gave white settlers the chance to push their claims. The line ran from the Ninety-eighth Meridian along the Washita River to a point thirty miles above Fort Cobb; from that point the boundary went due west to North Red River.⁵ Because of the many turns in the Washita, it was not certain where the boundary ran due west. White settlers began moving into a river bend which the Indians and their agent believed to be reservation land. The place was some thirty-five miles west of the Anadarko Agency, near present Mountain View,⁶ and its rich bottom land soil was excellent for farming. In addition to occupying Indian claimed land, the settlement was a haven for trespassers who went on the reservation to steal cattle or to cut timber, or merely for stock grazing, thereby getting free grass.⁷

Collisions with Indians were frequent. White people's hogs wandered into Indian fields and gardens, consuming everything they found.⁸ Other whites, finding an Indian absent from his home, put his lumber in a wagon and hauled it away. The Indian followed the tracks straight into the settlement.⁹ There were cases of white assault on Indians. One man named Dozier wantonly beat a Kiowa boy so that his face was black and blue for three weeks. Authorities who investigated the beating said it was with-

⁴ Commissioner of Indian Affairs, *Report for 1892*, p. 387. There were of course differences and disputes in the pasturing of so many animals. But the lease agreements provided a framework for settling them to the advantage of cattlemen and Indians.

⁵ Kappeler, *Lawns and Frontiers*, II, pp. 977-978.

⁶ Frank B. Baldwin to Commissioner of Indian Affairs, January 22, 1895, Kiowa Agency, Letterbook K-44, Oklahoma Historical Society. Hereinafter this series of records will be cited by Letterbook number only. For other series, the depositary will be cited as KA, OHS, Baldwin was a Brevet Major in the Army, serving on detached duty.

⁷ *Ibid.*

out any just cause.¹⁰ There was also a prosperous gambling and liquor business.¹¹ Early day Mountain View was a rootin-tootin place.

The Agent's determination to be rid of the settlers was a threat to the Strip. Agent Frank D. Baldwin, on January 18, 1895, sent them notice that they were trespassing and gave them forty days to remove.¹² To which they replied that they would kill the United States Marshal, the Indian police, or anyone else who tried to move them.¹³ Before the forty days were up, the settlers had resorted to the Oklahoma territorial courts, where they obtained an injunction which restrained the Agent from further action.¹⁴ There were two questions in the case: (1) jurisdiction of the courts, and (2) the boundary line. The courts did not finally decide the case until later.¹⁵ During this time the Strip developed with no interference from the Agent. Its uncertain legal status and the prospect of quick gain attracted rough characters and immoral people.¹⁶ Their idea of property was that everything they could lay claim to was theirs. The Strip-pers allowed their cattle to wander over the reservation so that they could have pasturage rent-free.¹⁷ When the Agent had these cattle rounded up he was promptly served with a warrant, the owners alleging that the police had stolen the livestock from their own pastures and lots. Besides living on disputed property,

¹⁰ Copy of Deputy U.S. Marshal Frank Farwell to Baldwin, January 25, 1895; Letterbook K-44.

¹¹ *Ibid.*

¹² *Ibid.*

¹³ *Ibid.*

¹⁴ Proclamation of Baldwin, January 18, 1895; Letterbook K-44.

¹⁵ Agent Baldwin said that ". . . they have intimidated my police to such an extent that it is almost useless to send them away from the agency except in considerable force accompanied by one or more white men." Baldwin to Commissioner of Indian Affairs, January 22, 1895; Letterbook K-44. One of the settlers told the Deputy U.S. Marshal that the "agent, myself and the Indians could go to hell . . ." Copy of Deputy U.S. Marshal Farwell to Baldwin, January 25, 1895; Letterbook K-44.

¹⁶ Baldwin to Commissioner of Indian Affairs, March 24, 1895; Letterbook K-44.

¹⁷ *Oklahoma Report*, vol. V., Dale, case of Thomas A. Wilbourne vs. Frank Farwell, p. 204. Hereinafter referred to as *Oklahoma Report*, V.

¹⁸ A few settlers there believed the land was open to settlement. Baldwin thought there were "one or two cases" of such "honest, worthy people." Baldwin to Commissioner of Indian Affairs, February 18, 1895; Letterbook K-44. See also Baldwin to Commissioner, March 10, 1897; Letterbook K-55.

¹⁹ Baldwin to Commissioner of Indian Affairs, August 23, 1895; Letterbook K-46.

the settlers were illegally using the Indians' land and were defying the Agent's authority.¹⁸

One of the men tried to obtain his cattle which the Agent had penned at Anadarko. Appealing to the territorial courts, D. M. Ferris sued Baldwin and two Indian policemen, Little Bow and Kiowa George.¹⁹ The trial took place before a jury at El Reno; the jury found in favor of Ferris and fined Agent Baldwin one hundred and twenty-five dollars for damage to the cattle.²⁰ The significance of the case was not whether the cattle had been hurt; evidence agreed that they had grown fat from their stay on the reservation.²¹ Rather, the issue was whether whites could go on the reserve, use its resources, and benefit in perfect defiance of the Indian Department. The El Reno jury thought they could.

Encouraged by the Strippers' success, prospectors began to use the north boundary as a jumping off place for illegal entry into the Wichita Mountains. Just outside the reservation in Washita County, they established a town called Mountain City.²² The place was busy, or at least had high hopes, for it possessed a smelter. Many filibustering expeditions left from there, slipped into the mountains, and began their diggings. Some of the people established a townsite near Hatny Mountain.²³ A man promoting the scheme was William Kinman, who sent information everywhere about alleged mining riches.²⁴ The Agent warned the prospectors to remove. Unimpressed with his authority, they threatened to kill his policemen should they interfere with the mining. They changed their minds when the police did destroy their improvements, their threats being like hot air.²⁵ Kinman found that the disputed Strip was suitable for his operations. He set up an establishment there, sold town lots, and encouraged

¹⁸ Agent Baldwin said that, "they were a menace to the Indians, had examples of citizenship, and lawless." Baldwin to Judge C. R. Brooks, August 28, 1895; Letterbook K-47.

¹⁹ Baldwin to Brooks, October 2, 1895; Letterbook K-47. Baldwin said, "the cattle were twenty-five miles into the reservation and nowhere near the strip." Baldwin to Brooks, October 14, 1895; Letterbook K-47.

²⁰ Baldwin to Commissioner of Indian Affairs, August 14, 1895; Letterbook K-51.

²¹ Baldwin to Brooks, October 2, 1895; Letterbook K-47.

²² Baldwin to Commissioner of Indian Affairs, August 2, 1897; Letterbook K-55.

²³ *Ibid.*

²⁴ *Ibid.* Kinman's activities dated from at least 1894. Baldwin said of him, "He is one of the main instigators of the movement into the Wichita Mountains prospecting for minerals having a small smelter at Mountain City where he pretends to extract minerals from the ore secured on the reservation." The agent thought that Kinman was a mere promoter. *Ibid.*

²⁵ *Ibid.*

people to enter the reservation which he said was open to settlement.²⁶ Persistent, he continued his activities, cutting Indian timber even after being caught.

The Supreme Court of Oklahoma removed all legal questions about the Strip in January, 1897. Refusing to support the settlers' contentions, it held that the Interior Department and its Indian Agent had jurisdiction over the reserve; the decision's effect placed the Strip under the Indian Department's unquestioned authority.²⁷ Thus left to the Agent's mercy, the Strippers found him in no mood to forgive trespassers. Kinman, for his stubbornness, received special treatment. Police destroyed his housing and improvements, arrested him and his family, escorted them across the reservation, and expelled them near Henrietta, Texas, the farthest point from their ruined house.²⁸ The Strip people moved to another place, just across the boundary line. They no longer had their Mountain City, but they did have their Mountain View.²⁹

The new settlement, away from the Agent's menacing gestures, grew into a healthy frontier community. A railroad's arrival assured its future, the Rock Island line reaching there from Chickasha in the Spring of 1899.³⁰ A vigorous little town, its citizens constructed a road and a bridge by which they could reach the rails.³¹ Though no longer on the reservation, the settlement continued to exert an influence on the Indian land. No less than the old Strip, it was a meeting place for people who went on the reserve to rustle cattle, for timber cutters who illegal-

²⁶ Baldwin to Commissioner W. A. Jones, February 9, 1898; Letterbook K-58.

²⁷ *Oklahoma Report*, V, 266 ff. The settlers contended that their was a legal settlement on the interesting grounds that the Strip was a part of the Cheyenne and Arapahoe country opened in 1892, and moreover that the government in opening the Cheyenne and Arapahoe reservation had intended to also open the Kiowa-Comanche reservation. The court did not follow this twisted reasoning.

²⁸ Baldwin to Frank H. Farwell, January 10, 1898; Baldwin to Farwell, January 27, 1898; Letterbook K-60.

²⁹ Agent William T. Walker to Isabelle Crawford, March 25, 1899; Walker to M. A. Low, April 13, 1899; Letterbook K-69. Agent James F. Randall to Jim Barclay, July 21, 1899; Randall to Commissioner of Indian Affairs, August 9, 1899; Letterbook K-69. Randall had been a lieutenant colonel in the army from which he retired in 1895.

³⁰ The Chicago, Rock Island and Pacific building west from Chickasha reached Anadarko in February, 1899, Walker to Seymour S. Price, February 17, 1899; Letterbook K-63.

³¹ The railroad did not go directly into the town, staying in the reservation and south of the Washita. Because of this the townsmen built a road and bridge, connecting them with the Rock Island. Randall to Commissioner, August 9, 1899; Randall to Mountain View Improvement Company, August 9, 1899; Letterbook K-69.

ly cut Indian timber, and for squatters who boldly marched into the reserve and began farming.¹²

Other whites, who were legally on the reservation, took advantage of their situation to occupy land unlawfully. The Medicine Lodge Treaty of 1867 allowed each Indian family to farm three hundred and twenty acres of land.¹³ The Indian Department permitted the Indians to hire white laborers to help farm, the procedure being closely supervised by the Department. Upon presentation of the labor contract and after receiving character references, the Agent allowed the white to live on the reservation as long as he performed his duties.¹⁴ The Indians and whites used many such work agreements, the Indian paying the white in cash or in a share of the crop.¹⁵

In 1895 Henry H. Huston, a white, obtained permission to work for John D. Jackson, a Kiowa.¹⁶ For four years the man Huston remained on Jackson's farm and prospered; he farmed some four hundred acres,¹⁷ and pastured about seventy head of livestock.¹⁸ Expanding his interests he opened a store and became postmaster at Verden.¹⁹ His farming so large an acreage, his grazing cattle free on the reservation, and his store operations were without official permit, since his legal status was only that of helper to Jackson.²⁰ In September, 1899, Jackson died, at

¹² Baldwin to Jim Parley, July 21, 1890; Randlett to John P. Blackmon, September 7, 1890; Randlett to Farrell, September 20, 1890; Letterbook K-69; Randlett to W. E. Pedelek, December 1, 1890; Letterbook K-74.

¹³ Knappier, *Laws and Treaties*, II, pp. 978-979.

¹⁴ For copies of such agreements see KA, Labor Contracts, OHS.

¹⁵ The agents granted numerous labor permits each year. See for example: Baldwin to Commissioner, January 3, 1895; Baldwin to Commissioner, February 28, 1896; Baldwin to Commissioner, March 9, 1895; Letterbook K-44; Walker to Commissioner, March 27, 1890; Letterbook K-63; Randlett to Louis Courcier, July 7, 1890; Letterbook K-69; Randlett to Dr. Ferdinand Shoemaker, January 31, 1900; Letterbook K-85.

¹⁶ Pass issued for Mr. Huston, October 15, 1895; Letterbook K-83, p. 224. Huston's name appears as Houston and Huston. The text of the paper will call him Huston. The citations will use Huston or Houston, whichever appears in the document concerned.

¹⁷ Deposition of Henry Huston, January 31; Letterbook K-85, p. 231.

¹⁸ Appeal of Henry H. Huston to Commissioner of Indian Affairs; Letterbook K-83, p. 227.

¹⁹ Since he was not a licensed trader he operated the store under Jackson's name. Randlett to Commissioner, February 28, 1900; Letterbook K-83.

²⁰ Randlett said of his case, ". . . all that is shown of it prior to that time 1899 by the agency records is that on October 15, 1895, Agent Baldwin gave Huston permission to remain here as shown by attached copy of said authority labor permit."

which time Huston alleged that he had a contract with his Indian sponsor whereby he had loaned Jackson five hundred dollars and he in turn was allowed to farm until the end of 1900.⁴¹ The alleged contract was unwritten and there were no witnesses.⁴² Neither was there any evidence that Huston had paid his sponsor such a sum of money.

Huston, then, had come onto the reservation in a legal and officially approved manner. But his subsequent actions violated the agreement. He advanced rapidly from the status of laborer to a substantial farmer, prospering from the land. Moreover, his large herd of livestock was poaching on the reservation, since he did not pay for grazing rights.⁴³ He had a free farm and ranch from which he made substantial gains, and from which the Indians got little or nothing.

Agent James F. Randlett, Baldwin's successor, complained about the man and believed that he had exceeded the terms of his permit. He ordered Huston to plant no more crops after the present season and to remove his livestock and property; as he was postmaster he could, however, remain on the reservation in that capacity.⁴⁴ Defying the Agent, he expanded his farm operations, pastured his livestock, and appealed to the territorial courts.⁴⁵ Because of the decision in the Strip case, the courts ruled against the farmer, upholding the Agents' authority.⁴⁶ Having lost his case with both the Federal and Territorial authorities, he was clearly a squatter with no rights on the reserve. Not wanting to lose his farm, he joined a Chickasha

⁴¹ The contract was to run from September 1, 1899, to August 31, 1900. *Ibid.*

⁴² Huston said that Reverend John J. Methvin had witnessed the arrangement with Jackson's widow. Appeal of Henry H. Huston to Commissioner of Indian Affairs; Letterbook K-83, p. 227. Methvin said that he was present at a conversation between Huston and Mrs. Jackson, but that Huston had given no evidence of such a contract to either the reverend preacher or Mrs. Jackson. Randlett to Commissioner, February 28, 1900; Letterbook K-83. Even if it existed, the contract had no basis in law, since it did not have the agent's approval.

⁴³ He admitted to having seventy head of livestock; Agent Randlett thought he had many more. Randlett to Commissioner; February 28, 1900; Letterbook K-83.

⁴⁴ Randlett to Henry Huston, December 11, 1899; Letterbook K-74. Randlett to Huston, February 10, 1900; Letterbook K-83.

⁴⁵ Randlett to Huston, January 25, 1900; Randlett to Commissioner of Indian Affairs, February 2, 1900; Letterbook K-83.

⁴⁶ Randlett to Huston, February 10, 1900. Huston also appealed to the Commissioner of Indian Affairs, but this official firmly supported the agent informing him, "should Mr. Huston refuse to remove his chattels and effects you will use the force at your command to enforce that purpose." Randlett to Huston, March 12, 1900; Letterbook K-88.

movement which agitated for opening the reservation and for ratifying the Jerome Agreement.⁴⁷

The Indians final defense against intruders was the United States Government. It was Federal law that set up the reserve, Federal courts that protected them against trespassers, and the Federal Indian Department that conducted their business with outsiders. But the Government under pressure from various White interests, including the Congressional delegations of Texas and Kansas, had decided to end the reserve system in Oklahoma and Indian territories. The United States Congress in 1887 provided that the reservations should be abolished and that the Indians therein should take up individual allotments; and further, that the surplus lands after allotment should be opened to White settlement.⁴⁸ Accordingly, the President appointed a commission to treat with the Kiowas, Comanches, and Kiowa-Apaches for allotting their reservation. The members of this commission were David H. Jerome, chairman, Alfred M. Wilson, and Warren G. Sayre.⁴⁹ It arrived on the reservation in September, 1892, and for the next month, conducted its business in confusion, turmoil, and gross misbehavior. Its task was to change the Treaty of Medicine Lodge, which had guaranteed the Indians that the reservation would be divided only with the consent of three-fourths of the adult males.⁵⁰ From the council's beginning, the Indians did not want to sell, and early in the proceedings they voted to reject the Commission's offer.⁵¹ Thinking that the question was then settled, some Indians left and returned home.⁵²

But the matter had only begun, Undaunted by the Indians'

⁴⁷ At Chickasha. Houston painted the farming prospects in the best possible colors. The reservation was better fitted for agriculture than for stock raising; the soil was black and sandy; the top soil was so deep in some places, "... that I have been unable to find the subsoil;" the reservation grew bounteous crops even in dry years. He also said that while on the reservation he had worked less and made more money than at any previous time in his life, which may have been true since it was entirely at the Indians' expense. He also said that the Indians would receive more money if allotment took place. Deposition of Henry Houston; Letterbook K-83, pp. 231-236.

⁴⁸ Kappeler, *Laws and Treaties*, I, 38-39.

⁴⁹ It was sometimes called the Cherokee Commission. 52nd Congress, 2nd Session, *Sen. Ex. Doc. 17*, p. 13, Serial 3065.

⁵⁰ Kappeler, *Laws and Treaties*, p. 991.

⁵¹ "Proceedings of Council held with Comanche, Kiowa and Apache Indians in September and October, 1892," 55th Congress, 3rd Session, *Sen. Doc. 77*, p. 29. Cited hereinafter as "Jerome Council Proceedings." On the first day Quannah Parker and Tabanaca told the Commission it was pushing the Indians too hard for an immediate decision. Stumbling Bear told them they should wait until the Medicine Lodge Treaty expired in 1898. *Ibid.*, pp. 11 and 13.

⁵² *Ibid.*, p. 44.

stubbornness, the committee continued to hold meetings with various groups, first at Fort Sill and then at Anadarko. It had already decided on the terms; neither the price, nor the size of farms, nor time of allotment was negotiable. Alternating between threats and promises, it informed the Indians that they had to sign the contract. In all its dealings the Commission showed itself callous toward simple honesty. The price for the excess lands was a case in point, and it was a matter over which the Indians showed a lively concern. The Commission's offer was \$2,000,000, of which \$600,000 should be paid within two years, the balance of \$1,500,000 to remain in the treasury and the tribes to receive the annual interest.⁵³

This annual interest would amount to about twenty-five dollars per person, which the Commission said was more than the Indians could realize by keeping their reservation. This was not true. The tribes had already leased some of their reservation for \$100,000, averaging about thirty-three dollars per individual,⁵⁴ and the prospects for increasing income from this source were very good indeed.⁵⁵ The Indians knew this, and the information was available to the Commission, yet it spent hours and hours making extravagant claims for allotment trying to convince the Indians that somehow this decreased income was better than what they then received.⁵⁶ The Indians simply would not believe that twenty-five dollars were more desirable than thirty-three.

Finding that these promised benefits did not appeal to them, the Commission then minimized the differences between the Medicine Lodge Treaty and the Jerome Contract; which scarcely agreed with the facts, for the contract proposed a social revolution, abolishing the tribal government, placing them on individual plots, and thereby introducing vast changes in their society.⁵⁷ For an agency of the Government to be effective, its

⁵³ *Ibid.*, p. 38. The annual interest was \$75,000 which averaged to about \$25 per individual.

⁵⁴ Commissioner of Indian Affairs, *Report for 1892*, p. 387.

⁵⁵ Time bore out this contention. By 1899 the Indians received \$225,000 from leases or about \$75 per person, which was three times the interest resulting from the Jerome proposal. *Randlett to Merrill E. Gates*, December 15, 1890; Letterbook K-74.

⁵⁶ See for example Jerome's explanation in "Jerome Council Proceedings," 24 and following pages. There is a misprint in Jerome's figures. See also Sayre's labored explanation on page 37 and following pages.

⁵⁷ For the results of allotment the tribes had only to refer to other tribes. *Lave-o* thought they should not follow the Cheyenne example; *ibid.*, pp. 22-23. *Quasak Parker* thought the Indians should not go down the new road so recklessly; *ibid.*, p. 11. *Stumbling Bear*, who signed the Medicine Lodge Treaty, likewise recognized the radical changes which Jerome proposed; *ibid.*, pp. 13-14. *Abgestone* said that the Kiowas were travelling the Medicine Lodge road and did not want to travel the new Jerome road; *ibid.*, pp. 43-44.

proposals must be believable. But what in these councils should the Indians think? Should they believe Jerome when he said that under allotment everything would be "better for them than what they now have?"⁵⁸ Or, when he said that after allotment "everything is going on just the same."⁵⁹ When he said the Indians, after signing, would continue to have their own reservation, or that they would have separate homes and allotments?⁶⁰ Commissioner Sayre told them that the proposed agreement "... does not interfere with a single provision of that (Medicine Lodge) treaty, except in regard to land."⁶¹ Then reversing himself he said that after allotment, "... there is no community of so many people anywhere on earth that will have so much money and as much land."⁶² Could the Indians believe it when informed that allotment life would not be different from reservation life?⁶³ Or was it possible that the contract terms were "... enough to make you all rich; better off than white people?"⁶⁴

Caught in their own web of inconsistency, the Commissioners turned to another scheme, which involved influential whites on the reservation. Among them were Captain Hugh L. Scott, commander of the Indian cavalry at Fort Sill, Reverend James J. Methvin, Methodist missionary at Anadarko, and George D. Day, Indian agent. The Commission tried to tie their interests to allotment by a simple method. A special provision of the contract stated that when allotment occurred, these men would receive one hundred and sixty acres each.⁶⁵ This was an attempt to gain their open support or to at least keep them silent hoping for promised gain. The Commission evidently had a high opinion of Scott and Methvin, for their names were added in secret, without their permission.⁶⁶ These two men, to

⁵⁸ *Ibid.*, p. 8.

⁵⁹ *Ibid.*, p. 10.

⁶⁰ *Ibid.*, p. 9. These two proposals are in the same contract. Jerome probably equated reservation with allotment, which was an improper way to confuse everyone. Jerome's carelessness was a reflection on either his ability or character, perhaps both. He also thought the Indians' objections were inconsequential. *Ibid.*, p. 40.

⁶¹ *Ibid.*, p. 50.

⁶² *Ibid.*

⁶³ This is the gist of Sayre's remarks in *ibid.*, p. 51. "When you take your allotments you do not have to live upon them if you do not want to." *Ibid.*

⁶⁴ *Ibid.*, p. 55.

⁶⁵ 52nd Congress, 2nd Session, *Ses. Ex. Doc. 17*, p. 19; Serial 3055.

⁶⁶ Joshua Givens had an important role in this. Informing Reverend Methvin he wrote, "I am very happy to tell you this news and I am sure you will be surprised greatly. I sincerely hope that you will pardon me for using your name in this connection, but on the other hand, you are given what you deserved." Copy of letter of Joshua Givens to Reverend J. J. Methvin, October 11, 1892; Letterbook K-74, p. 406.

their entire credit, could not be bribed; they rejected the offer and denounced the contract.⁶⁷ Agent Day's position was compromising in the extreme. Not having the scruples of the Captain nor of the Reverend Minister, he fervently supported the Commission.⁶⁸ As Agent he should have been the disinterested, firm defender of Indian rights; instead he violated his trust and became a party to their robbery.

Taking another step down the road of dishonor, the commission threatened the Indians with evil consequences if they did not sign. According to the Commissioners, the Federal Government had the Indians in its absolute control and could destroy their reservation if it wished,⁶⁹ entirely disregarding the guarantees in the Medicine Lodge Treaty.⁷⁰ The Indians, if they did not sign, would arbitrarily be assigned eighty acres, one-half of that stated in the contract, and they would receive no money at all for their surplus lands. Again and again the Commission threatened them with worse consequences than the con-

⁶⁷ While the Commission was still on the reservation, Mathews wrote a petition for the Indians accusing the Commission of deceit and asking that the contract be voided. Randall to Commissioner, January 5, 1900; Letterbook K-74; copy of petition to the Secretary of Interior, October 17, 1902; in Letterbook K-74, p. 403. Keeping one copy, Mathews gave the original to Agent Day with the request it be forwarded. The Secretary of Interior based on such a petition but could never find the original. "Jerome Council Proceedings," 2 . . . The uncertified original is in Indian Council File, KA, OHR. It looks like Day kept the petition.

Captain Scott told the Council he was not interested in the land. "Jerome Council Proceedings," pp. 41-42. See also his letter in *ibid.*, pp. 4-5. The captain thought the treaty was a travesty and opposed it in an interview with President Cleveland. Hugh L. Scott, *Some Memories of a Soldier* (New York, Century, 1926), pp. 199-202.

⁶⁸ "Jerome Council Proceedings," pp. 30-31, 51. To read Day's official letters to the Commissioner one would hardly know that there was any unusual occurrence on the reservation. See his communications in Letterbooks K-36, K-37, and K-38.

⁶⁹ . . . the Congress of the United States, the great council of the United States, passed a law saying that the President might when he chose to order Indians to take allotments . . . "Jerome Council Proceedings," p. 10. The Jerome Commission entirely overlooked the fact that the Dawes Act, while stating broad policy, allowed the President much discretion in the more exact terms of timing and price. They emphasized its arbitrary nature. See also *ibid.*, pp. 21-22, 27, 40, and 52.

⁷⁰ . . . no persons except those herein authorized . . . shall ever be permitted to pass over, settle upon or reside in the territory described in this article, or in such territory as may be added to this reservation, for the use of said Indians." Kappler, *Laws and Treaties*, II, p. 978. "No treaty for the cession of any portion or part of the reservation herein described, which may be held in common, shall be of any validity or force as against the said Indians, unless executed and signed by at least three-fourths of all the adult male Indians . . ." *ibid.*, p. 981.

tract provided.⁷¹ The choice was between the contract and confiscation. To this Quannah Parker replied that this was a choice between two hands, both of them bad.⁷²

Entangled in its own toils of dishonesty, thoroughly discredited among the Indians and fair minded whites, losing its shredded dignity in shouting contests with respected chiefs,⁷³ the Commission compounded confusion with decisions abounding in bad judgment. Its treatment of Joshua Given was one bad decision after another. When the Indians objected so strongly to the \$2,000,000 price, the Commission agreed to add \$500,000 more, but in a questionable manner.⁷⁴ The contract still stated that \$2,000,000 was the price, and the Commission was to recommend the extra amount in a report to the president.⁷⁵ The difference between a contract and a report was not clear to many Indians who signed the paper. Upon learning that the contract still stated \$2,000,000, they felt that the Commission had badly used them. Looking for the misunderstanding's source, they concluded that the translator, Given, an educated Kiowa, had willfully misled them. The Indians accused him in the council; the Commission, rather than release him from an embarrassing situation, had him continue his by now awkward task. Calm reflection ought to have shown the commissioners that a translator having the Indians' confidence would have better served the Government's interests. Its stubbornness heightened the Indians' suspicions and sealed the fate of the unfortunate Given.⁷⁶

Its prolonged stay on the reservation, its private and public talks with Indians, its private sessions for signing, and its clear threats established a pattern of coercion which succeeded in obtaining signatures. The Commission left the reservation in October, its odious work done.

The Jerome Commission was right about one thing. The end of the reservation was certain. Not because the Medicine Lodge Treaty said it would endure for thirty years, for it did not. But because the tide of white migration was flowing over

71 "Jerome Council Proceedings," pp. 21-22, 27, 40, and 53.

72 *Ibid.*, pp. 28-30.

73 See for example the tempestuous meeting on October 15, 1882 in *ibid.*, pp. 47-54.

74 *Ibid.*, p. 37.

75 *INA.*, pp. 47-48, 52. See also Copy of Petition to Secretary of Interior, October 17, 1882; Letterbook K-74, pp. 404-405.

76 Big Tree cursed Given, telling the interpreter that if he had deceived the Indians, God would judge him. Joshua died a few weeks later, confirming the Kiowas' belief in his misbehavior. Report of a General Council . . . at Mt. Scott, October 8, 10, and 11, 1889; Indian Council File, KA, OHS.

its very boundaries. It had already engulfed less resistant areas of Indian Territory; the Potawatomi, Shawnee, Cheyenne, and Arapaho reservations had already disappeared, and others soon followed.⁷⁷ White people were on every side, clamoring for admission, either legally or illegally. Mountain View was only one of many border settlements which were centers of white pressure. Henry Huston was one of hundreds who persisted in using the Indian land for their own purposes. Texas Congressmen, responding to their constituents, called for opening the reservation.⁷⁸ Under such mounting pressure, Congress had decreed that Indian Territory be opened by the Dawes Act of 1887. The Jerome Commission then was operating under the national intent as lawfully expressed by Congress; but the Commission violated its trust and badly served the nation, for Congress did not tell it to act with dishonor. So notorious was the Commission's work that the national legislature hesitated eight years before ratifying the Jerome Contract, opening the reservation in 1901.

⁷⁷ Roy Gittinger, *The Formation of the State of Oklahoma* (Norman, University of Oklahoma, 1939), pp. 184-185, 197 ff.

⁷⁸ Walker to Jones, December 15, 1896; Letterbook K-62. Walker to Clouse, February 20, 1899; Letterbook K-66. Randlett to Judge Clinton P. Irwin, September 7, 1899. Randlett to Dolos E. Louswolf, December 30, 1899; Letterbook K-74.