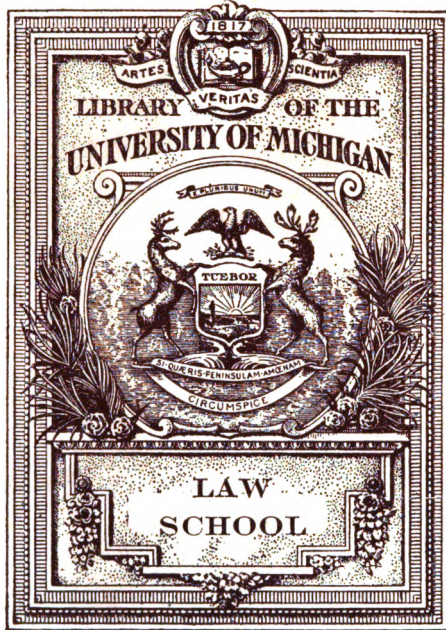


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# MEMORIAL

OF THE

## NEZ PERCE INDIANS

RESIDING IN THE STATE OF IDAHO

TO THE

### CONGRESS OF THE UNITED STATES

TOGETHER WITH AFFIDAVITS, AND ALSO COPIES OF  
VARIOUS TREATIES BETWEEN THE UNITED  
STATES AND THE NEZ PERCE INDIANS



PRESENTED BY MR. BORAH

AUGUST 14, 1911.—Referred to the Committee on Indian Affairs  
and ordered to be printed

WASHINGTON  
1911



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# MEMORIAL OF THE NEZ PERCE INDIANS, RESIDING IN THE STATE OF IDAHO.

*To the Congress of the United States:*

Your memorialists represent:

That the Nez Perce Indians were a strong and powerful tribe of Indians occupying a large tract of territory amounting to many million acres in the States of Oregon, Washington, Idaho, Montana, and Wyoming; that in 1855 they ceded over 12,000,000 acres of their territory to the Government, but retained the rights to the game and fish thereon.

That again in 1863 a further cession of land was made, but our rights to the game, fish, etc., were still retained; finally in 1893, when we made the last cession of land, we were guaranteed all the treaty rights theretofore promised.

That we were not paid the full amounts promised to us in the treaties and agreements, and we were not protected in our hunting and fishing rights.

That the game, fish, and herbs, the use of the streams, springs, and fountains, roads, and highways, the use of the timber and camping privileges were considered by us of much greater value than the money promised to us for the cession of the land.

That our people are good law-abiding, sober, and industrious citizens and desire fair and honest treatment at the hands of the United States Government and at the hands of the officers thereof.

That many of our people are unjustly and wrongfully treated by the officers or agents of the Interior Department in the forcible deposits of our moneys in banks without our consent—the moneys that belong to individuals, derived from the sale of inherited land or the collection of rents from their personal lands—and the withholding of the money from the individual, depriving him of the use thereof, and imposing on him many hardships and great cost; that much of the money thus deposited bears no interest at all and that which does bear interest brings us about 3½ per cent.

That the individual could use this money to a good advantage, or if he wished to loan it out he could get on good mortgages from 8 to 12 per cent for his money.

That some of our people have been forced to pay fees to employees of the Government to get the use of their money or to get matters attended to relating to their personal interests.

That we are not given statements of our individual accounts, copies of our pay rolls, statements showing how much interest has been paid on accounts, and what accounts do not bear interest and way

That no proper explanation has been made to us of the cancellation of many allotments—more than 110—and no accounting made to us for the proceeds thereof; we demand statement of each and every canceled allotment, and if they are now beyond recovery we demand pay for the same at the full valuation thereof.

That the deposits of our money can not possibly benefit our people, but only benefit and enrich parties interested in the banks or in the use of the money, or in getting commissions from the loans thereof.

That we are not protected in the use and enjoyment of our allotments and are imposed upon by the making of roads through our lands and the taking of much of our lands by reason thereof without pay to us.

That in accordance with article 4 of the agreement between the Nez Percés and the United States, ratified August 15, 1894, the United States was to furnish us the two sawmills at the cost of not exceeding \$10,000. This the United States has not done; but has erected two sawmills at our expense and at a cost to us of \$3,360.86.

That we were wrongfully charged by the Interior Department on the Langford tract the sum of \$20,000; for surveying, the sum of \$3,000; for two sawmills, the sum of \$3,360.

That the proceeds arising from our ferriage, the proceeds arising from railroad right of ways, the profits and rents from our tribal lands are misappropriated, and we have no statements or accounting thereof.

That the sale of the Spalding tract of land was made without our advice or consent, and we have no settlement or accounting of the same.

That the tract of land known as the agency land and the buildings thereon belong to us, and while our money has been used to improve this property, we receive no statements of the expenditures on the property, or a statement of the produce, stock, etc., sold.

That in support of the statements herein made, we attach as exhibits a large number of affidavits, and following the affidavits, an argument in support of our claims and contentions herein. We demand a thorough and careful investigation of the account books and records of the Interior Department, of the agency, and the various banks that have had dealings with our people, our funds, whether tribal or individual, or who have had anything to do with matters relating to our interest.

We pray for relief at the hands of Congress, for the individuals whose moneys are wrongfully withheld from them. We ask that our claims relating to our tribal interest be referred to the Court of Claims and the Supreme Court, that justice may be awarded to us, both legal and equitable, and that full jurisdiction be given to the courts to consider every claim and demand we have.

We are, most respectfully,

Noah Bredell, Samuel Lott, John (his x mark) McConville, Jim (his x mark) Carl, John (his x mark) Lowry, Yellow (his x mark) Cloud, Three (his x mark) Feathers, James Spalding, Thomas (his x mark) Williams, Homer Allen, Thomas B. Beall, jr., Pile of (his x mark) Cloud, Harrison (his x mark) Redwolf, Starr J. Maxwell, Silas D. Whitman, Ralph E. Armstrong, Benjamin Cloud, James Grant, Abel J. Grant, John (his x mark) Minthorn, David Scott, jr., Peter Mox (his x mark) Mox, Thomas Hill, J. M. Parsons, Josiah Nocks Kown, Paul (his x mark) Jackson, Andrew James, Silas Samuel, William Jonas, Saul Webb, Waliun (his x mark) Lichs, Jim (his x mark) Matt, Edward (his x mark) Newman, James (his x mark) Davis, Moses Kywaypats, Peter Kane, Abel Newton, H. H. Powaukes, George Lukooise, Paul E. Ambro, Abraham (his x mark) Williams, Tom (his x mark) Spalding, Timothy Samuels, James Black Eagle, Joe Albert, Nat (his x mark) Webb, George (his x mark) Amos.

**TREATY BETWEEN THE UNITED STATES OF AMERICA  
AND THE NEZ PERCE INDIANS.**

[Concluded at Camp Stevens, in the Walla Walla Valley, June 11, 1855; ratified by the Senate Mar. 8, 1859; proclaimed by the President of the United States Apr. 29, 1859.]

**JAMES BUCHANAN, PRESIDENT OF THE UNITED STATES  
OF AMERICA.**

*To all and singular to whom these presents shall come,  
greeting:*

Whereas a treaty was made and concluded at the treaty ground, Camp Stevens, in the Walla Walla Valley, on the eleventh day of June, one thousand eight hundred and fifty-five, between Isaac I. Stevens, governor and superintendent of Indian affairs for the Territory of Washington, and Joel Palmer, superintendent of Indian affairs for Oregon Territory, on the part of the United States, and the hereinafter-named chiefs, headmen, and delegates of the Nez Perce Tribe of Indians occupying lands lying partly in Oregon and partly in Washington Territory, between the Cascade and the Bitter Root Mountains, on behalf of and duly authorized by said tribe, which said treaty is in the words and figures following, to wit:

Articles of agreement and convention made and concluded at the treaty ground, Camp Stevens, in the Walla Walla Valley, this eleventh day of June, in the year one thousand eight hundred and fifty-five, by and between Isaac I. Stevens, governor and superintendent of Indian affairs for the Territory of Washington, and Joel Palmer, superintendent of Indian affairs for Oregon Territory, on the part of the United States, and the undersigned chiefs, headmen, and delegates of the Nez Perce Tribe of Indians occupying lands lying partly in Oregon and partly in Washington Territories, between the Cascade and Bitter Root Mountains, on behalf of and acting for said tribe, and being duly authorized thereto by them, it being understood that Superintendent Isaac I. Stevens assumes to treat only with those of the above-named tribe of Indians residing within the Territory of Washington, and Superintendent Palmer with those residing exclusively in Oregon Territory.

June 11, 1855.  
12 Stats., 957.  
Ratified Mar. 8,  
1859. Proclaimed  
Apr. 29, 1859.

ARTICLE 1. The said Nez Perce tribe of Indians hereby cede, relinquish, and convey to the United States all their right, title, and interest in and to the country occupied or claimed by them, bounded and described as follows, to wit: Commencing at the source of the Wo-na-ne-she or southern tributary of the Palouse River; thence down that river to the main Palouse; thence in a southerly direction to the Snake River, at the mouth of the Tucanon River; thence up the Tucanon to its source in the Blue Mountains; thence southerly along the ridge of the Blue Mountains; thence to a point on

Cession of land  
to the United  
States.

Boundaries.

Grand Ronde River, midway between Grand Ronde and the mouth of the Woll-low-how River; thence along the divide between the waters of the Woll-low-how and Powder River; thence to the crossing of Snake River, at the mouth of Powder River; thence to the Salmon River, fifty miles above the place known (as) the "crossing of the Salmon River;" thence due north to the summit of the Bitter Root Mountains; thence along the crest of the Bitter Root Mountains to the place of beginning.

Reservation.

ARTICLE II. There is, however, reserved from the lands above ceded for the use and occupation of the said tribe, and as a general reservation for other friendly tribes and bands of Indians in Washington Territory, not to exceed the present number of the Spokane, Walla-Walla, Cayuse, and Umatilla tribes and bands of Indians, the tract of land included within the following boundaries, to wit: Commencing where the Moh-ha-na-she or southern tributary of the Palouse River flows from the spurs of the Bitter Root Mountains; thence down said tributary to the mouth of the Ti-nat-pan-up Creek; thence southerly to the crossing of the Snake River, ten miles below the mouth of the Al-po-wa-wi River; thence to the source of the Al-po-wa-wi River in the Blue Mountains; thence along the crest of the Blue Mountains; thence to the crossing of the Grand Ronde River, midway between the Grand Ronde and the mouth of the Woll-low-how River; thence along the divide between the waters of the Woll-low-how and Powder Rivers; thence to the crossing of the Snake River, fifteen miles below the mouth of the Powder River; thence to the Salmon River above the crossing; thence by the spurs of the Bitter Root Mountains to the place of beginning.

Boundaries.

Reservation to be set apart, and Indians to settle thereon.

Whites not to reside thereon without, etc.

All which tract shall be set apart, and so far as necessary, surveyed and marked out for the exclusive use and benefit of said tribe as an Indian reservation; nor shall any white man, excepting those in the employment of the Indian Department, be permitted to reside upon the said reservation without permission of the tribe and the superintendent and agent; and the said tribe agrees to remove to and settle upon the same within one year after the ratification of this treaty. In the meantime it shall be lawful for them to reside upon any ground not in the actual claim and occupation of citizens of the United States, and upon any ground claimed or occupied, if with the permission of the owner or claimant, guaranteeing, however, the right to all citizens of the United States to enter upon and occupy as settlers any lands not actually occupied and cultivated by said Indians at this time, and not included in the reservation above named. And provided that any substantial improvement heretofore made by any Indian, such as fields enclosed and cultivated, and houses erected upon the lands hereby ceded, and which he may

Improvements to be paid for by the United States.



be compelled to abandon in consequence of this treaty, shall be valued under the direction of the President of the United States, and payment made therefor in money, or improvements of an equal value be made for said Indian upon the reservation, and no Indian will be required to abandon the improvements aforesaid, now occupied by him, until their value in money or improvements of equal value shall be furnished him as aforesaid.

ART. III. And provided that, if necessary for the public convenience, roads may be run through the said reservation, and on the other hand, the right of way with free access from the same to the nearest public highway is secured to them, as also the right, in common with citizens of the United States, to travel upon all public highways. The use of the Clear Water and other streams flowing through the reservation is also secured to citizens of the United States for rafting purposes, and as public highways.

Roads may be made.

The exclusive right of taking fish in all the streams where running through or bordering said reservation is further secured to said Indians; as also the right of taking fish at all usual and accustomed places in common with citizens of the Territory; and of erecting temporary buildings for curing, together with the privilege of hunting, gathering roots and berries, and pasturing their horses and cattle upon open and unclaimed land.

Privileges secured to Indians.

ARTICLE IV. In consideration of the above cession, the United States agree to pay to the said tribe in addition to the goods and provisions distributed to them at the time of signing this treaty, the sum of two hundred thousand dollars, in the following manner, that is to say, sixty thousand dollars, to be expended under the direction of the President of the United States, the first year after the ratification of this treaty, in providing for their removal to the reserve, breaking up and fencing farms, building houses, supplying them with provisions and a suitable outfit, and for such other objects as he may deem necessary, and the remainder in annuities as follows: For the first five years after the ratification of this treaty, ten thousand dollars each year, commencing September 1, 1856; for the next five years, eight thousand dollars each year; for the next five years, six thousand each year, and for the next five years, four thousand dollars each year.

Payments by the United States.

All which said sums of money shall be applied to the use and benefit of the said Indians, under the direction of the President of the United States, who may from time to time determine, at his discretion, upon what beneficial objects to expend the same for them. And the Superintendent of Indian Affairs, or other proper officer, shall each year inform the President of the wishes of the Indians in relation thereto.

Payments how to be applied.

The United States to establish schools, etc.

ARTICLE V. The United States further agree to establish, at suitable points within said reservation, within one year after the ratification hereof, two schools, erecting the necessary buildings, keeping the same in repair, and providing them with furniture, books, and stationery, one of which shall be an agricultural and industrial school, to be located at the agency, and to be free to the children of said tribe, and to employ one superintendent of teaching and two teachers; to build two blacksmith's shops, to one of which shall be attached a tin shop and to the other a gunsmith's shop; one carpenter's shop, one wagon and ploughmaker's shop, and to keep the same in repair, and furnished with the necessary tools; to employ one superintendent of farming and two farmers, two blacksmiths, one tinner, one gunsmith, one carpenter, one wagon and ploughmaker, for the instruction of the Indians in trades, and to assist them in the same; to erect one sawmill and one flouring mill, keeping the same in repair, and furnished with the necessary tools and fixtures, and to employ two millers; to erect a hospital, keeping the same in repair, and provided with the necessary medicines and furniture, and to employ a physician; and to erect, keep in repair, and provide with the necessary furniture the buildings required for the accommodation of the said employees. The said buildings and establishments to be maintained and kept in repair as aforesaid, and the employees to be kept in service for the period of twenty years.

To build mechanics' shops, etc.

Sawmill.

Hospital.

Salary to head chief; house, etc.

And in view of the fact that the head chief of the tribe is expected, and will be called upon, to perform many services of a public character, occupying much of his time, the United States further agrees to pay to the Nez Perce tribe five hundred dollars per year for the term of twenty years, after the ratification hereof, as a salary for such person as the tribe may select to be its head chief. To build for him, at a suitable point on the reservation, a comfortable house, and properly furnish the same, and to plough and fence for his use ten acres of land. The said salary to be paid to, and the said house to be occupied by, such head chief so long as he may be elected to that position by his tribe, and no longer.

And all the expenditures and expenses contemplated in this fifth article of this treaty shall be defrayed by the United States and shall not be deducted from the annuities agreed to be paid to said tribe, nor shall the cost of transporting the goods for the annuity payments be a charge upon the annuities, but shall be defrayed by the United States.

Reservation may be surveyed into lots and assigned to individuals or families.

ARTICLE VI. The President may from time to time, at his discretion, cause the whole or any portions of such reservation as he may think proper to be surveyed into lots, and assign the same to such individuals or families of the said tribe as are willing to avail themselves of the privilege and will locate on the same as a

permanent home, on the same terms and subject to the same regulations as are provided in the sixth article of the treaty with the Omahas in the year 1854, so far as the same may be applicable.

ARTICLE VII. The annuities of the aforesaid tribe shall not be taken to pay the debts of individuals.

Annuities not to pay debts of individuals.

ARTICLE VIII. The aforesaid tribe acknowledge their dependence upon the Government of the United States, and promise to be friendly with all citizens thereof, and pledge themselves to commit no depredations on the property of such citizens; and should any one or more of them violate this pledge, and the fact be satisfactorily proved before the agent, the property taken shall be returned, or in default thereof, or if injured or destroyed, compensation may be made by the Government out of the annuities. Nor will they make war on any other tribe except in self-defense, but will submit all matters of difference between them and the other Indians to the Government of the United States or its agent for decision and abide thereby; and if any of the said Indians commit any depredations on any other Indians within the Territory of Washington the same rule shall prevail as that prescribed in this article in cases of depredations against citizens. And the said tribe agrees not to shelter or conceal offenders against the laws of the United States, but to deliver them up to the authorities for trial.

Tribes to preserve friendly relations.

To pay for depredations.

Not to make war except in self-defense.

Offenders to be delivered up.

ARTICLE IX. The Nez Percés desire to exclude from their reservation the use of ardent spirits and to prevent their people from drinking the same; and therefore it is provided that any Indian belonging to said tribe who is guilty of bringing liquor into said reservation, or who drinks liquor, may have his or her proportion of the annuities withheld from him or her for such time as the President may determine.

Annuities may be withheld from those who drink ardent spirits.

ARTICLE X. The Nez Perce Indians having expressed in council a desire that William Craig shall continue to live with them, he having uniformly shown himself their friend, it is further agreed that the tract of land now occupied by him, and described in his notice to the register and receiver of the land office of the Territory of Washington on the fourth day of June last, shall not be considered a part of the reservation provided for in this treaty, except that it shall be subject, in common with the lands of the reservation, to the operations of the intercourse act.

Land of William Craig.

ARTICLE XI. This treaty shall be obligatory upon the contracting parties as soon as the same shall be ratified by the President and Senate of the United States.

When treaty to take effect.

In testimony whereof the said Isaac I. Stevens, governor and superintendent of Indian affairs for the Territory of Washington, and Joel Palmer, superintendent of Indian affairs for Oregon Territory, and the chiefs, headmen, and delegates of the aforesaid Nez Perce Tribe of

Indians have hereunto set their hands and seals at the place and on the day and year hereinbefore written.

ISAAC I. STEVENS, [L. S.]

*Governor and Sup't Washington Territory.*

JOEL PALMER, [L. S.]

*Superintendent Indian Affairs.*

ALEIYA, or LAWYER, <i>Head-chief of the Nez Percés.</i>	[L. S.]
APPUSHWA-HITE (his x mark) or LOOKING-GLASS.	[L. S.]
JOSEPH (his x mark).	[L. S.]
JAMES (his x mark).	[L. S.]
Red WOLF (his x mark).	[L. S.]
TIMOTHY (his x mark).	[L. S.]
U-UTE-SIN-MALE-CUN (his x mark).	[L. S.]
SPOTTED EAGLE (his x mark).	[L. S.]
STOOP-TOOP-NIN (his x mark) or CUT-HAIR.	[L. S.]
TAH-MOH-MOH-KIN (his x mark).	[L. S.]
TIPPELANECBUPOOH (his x mark).	[L. S.]
HAH-HAH-STILPILP (his x mark).	[L. S.]
COOL-COOL-SHUA-NIN (his x mark).	[L. S.]
SILISH (his x mark).	[L. S.]
TOH-TOH-MOLEWIT (his x mark).	[L. S.]
TUKY-IN-LIK-IT (his x mark).	[L. S.]
TE-HOLE-HOLE-SOOT (his x mark).	[L. S.]
ISH-COH-TIM (his x mark).	[L. S.]
WEE-AS-CUS (his x mark).	[L. S.]
HAH-HAH-STOORE-TEE (his x mark).	[L. S.]
EEE-MAHT-SIN-POOH (his x mark).	[L. S.]
TOW-WISH-AU-IL-PILP (his x mark).	[L. S.]
KAY-KAY-MASS (his x mark).	[L. S.]
SPEAKING EAGLE (his x mark).	[L. S.]
WAT-TI-WAT-TI-WAH-HI (his x mark).	[L. S.]
HOWH-NO-TAH-KUN (his x mark).	[L. S.]
TOW-WISH-WANE (his x mark).	[L. S.]
WAHPT-TAH-SHOOSHE (his x mark).	[L. S.]
BEAD NECKLACE (his x mark).	[L. S.]
KOOS-KOOS-TAS-KUT (his x mark).	[L. S.]
LEVI (his x mark).	[L. S.]
PEE-OO-PE-WHI-HI (his x mark).	[L. S.]
PEE-OO-PEE-IECTEIM (his x mark).	[L. S.]
PEE-POOME-KAH (his x mark).	[L. S.]
HAH-HAH-STILIL-AT-ME (his x mark).	[L. S.]
WEE-YOKE-SIN-ATE (his x mark).	[L. S.]
WEE-AH-KI (his x mark).	[L. S.]
NECALAHTSIN (his x mark).	[L. S.]
SUCK-ON-TIE (his x mark).	[L. S.]
IP-NAT-TAM-MOOSE (his x mark).	[L. S.]
JASON (his x mark).	[L. S.]
KOLE-KOLE-TIL-KY (his x mark).	[L. S.]
IN-MAT-TUTE-KAH-KY (his x mark).	[L. S.]
MOH-SEE-CHEE (his x mark).	[L. S.]
GEORGE (his x mark).	[L. S.]
NICKE-EL-IT-MAY-HO (his x mark).	[L. S.]
SAY-I-EE-OUSE (his x mark).	[L. S.]

WIS-TASSE-CUT (his x mark).	[L. S.]
KY-KY-SOO-TE-LUM (his x mark).	[L. S.]
KO-KO-WHAY-NEE (his x mark).	[L. S.]
KWIN-TO-KOW (his x mark).	[L. S.]
PEE-WEE-AU-AP-TAH (his x mark).	[L. S.]
WEE-AT-TENAT-IL-PILP (his x mark).	[L. S.]
PEE-OO-PEE-U-IL-PILP (his x mark).	[L. S.]
WAH-TASS-TUM-MANNEE (his x mark).	[L. S.]
TU-WEE-SI-CE (his x mark).	[L. S.]
LE-EE-SIN-KAH-KOOSE-SIN (his x mark).	[L. S.]
HAAH-TAL-EE-KIN (his x mark).	[L. S.]

Signed and sealed in presence of us:

JAMES DOTY, *Secretary of Treaties, W. T.*  
 WM. C. MCKAY, *Secretary of Treaties, O. T.*  
 W. H. TAPPAN, *Sub-Indian Agent.*  
 WILLIAM CRAIG, *Interpreter.*  
 A. D. PAMBURN, *Interpreter.*  
 WM. McBEAN.  
 GEO. C. BOMFORD.  
 C. CHIROUSE, *O. M. T.*  
 MIE. CLES. PANDOSY.  
 LAWRENCE KIP.  
 W. H. PEARSON.

And whereas the said treaty having been submitted to the Senate of the United States for its constitutional action thereon, the Senate did, on the eighth day of March, eighteen hundred and fifty-nine, advise and consent to the ratification of the same, by a resolution in the words and figures following, to wit:

“IN EXECUTIVE SESSION,  
*“Senate of the United States, March 8, 1859.*”

“Resolved (two-thirds of the Senators present concurring), That the Senate advise and consent to the ratification of treaty between the United States and the chiefs, headmen, and delegates of the Nez Perce Tribe of Indians, occupying lands lying partly in Washington and partly in Oregon Territories, between the Cascade and Bitter Root Mountains, signed 11th day June, 1855.

“Attest:

“ASBURY DICKINS, *Secretary.*”

Now, therefore, be it known that I, James Buchanan, President of the United States of America, do, in pursuance of the advice and consent of the Senate as expressed in their resolution of the eighth of March, eighteen hundred and fifty-nine, accept, ratify, and confirm the said treaty.

In testimony whereof I have caused the seal of the United States to be hereto affixed and have signed the same with my hand.

Done at the city of Washington, this twenty-ninth day of April, in the year of our Lord one thousand eight hundred and fifty-nine, and of the independence of the United States the eighty-third.

[SEAL.]

JAMES BUCHANAN.

By the President:

LEWIS CASS, *Secretary of State.*

14 Stats., 647. TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE NEZ PERCE TRIBE OF INDIANS.

[Concluded, June 9, 1863; ratification advised, Apr. 17, 1867; proclaimed, Apr. 20, 1867.]

ANDREW JOHNSON, PRESIDENT OF THE UNITED STATES OF AMERICA.

*To all and singular to whom these presents shall come, greeting:*

Whereas a treaty was made and concluded at the council ground, in the valley of the Lapwai, in the Territory of Washington, on the ninth day of June, in the year of our Lord one thousand eight hundred and sixty-three, by and between Calvin H. Hale, Charles Hutchins, and S. D. Howe, commissioners, on the part of the United States, and Lawyer, Ute-sin-male-e-cum, Ha-harch-tuesta, and other chiefs and headmen of the Nez Perce Tribe of Indians, on the part of said Indians, and duly authorized thereto by them, which treaty is in words and figures following, to wit:

TREATY BETWEEN THE UNITED STATES OF AMERICA AND THE NEZ PERCE INDIANS, CONCLUDED AT THE COUNCIL GROUND, IN THE VALLEY OF THE LAPWAI, JUNE NINTH, EIGHTEEN HUNDRED AND SIXTY-THREE.

Cession of lands to the United States.

Articles of agreement made and concluded at the council ground, in the valley of the Lapwai, Washington Territory, on the ninth day of June, one thousand eight hundred and sixty-three, between the United States of America, by C. H. Hale, Superintendent of Indian Affairs, and Charles Hutchins and S. D. Howe, United States Indian agents for the Territory of Washington, acting on the part and in behalf of the United States, and the Nez Perce Indians, by the chiefs, headmen, and delegates of said tribe, such articles being supplementary and amendatory to the treaty made between the United States and said tribe on the eleventh day of June, eighteen hundred and fifty-five.

ARTICLE I. The said Nez Perce Tribe agree to relinquish, and do hereby relinquish, to the United States the lands heretofore reserved for the use and occupation of the said tribe, saving and excepting so much thereof as is described in Article II for a new reservation.

Reservation.

Boundaries.

ARTICLE II. The United States agree to reserve for a home and for the sole use and occupation of said tribe, the tract of land included within the following boundaries, to wit: Commencing at the northeast corner of Lake Waha, and running thence, northerly, to a point on the north bank of the Clearwater River, three miles below the mouth of the Lapwai, thence down the north bank of the Clearwater to the mouth of the Hatwai Creek; thence,

due north, to a point seven miles distant; thence, eastwardly, to a point on the north fork of the Clearwater, seven miles distant from its mouth; thence to a point on Oro Fino Creek, five miles above its mouth; thence to a point on the north fork of the south fork of the Clearwater, five miles above its mouth; thence to a point on the south fork of the Clearwater, one mile above the bridge, on the road leading to Elk City (so as to include all the Indian farms now within the forks); thence in a straight line, westwardly, to the place of the beginning.

All of which tract shall be set apart and the above-described boundaries shall be surveyed and marked out for the exclusive use and benefit of said tribe as an Indian reservation, nor shall any white man, excepting those in the employment of the Indian department, be permitted to reside upon the said reservation without permission of the tribe and the superintendent and agent; and the said tribe agrees that so soon after the United States shall make the necessary provision for fulfilling the stipulations of this instrument as they can conveniently arrange their affairs, and not to exceed one year from its ratification, they will vacate the country hereby relinquished, and remove to and settle upon the lands herein reserved for them (except as may be hereinafter provided). In the meantime it shall be lawful for them to reside upon any ground now occupied or under cultivation by said Indians at this time, and not included in the reservation above named. And it is provided, that any substantial improvement heretofore made by any Indian, such as fields enclosed and cultivated, or houses erected upon the lands hereby relinquished, and which he may be compelled to abandon in consequence of this treaty, shall be valued under the direction of the President of the United States, and payment therefor shall be made in stock or in improvements of an equal value for said Indians upon the lot which may be assigned to him within the bounds of the reservation, as he may choose, and no Indian will be required to abandon the improvements aforesaid, now occupied by him, until said payment or improvement shall have been made. And it is further provided, that if any Indian living on any of the land hereby relinquished should prefer to sell his improvements to any white man, being a loyal citizen of the United States, prior to the same being valued as aforesaid, he shall be allowed so to do, but the sale or transfer of said improvements shall be made in the presence of, and with the consent and approval of, the agent or superintendent, by whom a certificate of sale shall be issued to the party purchasing, which shall set forth the amount of the consideration in kind. Before the issue of said certificate the agent or superintendent shall be satisfied that a valuable consideration is paid, and that the party purchasing is of undoubted loyalty to the United States Government. No settlement or claim made upon the improved lands of any

Reservation to be for the sole use of the tribe who shall settle thereon within a year.

Improvements on lands ceded to be paid for.

May be sold to loyal whites.

Certificates of sale.

Indian will be permitted, except as herein provided, prior to the time specified for their removal. Any sale or transfer thus made shall be in the stead of payment for improvements from the United States.

Boundary lines to be marked and lands surveyed into lots.

Heads of families may locate on lot.

Certificates therefor.

Residue to be held in common.

ARTICLE III. The President shall, immediately after the ratification of this treaty, cause the boundary lines to be surveyed and properly marked and established; after which so much of the lands hereby reserved as may be suitable for cultivation shall be surveyed into lots of twenty acres each, and every male person of the tribe who shall have attained the age of twenty-one years, or is the head of a family, shall have the privilege of locating upon one lot as a permanent home for such person, and the lands so surveyed shall be allotted under such rules and regulations as the President shall prescribe, having such reference to their settlement as may secure adjoining each other the location of the different families pertaining to each band, so far as the same may be practicable. Such rules and regulations shall be prescribed by the President, or under his direction, as will insure to the family, in case of the death of the head thereof, the possession and enjoyment of such permanent home and the improvements thereon. When the assignments as above shall have been completed, certificates shall be issued by the Commissioner of Indian Affairs, or under his direction, for the tracts assigned in severalty, specifying the names of the individuals to whom they have been assigned respectively, and that said tracts are set apart for the perpetual and exclusive use and benefit of such assignees and their heirs. Until otherwise provided by law, such tracts shall be exempt from levy, taxation, or sale, and shall be alienable in fee, or leased, or otherwise disposed of, only to the United States, or to persons then being members of the Nez Perce tribe, and of Indian blood, with the permission of the President, and under such regulations as the Secretary of the Interior or the Commissioner of Indian Affairs shall prescribe; and if any such person or family shall at any time neglect or refuse to occupy and till a portion of the land so assigned, and on which they have located, or shall rove from place to place, the President may cancel the assignment, and may also withhold from such person or family their proportion of the annuities or other payments due them until they shall have returned to such permanent home, and resumed the pursuits of industry, and in default of their return the tract may be declared abandoned, and thereafter assigned to some other person or family of such tribe. The residue of the land hereby reserved shall be held in common for pastorage for the sole use and benefit of the Indians: *Provided, however,* That from time to time, as members of the tribe may come upon the reservation, or may become of proper age, after the expiration of the time of one year after the ratification of this treaty, as aforesaid, and claim the privileges granted under this article, lots may



be assigned from the lands thus held in common, wherever the same may be suitable for cultivation. No State or Territorial legislature shall remove the restrictions herein provided for without the consent of Congress, and no State or Territorial law to that end shall be deemed valid until the same has been specifically submitted to Congress for its approval.

Restriction not to be removed without the consent of Congress.

ARTICLE IV. In consideration of the relinquishment herein made the United States agree to pay to the said tribe, in addition to the annuities provided by the treaty of June eleventh, one thousand eight hundred and fifty-five, and the goods and provisions distributed to them at the time of signing this treaty, the sum of two hundred and sixty-two thousand and five hundred dollars, in manner following, to wit:

Payments to the tribe.

First. One hundred and fifty thousand dollars, to enable the Indians to remove and locate upon the reservation, to be expended in the ploughing of land, and the fencing of the several lots, which may be assigned to those individual members of the tribe who will accept the same in accordance with the provisions of the preceding article, which said sum shall be divided into four annual instalments, as follows: For the first year after the ratification of this treaty, seventy thousand dollars; for the second year, forty thousand dollars; for the third year, twenty-five thousand dollars; and for the fourth year, fifteen thousand dollars.

Second. Fifty thousand dollars to be paid the first year after the ratification of this treaty in agricultural implements, to include wagons or carts, harness, and cattle, sheep, or other stock, as may be deemed most beneficial by the superintendent of Indian affairs, or agent, after ascertaining the wishes of the Indians in relation thereto.

Third. Ten thousand dollars for the erection of a saw and flouring mill, to be located at Kamia, the same to be erected within one year after the ratification hereof.

Fourth. Fifty thousand dollars for the boarding and clothing of the children who shall attend the schools, in accordance with such rules or regulations as the Commissioner of Indian Affairs may prescribe, providing the schools and boarding houses with necessary furniture, the purchase of necessary wagons, teams, agricultural implements, tools, etc., for their use, and for the fencing of such lands as may be needed for gardening and farming purposes, for the use and benefit of the schools, to be expended as follows: The first year after the ratification of this treaty, six thousand dollars; for the next fourteen years, three thousand dollars each year; and for the succeeding year, being the sixteenth and last instalment, two thousand dollars.

Fifth. A further sum of two thousand five hundred dollars shall be paid within one year after the ratification hereof, to enable the Indians to build two churches, one of which is to be located at some suitable point on the Kamia, and the other on the Lapwai.

Churches.

Subordinate  
chiefs.

ARTICLE V. The United States further agree that in addition to a head chief the tribe shall elect two subordinate chiefs, who shall assist him in the performance of his public services, and each subordinate chief shall have the same amount of land ploughed and fenced, with comfortable house and necessary furniture, and to whom the same salary shall be paid as is already provided for the head chief in Article V of the treaty of June eleventh, eighteen hundred and fifty-five, the salary to be paid and the houses and land to be occupied during the same period and under like restrictions as therein mentioned.

And for the purpose of enabling the agent to erect said buildings, and to plough and fence the land, as well as to procure the necessary furniture, and to complete and furnish the house, etc., of the head chief, as heretofore provided, there shall be appropriated, to be expended within the first year after the ratification hereof, the sum of two thousand five hundred dollars.

Further appro-  
priation.

And inasmuch as several of the provisions of said Article V of the treaty of June eleventh, eighteen hundred and fifty-five, pertaining to the erection of schoolhouses, hospitals, shops, necessary buildings for employe(e)s and for the agency, as well as providing the same with necessary furniture, tools, etc., have not yet been complied with, it is hereby stipulated that there shall be appropriated, to be expended for the purposes herein specified during the first year after the ratification hereof, the following sums, to wit:

Schools.

First. Ten thousand dollars for the erection of the two schools, including boarding houses and the necessary out-buildings; said schools to be conducted on the manual-labor system as far as practicable.

Hospital.

Second. Twelve hundred dollars for the erection of the hospital, and providing the necessary furniture for the same.

Blacksmith's  
shop, tools, etc.

Third. Two thousand dollars for the erection of a blacksmith's shop, to be located at Kamia, to aid in the completion of the smith's shop at the agency, and to purchase the necessary tools, iron, steel, etc.; and to keep the same in repair and properly stocked with necessary tools and materials there shall be appropriated thereafter, for the fifteen years next succeeding, the sum of five hundred dollars each year.

Houses, mills,  
etc.

Fourth. Three thousand dollars for erection of houses for employe(e)s, repairs of mills, shops, etc., and providing necessary furniture, tools, and materials. For the same purpose, and to procure from year to year the necessary articles—that is to say, saw logs, nails, glass, hardware, etc.—there shall be appropriated thereafter, for the twelve years next succeeding, the sum of two thousand dollars each year; and for the next three years, one thousand dollars each year.

And it is further agreed that the United States shall employ, in addition to those already mentioned in Article

V of the treaty of June eleventh, eighteen hundred and fifty-five, two matrons to take charge of the boarding schools, two assistant teachers, one farmer, one carpenter, and two millers.

Matrons, teachers, mechanics, millers.

All the expenditures and expenses contemplated in this treaty, and not otherwise provided for, shall be defrayed by the United States.

ARTICLE VI. In consideration of the past services and faithfulness of the Indian chief, Timothy, it is agreed that the United States shall appropriate the sum of six hundred dollars to aid him in the erection of a house upon the lot of land which may be assigned to him, in accordance with the provisions of the third article of this treaty.

Payment to the chief, Timothy.

ARTICLE VII. The United States further agree, that the claims of certain members of the Nez Perce tribe against the Government for services rendered and for horses furnished by them to the Oregon mounted volunteers, as appears by certificates issued by W. H. Fauntleroy, Army regimental quartermaster and commander Oregon volunteers, on the sixth of March, eighteen hundred and fifty-six, at Camp Cornelius, and amounting to the sum of four thousand six hundred and sixty-five dollars, shall be paid to them in full, in gold coin.

Claims for services and for horses to be paid.

ARTICLE VIII. It is also understood that the aforesaid tribe do hereby renew their acknowledgments of dependence upon the Government of the United States, their promises of friendship, and other pledges, as set forth in the eighth article of the treaty of June eleventh, one thousand eight hundred and fifty-five; and further, that all the provisions of said treaty which are not abrogated or specifically changed by any article herein contained, shall remain the same to all intents and purposes as formerly—the same obligations resting upon the United States, the same privileges continued to the Indians outside of the reservation, and the same rights secured to citizens of the United States as to right of way upon the streams and over the roads which may run through said reservation, as are therein set forth.

Authority, etc., of the United States acknowledged.

But it is further provided, that the United States is the only competent authority to declare and establish such necessary roads and highways, and that no other right is intended to be hereby granted to citizens of the United States than the right of way upon or over such roads as may thus be legally established: *Provided, however,* That the roads now usually traveled shall, in the mean time, be taken and deemed as within the meaning of this article, until otherwise enacted by act of Congress, or by the authority of the Indian department.

Roads and highways.

And the said tribe hereby consent, that upon the public roads which may run across the reservation there may be established, at such points as shall be necessary for

**Hotels and stage stands.** public convenience, hotels or stage stands, of the number and necessity of which the agent or superintendent shall be the sole judge, who shall be competent to license the same, with the privilege of using such amount of land for pasturage and other purposes connected with such establishment as the agent or superintendent shall deem necessary, it being understood that such lands for pasturage are to be inclosed and the boundaries thereof described in the license.

**Ferries and bridges.** And it is further understood and agreed that all ferries and bridges within the reservation shall be held and managed for the benefit of said tribe.

Such rules and regulations shall be made by the Commissioner of Indian Affairs, with the approval of the Secretary of the Interior, as shall regulate the travel on the highways, the management of the ferries and bridges, the licensing of public houses, and the leasing of lands, as herein provided, so that the rents, profits, and issues thereof shall inure to the benefit of said tribe, and so that the persons thus licensed, or necessarily employed in any of the above relations, shall be subject to the control of the Indian Department, and to the provisions of the act of Congress "to regulate trade and intercourse with the Indian tribes, and to preserve peace on the frontiers."

**Timber.** All timber within the bounds of the reservation is exclusively the property of the tribe, excepting that the United States Government shall be permitted to use thereof for any purpose connected with its affairs, either in carrying out any of the provisions of this treaty, or in the maintaining of its necessary forts or garrisons.

**Springs or fountains.** The United States also agree to reserve all springs or fountains not adjacent to, or directly connected with, the streams or rivers within the lands hereby relinquished, and to keep back from settlement or entry so much of the surrounding land as may be necessary to prevent the said springs or fountains being enclosed; and, further, to preserve a perpetual right of way to and from the same, as watering places, for the use in common of both whites and Indians.

**Robert Newell to receive a patent for a tract of land.** ARTICLE IX. Inasmuch as the Indians in council have expressed their desire that Robert Newell should have confirmed to him a piece of land lying between Snake and Clearwater Rivers, the same having been given to him on the ninth day of June, eighteen hundred and sixty-one, and described in an instrument of writing bearing that date, and signed by several chiefs of the tribe, it is hereby agreed that the said Robert Newell shall receive from the United States a patent for the said tract of land.

**Treaty, when to take effect.** ARTICLE X. This treaty shall be obligatory upon the contracting parties as soon as the same shall be ratified by the President and Senate of the United States.

In testimony whereof the said C. H. Hale, Superintendent of Indian Affairs, and Charles Hutchins and S. D. Howe, United States Indian agents in the Territory of

Washington, and the chiefs, headmen, and delegates of the aforesaid Nez Perce Tribe of Indians, have hereunto set their hands and seals at the place and on the day and year hereinbefore written.

CALVIN H. HALE, [SEAL.]  
*Superintendent Affairs, Washington Territory.*  
 CHAS. HUTCHINS, [SEAL.]  
*United States Indian Agent, Washington Territory.*  
 S. D. HOWE, [SEAL.]  
*United States Indian Agent, Washington Territory.*  
 FA-IND-7-1803 LAWYER, [SEAL.]  
*Head Chief Nez Percés Nation.*

UTE-SIN-MALE-E-CUM (his x mark). [SEAL.]  
 HA-HARCH-TUESTA (his x mark). [SEAL.]  
 TIP-ULANIA-TIMECCA (his x mark). [SEAL.]  
 ES-COATUM (his x mark). [SEAL.]  
 TIMOTHY (his x mark). [SEAL.]  
 LEVI (his x mark). [SEAL.]  
 JASON (his x mark). [SEAL.]  
 IP-SHE-NE-WISH-KIN (CAPT. JOHN) (his x mark). [SEAL.]  
 WEPTAS-JUMP-KI (his x mark). [SEAL.]  
 WE-AS-CUS (his x mark). [SEAL.]  
 PEP-HOOM-KAN (NOAH) (his x mark). [SEAL.]  
 SHIN-MA-SHA-HO-SOOT (his x mark). [SEAL.]  
 NIE-KI-LIL-MEH-HOOM (JACOB) (his x mark). [SEAL.]  
 STOOP-TOOP-NIN (his x mark). [SEAL.]  
 SU-WE-CUS (his x mark). [SEAL.]  
 WAL-LA-TA-MANA (his x mark). [SEAL.]  
 HE-KAIKT-IL-PILP (his x mark). [SEAL.]  
 WHIS-TAS-KET (his x mark). [SEAL.]  
 NEUS-NE-KEUN (his x mark). [SEAL.]  
 KUL-LOU-O-HAIKT (his x mark). [SEAL.]  
 WOW-EN-AM-ASH-IL-PILP (his x mark). [SEAL.]  
 KAN-POW-E-EEN (his x mark). [SEAL.]  
 WATAI-WATAI-WA-HAIKT (his x mark). [SEAL.]  
 KUP-KUP-PELLIA (his x mark). [SEAL.]  
 WAP-TAS-TA-MANA (his x mark). [SEAL.]  
 PEO-PEO-IP-SE-WAT (his x mark). [SEAL.]  
 LOUIS-IN-HA-CUSH-NIM (his x mark). [SEAL.]  
 LAM-LIM-SI-LILP-NIM (his x mark). [SEAL.]  
 TU-KI-LAI-KISH (his x mark). [SEAL.]  
 SAH-KAN-TAI (EAGLE) (his x mark). [SEAL.]  
 WE-AH-SE-NAT (his x mark). [SEAL.]  
 HIN-MIA-TUN-PIN (his x mark). [SEAL.]  
 MA-HI-A-KIM (his x mark). [SEAL.]  
 SHOCK-LO-TURN-WA-HAIKT (JONAH) (his x mark). [SEAL.]  
 KUNNESS-TAK-MAL (his x mark). [SEAL.]  
 TU-LAT-SY-WAT-KIN (his x mark). [SEAL.]  
 TUCK-E-TU-ET-AS (his x mark). [SEAL.]  
 NIO-A-LAS-IN (his x mark). [SEAL.]  
 WAS-ATIS-IL-PILP (his x mark). [SEAL.]  
 WOW-ES-EN-AT-IM (his x mark). [SEAL.]

HIRAM (his x mark).	[SEAL.]
HOWLISH-WAMPUM (his x mark).	[SEAL.]
WAT-SKA-LEEKS (his x mark).	[SEAL.]
WA-LAI-TUS (his x mark).	[SEAL.]
KY-E-WEE-PUS (his x mark).	[SEAL.]
KO-KO-IL-PILP (his x mark).	[SEAL.]
REUBEN, TIP-IA-LA-NA-UY-KALA-TSEKIN (his x mark).	[SEAL.]
WISH-LA-NA-KA-NIN (his x mark).	[SEAL.]
ME-TAT-UEPTAS (THREE FEATHERS) (his x mark).	[SEAL.]
RAY-KAY-MASS (his x mark).	[SEAL.]

Signed and sealed in the presence of—

GEORGE F. WHITWORTH, *Secretary*.  
 JUSTUS STEINBERGER, *Col., U. S. Vols.*  
 R. F. MALLOY, *Col., Cavly., O. V.*  
 J. S. RINEARSON, *Maj., 1st Cav., Ogn. Vols.*  
 WILLIAM KAPUS, *1st Lieut. and Adj., 1st W. T. Inf., U. S. V.*  
 HARRISON OLMSTEAD.  
 JNO. OWEN (BITTER ROOT).  
 JAMES O'NEILL.  
 J. B. BUKER, M. D.  
 GEORGE W. ELBER.  
 A. A. SPALDING, *Asst. Interpreter*.  
 PERRIN B. WHITMAN, *Interpreter for the Council*.

And whereas the said treaty having been submitted to the Senate of the United States for its constitutional action thereon, the Senate did, on the seventeenth day of April, one thousand eight hundred and sixty-seven, recede from certain amendments which it had made to the said treaty on the twenty-sixth day of June, one thousand eight hundred and sixty-six, and did advise and consent to the ratification of the said treaty as originally concluded by a resolution in the words and figures following, to wit:

IN EXECUTIVE SESSION,  
 SENATE OF THE UNITED STATES,  
 April 17, 1867.

*Resolved* (two-thirds of the Senators present concurring), That the Senate recede from its amendments to the treaty between the United States and the Nez Perce Indians, concluded at the council ground, in the valley of the Lapwai, June 9, 1863, which amendments were agreed to by the Senate June 26, 1866; and that the Senate do advise and consent to the ratification of the said treaty as concluded June 9, 1863.

Attest:

J. W. FORNEY, *Secretary*.

Now, therefore, be it known that I, Andrew Johnson, President of the United States of America, do, in pursuance of the advice and consent of the Senate, as expressed in its resolution of the seventeenth of April, one thousand eight hundred and sixty-seven, accept, ratify, and confirm the said treaty.

In testimony whereof I have hereunto signed my name, and caused the seal of the United States to be affixed.

Done at the city of Washington this twentieth day of April, in the year of our Lord one thousand eight hundred and sixty-seven, and of the independence of the United States of America the ninety-first.

ANDREW JOHNSON.

By the President:

WILLIAM H. SEWARD,  
*Secretary of State.*

TREATY WITH THE NEZ PERCES, 1868.

Whereas certain amendments are desired by the Nez Perce Tribe of Indians to their treaty concluded at the council ground in the valley of the Lapwai, in the Territory of Washington, on the ninth day of June, in the year of our Lord one thousand eight hundred and sixty-three; and whereas the United States are willing to assent to said amendments; it is therefore agreed by and between Nathaniel G. Taylor, commissioner, on the part of the United States, thereunto duly authorized, and Lawyer, Timothy, and Jason, chiefs of said tribe, also being thereunto duly authorized, in manner and form following, that is to say:

Aug. 13, 1868.  
15 Stats., 693.  
Ratified Feb. 10,  
1869. Proclaimed  
Feb. 24, 1869.

ARTICLE 1. That all lands embraced within the limits of the tract set apart for the exclusive use and benefit of said Indians by the second article of said treaty of June ninth, eighteen hundred and sixty-three, which are susceptible of cultivation and suitable for Indian farms, which are not now occupied by the United States for military purposes, or which are not required for agency or other buildings and purposes provided for by existing treaty stipulations, shall be surveyed as provided in the third article of said treaty of June ninth, eighteen hundred and sixty-three, and as soon as the allotments shall be plowed and fenced, and as soon as schools shall be established as provided by existing treaty stipulations, such Indians now residing outside the reservation as may be decided upon by the agent of the tribe and the Indians themselves shall be removed to and located upon the allotments within the reservation: *Provided, however,* That in case there should not be a sufficient quantity of suitable land within the boundaries of the reservation to provide allotments for these now there and those residing outside the boundaries of the same, then those residing outside, or as many thereof as allotments can not be provided for, may remain upon the lands now occupied and improved by them, provided, that the land so occupied does not exceed twenty acres for each and every male person who shall have attained the age of twenty-one years or is the head of a family, and the tenure of those remaining upon lands outside the

Reservation.

Allotments.

reservation shall be the same as is provided in said third article of said treaty of June ninth, eighteen hundred and sixty-three, for those receiving allotments within the reservation; and it is further agreed that those now residing outside of the boundaries of the reservation and who may continue to so reside shall be protected by the military authorities in their rights upon the allotments occupied by them, and also in the privilege of grazing their animals upon surrounding unoccupied lands.

Timber to be  
protected.

ARTICLE 2. It is further agreed between the parties hereto that the stipulations contained in the eighth article of the treaty of June ninth, eighteen hundred and sixty-three, relative to timber, are hereby annulled as far as the same provides that the United States shall be permitted to use thereof in the maintaining of forts or garrisons, and that the said Indians shall have the aid of the military authorities to protect the timber upon their reservation, and that none of the same shall be cut or removed without the consent of the head chief of the tribe, together with the consent of the agent and superintendent of Indian Affairs, first being given in writing, which written consent shall state the part of the reservation upon which the timber is to be cut, and also the quantity, and the price to be paid therefor.

School moneys,  
etc.

ARTICLE 3. It is further hereby stipulated and agreed that the amount due said tribe for school purposes and for the support of teachers that has not been expended for that purpose since the year eighteen hundred and sixty-four, but has been used for other purposes, shall be ascertained and the same shall be reimbursed to said tribe by appropriation by Congress, and shall be set apart and invested in United States bonds, and shall be held in trust by the United States, the interest on the same to be paid to said tribe annually for the support of teachers.

In testimony whereof the said commissioner on the part of the United States and the said chiefs representing said Nez Perce Tribe of Indians have hereunto set their hands and seals this thirteenth day of August, in the year of our Lord one thousand eight hundred and sixty-eight, at the city of Washington, D. C.

N. G. TAYLOR,

*Commissioner of Indian Affairs.* [L. S.]

LAWYER, *Head Chief Nez Percés.* [L. S.]

TIMOTHY (his x mark), *Chief.* [L. S.]

JASON (his x mark), *Chief.* [L. S.]

In presence of—

CHARLES E. MIX.

ROBERT NEWELL, *United States Agent.*

W. R. IRWIN.



## AGREEMENT WITH THE NEZ PERCE INDIANS IN IDAHO.

SEC. 16. Whereas Robert Schleicher, James F. Allen, and Cyrus Beede, duly appointed commissioners on the part of the United States, did on the first day of May, eighteen hundred and ninety-three, conclude an agreement with the principal men and other male adults of the Nez Perce Tribe of Indians upon the Lapwai Reservation, in the State of Idaho, which said agreement is as follows:

(28 Stat., 327.)

Whereas the President, under date of October thirty-first, eighteen hundred and ninety-two, and under the provisions of the act of Congress entitled "An act to provide for the allotment of lands in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and the Territories over the Indians, and for other purposes," approved February eighth, eighteen hundred and eighty-seven, authorized negotiations with the Nez Perce Indians in Idaho for the cession of their surplus lands; and

Whereas the said Nez Perce Indians are willing to dispose of a portion of the tract of land in the State of Idaho reserved as a home for their use and occupation by the second article of the treaty between said Indians and the United States, concluded June ninth, eighteen hundred and sixty-three:

Now, therefore, this agreement made and entered into in pursuance of the provisions of said act of Congress approved February eighth, eighteen hundred and eighty-seven, at the Nez Perce Agency, by Robert Schleicher, James F. Allen, and Cyrus Beede, on the part of the United States, and the principal men and male adults of the Nez Perce Tribe of Indians located on said Nez Perce Reservation, witnesseth:

## ARTICLE I.

The said Nez Perce Indians hereby cede, sell, relinquish, and convey to the United States all their claim, right, title, and interest in and to all the unallotted lands within the limits of said reservation, saving and excepting the following-described tracts of land, which are hereby retained by the said Indians, viz:

Lands ceded.

In township thirty-four, range four west: Northeast quarter, north half and southeast of northwest quarter, northeast quarter of southwest quarter, north half and east half of southwest quarter, and the southeast quarter of southeast quarter, section thirteen, four hundred and forty acres.

In township thirty-four, range three west: Sections ten, fifteen, thirty-six, one thousand nine hundred and twenty acres.

In township thirty-three, range three west: Section one; northwest quarter of northeast quarter, north half of northwest quarter section twelve, seven hundred and sixty acres.

In township thirty-five, range two west: South half of northeast quarter, northwest quarter, north half and southeast quarter of southwest quarter, southeast quarter section three; east half of northwest quarter, southwest quarter section ten; section eleven; north half, north half of south half, section twenty-one; east half of northeast quarter, section twenty; sections twenty-two, twenty-seven, thirty-five, four thousand two hundred acres.

In township thirty-four, range two west: North half, southwest quarter, north half and southwest quarter and west half of southeast quarter of southeast quarter, section thirteen; section fourteen; north half section twenty-three; west half of east half and west half of northeast quarter, northwest quarter, north half of southwest quarter, west half of east half and northwest quarter and east half of southwest quarter of southeast quarter, section twenty-four; section twenty-nine, two thousand seven hundred acres.

In township thirty-three, range two west: West half and southeast quarter section six; sections sixteen, twenty-two; twenty-seven; north half and north half of south half section thirty-four, two thousand eight hundred and eighty acres.

In township thirty-four, range one west: West half section two; sections three, four; north half and southwest quarter section eight; north half section nine; north half and north half of southwest quarter section eighteen; northwest quarter section seventeen, two thousand nine hundred and sixty acres.

In township thirty-seven, range one east: Section twenty; section twenty-one, less south half of south half of southwest quarter of southeast quarter (ten acres), one thousand two hundred and seventy acres.

In township thirty-six, range one east: South half of sections three, four; sections eleven, twelve, one thousand nine hundred and twenty acres.

(28 Stat., 328.)

In township thirty-six, range two east: Sections sixteen, seventeen, eighteen, twenty; all of section twenty-five west of boundary line of reservation; sections twenty-six, twenty-seven, four thousand two hundred and forty acres.

In township thirty-five, range two east: North half of sections sixteen, seventeen, section twenty-seven; north half of section thirty-four, one thousand six hundred acres.

In township thirty-four, range two east: East half and east half of west half of southeast quarter section twenty-four, one hundred acres.

In township thirty-four, range three east: South half of sections nineteen, twenty; north half; north half of south half; southwest quarter and north half of southeast quarter of southwest quarter; north half of south half of southeast quarter section twenty-three; north half;

north half and north half of southwest quarter and southeast quarter of southwest quarter; southeast quarter section twenty-four; north half and southeast quarter of northeast quarter; north half of northwest quarter section twenty-five; south half of northeast quarter of northeast quarter section twenty-six; section twenty-nine; northeast quarter of northeast quarter and south half section thirty; northwest quarter and north half of southwest quarter section thirty-one; northeast quarter; north half and southeast quarter of northwest quarter section thirty-two; northwest quarter; north half of southwest quarter, section thirty-three, three thousand seven hundred acres.

In township thirty-three, range four east: South half of southeast quarter section eighteen; northeast quarter and fraction northeast of river in east half of northwest quarter section nineteen; fraction west of boundary line of reservation, in section twenty-two; west half and southeast quarter of section thirty-five, one thousand four hundred and forty acres.

In township thirty-two, range four west: Fraction in west half of northeast quarter of southwest quarter; fraction in northwest quarter of southeast quarter section one; section two; south half of section six; west half and southeast quarter of northeast quarter of section nine, one thousand four hundred and ten acres.

In township thirty-one, range four west: South half of northeast quarter; southeast quarter of northwest quarter; northeast quarter of southwest quarter; southeast quarter section seventeen; northwest quarter section twenty-one, four hundred and eighty acres. Total, thirty-two thousand and twenty acres.

## ARTICLE II.

It is also stipulated and agreed that the place known as "the boom" on the Clearwater River, near the mouth of Lapwai Creek, shall be excepted from this cession and reserved for the common use of the tribe, with full right of access thereto, and that the tract of land adjoining said boom, now occupied by James Moses, shall be allotted to him in such manner as not to interfere with such right. Also that there shall be reserved from said cession the land described as follows: "Commencing at point at the margin of Clearwater River, on the south side thereof, which is three hundred yards below where the middle thread of Lapwai Creek empties into said river; run thence up the margin of said Clearwater River at low-water mark, nine hundred yards to a point; run thence south two hundred and fifty yards to a point; thence southwesterly in a line to the southeast corner of a stone building partly finished as a church; thence west three hundred yards to a point; thence from said point north-erly in a straight line to the point of beginning; and also

Lands reserved.

James Moses,  
allotment.

(28 Stat., 329.)

William G.  
Langford, pur-  
chase of land  
from.

Allotments to  
Indians.

the adjoining tract of land lying southerly of said tract, on the south end thereof, commencing at the said corner of said church, and at the point three hundred yards west thereof, and run a line from each of said points. One of said lines running on the east side and the other on the west of said Lapwai Creek; along the foothills of each side of said creek; up the same sufficiently far so that a line being drawn east and west to intersect the aforesaid lines shall embrace within its boundaries, together with the first above-described tract of land, a sufficient quantity of land as to include and comprise six hundred and forty acres," for which described tracts of land the United States stipulates and agrees to pay to William G. Langford, his heirs or assigns, the sum of twenty thousand dollars, upon the execution by said Langford, his heirs or assigns, of a release and relinquishment to the United States of all right, title, interest, or claim, either legal or equitable, in and to said tracts of land, derived by virtue of a quit-claim deed of February fourteenth, eighteen hundred and sixty-eight, to the said William G. Langford, from Langdon S. Ward, treasurer of the American Board of Commissioners for Foreign Missions, which release and relinquishment shall be satisfactory to the Secretary of the Interior, and it is stipulated and agreed by said Nez Perce Indians that upon the execution and approval of such release and relinquishment the right of occupancy of said Indians in said described tracts shall terminate and cease and the complete title thereto immediately vest in the United States: *Provided*, That any member of the said Nez Perce Tribe of Indians entitled to an allotment now occupying and having valuable improvements upon any of said lands not already occupied or improved by the United States may have the same allotted to him in such subdivisions as shall be prescribed and approved by the Secretary of the Interior, in lieu of an equal quantity of agricultural land allotted to him elsewhere; and for this purpose shall relinquish any patent that may have been issued to him before the title to said "Langford" tracts of land shall vest in the United States and shall have a new patent issued to him of the form and legal effect prescribed by the fifth section of the act of February eighth, eighteen hundred and eighty-seven (twenty-fourth Statutes, three hundred and eighty-eight) covering the new allotment and that portion of the former allotment not surrendered.

It is further agreed that five acres of said tract, upon which the Indian Presbyterian Church is located, as long as same shall remain a church, shall be patented to the trustees of said church; that the said five acres shall not include improvements made by the United States; the said five acres to be selected under the direction of the Commissioner of Indian Affairs.

## ARTICLE III.

In consideration for the lands ceded, sold, relinquished, and conveyed as aforesaid the United States stipulates and agrees to pay to the said Nez Perce Indians the sum of one million six hundred and twenty-six thousand two hundred and twenty-two dollars, of which amount the sum of six hundred and twenty-six thousand two hundred and twenty-two dollars shall be paid to said Indians per capita as soon as practicable after the ratification of this agreement. The remainder of said sum of one million six hundred and twenty-six thousand two hundred and twenty-two dollars shall be deposited in the Treasury of the United States to the credit of the "Nez Perce Indians of Idaho," and shall bear interest at the rate of five per centum per annum, which principal and interest shall be paid to said Indians per capita as follows, to-wit: At the expiration of one year from the date of the ratification of this agreement the sum of fifty thousand dollars, and semiannually thereafter the sum of one hundred and fifty thousand dollars with interest on the unexpended portion of the fund of one million dollars until the entire amount shall have been paid, and no part of the funds to be derived from the cession of lands by this agreement made shall be diverted or withheld from the disposition made by this article on account of any depreciation or other act committed by any Nez Perce Indian, prior to the execution of this agreement, but the same shall be actually paid to the Indians in cash, in the manner and at the times as herein stipulated.

Consideration.

Per capita distribution.

Fund.

Payments.

28 Stat., 330.

## ARTICLE IV.

It is further stipulated and agreed that the United States shall purchase for the use of said Nez Perce Indians two portable steam sawmills, at a cost not exceeding ten thousand dollars, and will provide for said Indians for a period not exceeding two years, and at a cost not exceeding twenty-four hundred dollars, a competent surveyor for the purpose of fully informing said Indians as to the correct locations of their allotments and the corners and lines thereof.

Sawmills, etc.

## ARTICLE V.

It is further stipulated and agreed that the lands by this agreement ceded shall not be opened for public settlement until trust patents for the allotted lands shall have been duly issued and recorded and the first payment shall have been made to said Indians.

Opening to settlement.

## ARTICLE VI.

Lands for religious, etc., uses.

It is further stipulated and agreed that any religious society or other organization now occupying, under proper authority, for religious or educational work among the Indians, any of the lands ceded shall have the right for two years from the date of the ratification of this agreement within which to purchase the land so occupied, at the rate of three dollars per acre, the same to be conveyed to such society or organization by patent in the usual form.

## ARTICLE VII.

Allotments to deceased Indians to be confirmed.

It is further stipulated and agreed that all allotments made to members of the tribe who have died since the same were made, or may die before the ratification of this agreement, shall be confirmed and trust patents issued in the names of such allottees, respectively.

## ARTICLE VIII.

Payment of first per capita.

It is further stipulated and agreed that the first per capita payment, provided for in Article VIII of this agreement, shall be made to those members of the Nez Perce Tribe whose names appear on the schedule of allotments made by Special Agent Fletcher, and to such as may be born to them before the ratification of this agreement: *Provided*, That should it be found that any member of the tribe has been omitted from said schedule, such member shall share in the said payment, and shall be given an allotment, and each subsequent payment shall be made to those who receive the preceding payment and those born thereafter: *Provided*, That not more than one payment shall be made on account of a deceased member.

## ARTICLE IX.

Intoxicating liquors.

It is further agreed that the lands by this agreement ceded, those retained, and those allotted to the said Nez Perce Indians shall be subject, for a period of twenty-five years, to all the laws of the United States prohibiting the introduction of intoxicants into the Indian country, and that the Nez Perce Indian allottees, whether under the care of an Indian agent or not, shall, for a like period, be subject to all the laws of the United States prohibiting the sale or other disposition of intoxicants to Indians.

## ARTICLE X.

(28 Stat., 331.)  
Claims of certain scouts to be examined.

Representation having been made by the Indians in council that several members of the Nez Perce Tribe, to the number of about fifty, as per list hereto attached, served the United States under General O. O. Howard, in

the late war with Joseph's band of said tribe, as scouts, couriers, and messengers, and that they have received no pay therefor, it is agreed that the United States, through its properly constituted authority, will carefully examine each of the cases herewith presented and make such remuneration to each of said claimants as shall upon such examination be found to be due, not exceeding the sum of two dollars and fifty cents per day each for the time actually engaged in such service, it being understood and agreed that the time of service of said claimants in no case exceeded sixty days. And it also having been made to appear that Abraham Brooks, a member of the Nez Perce Tribe of Indians was engaged in the service of the United States in the late war with Joseph's band of Nez Percés, and it also appearing that the said Abraham Brooks was wounded in said service and that by reason thereof he is now in failing health, and has been for several years; that he is now nearly blind in consequence thereof; it is agreed that an investigation of all the facts in the case shall be made by the proper authorities of the United States, as early as practicable, and that if found substantially as herein represented, or if found worthy under the law in such cases provided, he shall be allowed and paid by the United States a pension adequate to the service and disability.

#### ARTICLE XI.

The existing provisions of all former treaties with said Nez Perce Indians not inconsistent with the provisions of this agreement are hereby continued in full force and effect. Former treaties  
in effect.

#### ARTICLE XII.

This agreement shall not take effect and be in force until ratified by the Congress of the United States. Ratification.

In witness whereof the said Robert Schleicher, James F. Allen, and Cyrus Beede, on the part of the United States, and the principal men and other male adults of the Nez Perce Tribe of Indians, have hereunto set their hands.

Concluded at the Nez Perce Agency, this first day of May, anno Domini eighteen hundred and ninety-three.

ROBERT SCHLEICHER,  
JAMES F. ALLEN,  
CYRUS BEEDE,  
A. B. LAWYER  
(And others).

Therefore,

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

Amount appropriated.

Disposition

(28 Stat., 332.)  
William G. Langford; payments to heirs.

Proviso.  
Depredation claims.

Lands to be opened to settlement on issuing trust patents.

Proviso.  
Additional payments for entries.

Surveyor.

That for the purpose of carrying the provisions of this act into effect there is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of one million six hundred and sixty-eight thousand six hundred and twenty-two dollars, of which amount the sum of one million dollars shall be placed to the credit of "the Nez Perce Indians of Idaho" in the Treasury of the United States and shall bear interest at the rate of five per centum per annum. Said sum of one million six hundred and sixty-eight thousand six hundred and twenty-two dollars, together with the interest on said sum of one million dollars, shall be paid to said Indians, or expended for their benefit, as provided in articles two, three, four, and eight of said agreement; "out of which sum the Secretary of the Interior shall pay to the heirs, administrator, or legal representatives of William G. Langford, deceased, the sum of twenty thousand dollars, upon a release and relinquishment to the United States by said heirs, administrator, or legal representatives of all right, title, interest, or claim, either legal or equitable, in and to the tract of land described in article two of said agreement as therein provided: *Provided*, That none of the money agreed to be paid said Indians, nor any of the interest thereon, shall be, or become, liable to the payment of any judgment or claim for depredations committed by said tribe or any member thereof before the date of said agreement.

That immediately after the issuance and receipt by the Indians of trust patents for the allotted lands, as provided for in said agreement, the lands so ceded, sold, relinquished, and conveyed to the United States shall be open to settlement by proclamation of the President, and shall be subject to disposal only under the homestead, town-site, stone, and timber, and mining laws of the United States, excepting the sixteenth and thirty-sixth section in each congressional township, which shall be reserved for common school purposes and be subject to the laws of Idaho: *Provided*, That each settler on said lands shall, before making final proof and receiving a certificate of entry, pay to the United States for the lands so taken by him, in addition to the fees provided by law, the sum of three dollars and seventy-five cents per acre for agricultural lands, one-half of which shall be paid within three years from the date of original entry; and the sum of five dollars per acre for stone, timber, and mineral lands, subject to the regulations prescribed by existing laws; but the rights of honorably discharged Union soldiers and sailors, as defined and described in sections twenty-three hundred and four and twenty-three hundred and five of the Revised Statutes of the United States, shall not be abridged except as to the sum to be paid as aforesaid.

That the Commissioner of Indian Affairs be, and he hereby is, authorized to employ a competent surveyor for a period not exceeding two years, at a compensation not



exceeding one thousand two hundred dollars per annum, for the purposes stipulated in article four of said agreement, and he is also authorized to purchase two portable sawmills, as provided in article four.

That the Secretary of the Interior is hereby authorized to examine the claim of those Indians who served the United States under General O. O. Howard in the late war with Joseph's band of said tribe as scouts, couriers, and messengers, referred to in article ten of said agreement, and also as to the claim of Abraham Brooks, mentioned in said article, and report his findings and recommendations to Congress.

Claims of scouts  
to be examined.

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EXHIBIT 1.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO,  
*County of Nez Perce, ss:*

Tom Hill, being first duly sworn, on his oath says:

I am one-half Delaware and one-half Nez Perce Indian; about 70 years of age. My post-office address is Kooskia, Idaho.

I was living on the Delaware Reservation in Kansas when the Delawares entered into a treaty with the United States and agreeing to sell their lands, and I was also there in 1867 when they entered into an agreement with the Cherokees to purchase land from them in the Cherokee Nation. Instead of going to the Indian Territory with the Delaware Indians my brother, John Hill, and I went to the Nez Perce Reservation and joined the Nez Perce. A part of my money and a part of my brother John Hill's money was appropriated to pay for 160 acres of land for each of us in the Cherokee Nation and to pay for citizenship in the Cherokee Nation. A large number of Delaware Indians elected to remain in Kansas, drew out of Delaware general funds their per capita interest with the general funds of the Delaware Indians and became citizens of the United States; but my brother John Hill and myself did not draw out our money from the Delaware funds and did not take our allotments in the Cherokee Nation, although we tried to get the allotments, and we hold there would be due to us from the United States the same amount of money that was paid to the Delaware Indians who remained in Kansas—that is, \$1,280 apiece. After leaving the Delaware country and joining the Nez Perce Indians I settled at Kooskia, Idaho. When the Joseph war broke out I was living in Montana at Big Hole. I joined Joseph's forces in that war.

The battle took place at Big Hole, Mont., and later on—I can not give you the name of the battle, but we had another big battle with Gen. Howard. I took part in that battle. Yellowstone River was the place the third battle took place. The fourth battle took place at Mussel Shell; fifth battle at a place called by the Indians Buffalo Island. Sixth battle took place at a place called by the Indians Bears Paw. This battle was with Gen. Miles and was the hardest fought battle of any battles and lasted for five days. We had no time during the battle to eat and hardly time to get a drink of water. Then I told my people, the Nez Perce, "We must quit. I am going across to

the other side." I went across to where the United States soldiers were. An officer started to meet me. He was riding a brown horse. His name was Capt. Jerome. Capt. Jerome shook hands with me. He asked me if I wanted to see Gen. Miles, the commander of the troops, and I said, "Yes." While I and Capt. Jerome were talking he got off the horse. When he got down from the horse he told me to get on the horse. When I got on the horse, he took me where Gen. Miles was. I rode the horse and he went on foot beside me.

While making my visit there every soul in that troop stood up. He pointed out Gen. Miles to me. Miles was standing erect, with his hands on his hips, and back of him was the army, all in arms. When I arrived, I dismounted and shook hands with Gen. Miles. Miles asked me if I wanted to eat something, and I said, "Yes," because that was my fifth day without anything to eat or drink. I returned the brown horse to Capt. Jerome. Then I and Gen. Miles walked together. Miles was on my right-hand side and gave command for the troop to open a passageway for us to pass through. They did open a passageway for us, and I and Gen. Miles passed through the troop to his camp. There was one man went behind us. When Gen. Miles looked behind and saw him, he commanded him to return to the troops. Gen. Miles stayed at my right-hand side. Then he commanded the cooks to cook something for us to eat, and then he took a paper from his pocket. After he got that paper out he said, "Where is Wah-ki-tits?" I answered and said, "Wa-li-tits has been killed at Big Hole, Mont." He again asked me, "Where is Sopsis IlpIlp?" I answered, "This man has been killed at Big Hole, Mont." He then asked me, "Where is Tip-ya-la-na-Kaps-Kaps?" I answered, "He was killed by some tribe of Indians near by." He again asked me, "Where is Chief To-hol-hochout?" I answered, "You have killed him at this battle;" and he asked me, "Where is Joseph?" I said, "He is across on the other side with his people." The next question he asked was: "Where is Allo-cut?" I answered, "You have killed him." The next question is: "Where is Lookingglass?" I answered, "You have killed him." He asked now, "Where is Chief Whitebird?" I said, "He is among his people, among his band." This is all the questions he asked me about the warriors. He asked me, "Who is your father?" I answered, "Tom Hill." Since then I was called Tom Hill. By this time meals were prepared for me to eat with Gen. Miles, and I and Gen. Miles eat together. General advised me to eat all I wanted. I told the General I was glad to get what I had. After I took a drink of cold water, Gen. Miles said: "I will now go with you to the Indian trenches. I want to see Chief Joseph." We went halfway, and there I called Joseph and told him to come, but to come armed. Joseph came over with two other Indians, and they were all armed. They came to the front of us, and I said, "Gen. Miles, here is Joseph." When Gen. Miles shook hands with Joseph, Gen. Miles said: "We should now quit fighting." General said, "I am the man that commands the troop; they are all under my command." He said to Joseph, "Now, you bring all your arms to me." Joseph said, "I shall give you half of my arms and I shall retain half of them to use to kill game for my family." Gen. Miles answered, "I want you to give all of them to me now and I will give you half of them back after while." Gen. Miles stated to Joseph right there and said, "Which is the place that you love to stay in?"

I want you to tell me, as I have the power to remove these white people, and I will let you live there."

The battle stopped right there. Gen. Miles said to Joseph, "Now, you go back across to your people and tell all your people to come over to me," and he advised me, Hill, to stay with him and told Joseph to tell his people not to be afraid, we will fight no more, but come over to me, and of course these three men started back to their people. Just the moment when Joseph and his other two men left and had gone a few steps an officer came up to Gen. Miles and told me to call Joseph back, to come alone, and Joseph returned. Joseph came. General told Joseph to stay and told me to go to the Indian trenches and tell my people to come. I looked at Joseph's face, and tears were dripping from his eyes. Joseph said, "Now you are going to throw me away." He was addressing me. I said, "I can not do that. You will not die alone. If you die today, I shall die for you also," and I went across to my people. I told my people Chief Joseph was on the other side with the troop and we are going to quit fighting, and while I was making that announcement to the people, going from trench to trench. At that moment I saw Capt. Jerome on a brown horse coming along. Just then I saw two Indians meet Capt. Jerome, grabbed the reins of the horse's bridle. I noticed Yellow Bull was holding the reins of the bridle and another Indian, who is now an old man, whose name is White Bull, seized Capt. Jerome and pulled him off the horse. Then some one holloed to me, "They are going to kill that captain." Then I ran toward them and I grabbed Capt. Jerome by the arm and took him away from the Indian. I took Capt. Jerome to the trench and kept him there overnight. This capture of Capt. Jerome was in the evening. Just then it got dark, the troops fired at us, and battle took place again. All of this time the Indians wanted to kill Capt. Jerome, and I said "No," and I protected him. I said to the Indians, "If Joseph should be killed across on the other side, then this captain shall die." I knew the custom of such battles, and my instructions from my brother, John Hill, was, "Whenever you capture a prisoner or opponent, never kill him;" and I believe all the time that Joseph was not killed on the other side. Later in the night the battle ceased and renewed early the next morning. In the morning I took Capt. Jerome out of a trench to the center of the battle grounds and from there I holloed across to the troop, "Where is Joseph?" Then they brought Joseph out in sight. After I saw Joseph and an officer with him, I said, "Here is a man I have caught here." I said, "You bring Joseph to me and I will return this man to you." Joseph was brought to me and delivered over to me, and I turned Capt. Jerome over to the officers.

Capt. Jerome went over to the tribe and Joseph went back to his people. Joseph then announced to his people, "Go back to your trenches; we shall fight again." Joseph said to his people, "I was hobbled; I was tied up." He said, "If it was not for the captain we captured here, I might have been killed on the other side." Joseph said, "We will all have to die; we will not surrender." Just then I was real mad. I said to my people, "We shall not remain in the trenches, but we must charge on the troop and fight face to face." I got my gun and took the lead and walked to the troops and only

two followed me; one has died since and one is still living to-day. His name is Wa-to-lin. No one else came along with me. I said to the two who followed me, "Go back to the trenches now; we will have to quit fighting." Then I hallooed to my people, "We must quit fighting." While I was talking to my people one Indian announced that Gen. Howard has overtaken the two Nez Perce scouts, Capt. John and George Me-yop-kar-wit. These two Nez Perce Indian scouts had a long pole; a white flag tied to their pole; they were coming across to see us. Just as these two scouts got near the trenches White Bull took up his gun and was going to kill both of these scouts. One Indian, who is dead now, grabbed White Bull's gun and told him to stop. "Don't kill these scouts." And I, Tom Hill, met these scouts and shook hands with them and told both of them not to be afraid; they would not be killed; and then they both shed tears and wept, and of course we Indians came out from the trenches and shook hands with them, and I said to my people, "We will now quit fighting." I said again to my people, "I am going across on the other side now." I said to the people, "Those that want to stay can do so." Then Joseph said to the people, "We will now quit fighting." Then they all came together and followed me and we all went across to see Gen. Miles and Gen. Howard, and we all shook hands with Gen. Howard, and I said to Gen. Howard, "This is my people that are left, what you have seen just now." Gen. Howard said, "Don't be afraid; you will not be hurt any more. We will quit fighting now." We stayed over with the troops, children and all. Miles asked my people, "Are you hungry?" and I told him, "Yes; my children and myself and my people are hungry; give us something to eat," and they did give us something to eat, and of course that night the soldiers gathered around to see us; they thought we were a curiosity. I told Gen. Miles, "Tell the troops to keep away from my people," and so he did command the soldiers to keep away from them and they left us alone.

During the surrender we were ordered to go out in the prairie and out among the other tribes of Indians to look for Nez Perce Indians that were kept during that five days' battle and I obeyed the order and I left for good. After staying away for about one year I was recaptured again and made a prisoner for 18 days, and I was then taken along to Indian Territory to follow the rest of the Nez Perce who were taken there. I stayed with the Nez Perce seven years. Then I was returned with a bunch of the Nez Perce to Idaho. Chief Joseph and a band with him selected to come to Nespelem, what is now known as Colville Reservation in the State of Washington. Since then I took up an allotment here and have lived here since I returned from the Indian Territory and lived here ever since. I have much more that I could tell on the subject, but I have not the time to do so now.

And further deponent saith not

TOM HILL. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STAN J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 2.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Starr J. Maxwell, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 39 years of age. My post-office address is Lapwai, Idaho. I have represented my people here as their attorney and counsel for several years. I am acquainted with a majority of them; have heard many of their complaints or grievances from time to time during the entire time I have represented them. They are not properly protected in the use and enjoyments of their allotments as guaranteed to them under the trust patent they received, for in the trust patent they are promised that "at the expiration of said period the United States will convey the same by patent to said Indian or his or her heirs as aforesaid in fee, discharge all said trust, in fee, discharged of said trust and free of all charges or incumbrances whatsoever." Much of their lands has been seized and taken for public highways without their consent or for railroad right of ways without their consent or without proper compensation and in many and most cases without compensation at all. The Nez Perce Indians have not been dealt with as guaranteed under this patent in accordance with the laws of the State of Idaho. Their rights have been disregarded by the superintendent or the Interior Department and the lands have been awarded to persons who, under the laws of Idaho, have no right to it whatever. This has been done over their protests, many times without a hearing, or without due notice of a hearing, and in violation of their rights. The patent provides that "in case of his or her decease, for the sole use of his or her heirs, according to the laws of the State or Territory where such land is located."

I wish to attach to my statement several petitions that have been filed by our people as exhibits of their complaints.

Sometimes when the Nez Perce Indian makes application for patent in fee he is granted permission to sell his allotment instead. This is done without him making a request to have permission to make the sale. It seems that even the department wants these Indians to sell the land so that their money can be deposited and they kept in subjection and restraint as long as possible. I wish to refer to application of Thomas Hart as late as March 2, 1911; made application for patent in fee; instead of receiving a patent in fee he received a permit to sell his allotment. These papers are on file in the Department of the Interior.

The department has assumed to act as guardian for minor Nez Perce Indian children. I understand our trust patent, our rights in regard to guardian matters, would come under the jurisdiction of the probate court of the State of Idaho, and not under the jurisdiction of the Interior Department.

To bring these various matters to the attention of the Interior Department our people did, in January, 1911, after deliberately counseling for several days and voting on several candidates, elect Silas D. Whitman as their delegate to go to Washington to present their petitions to the department. He was instructed to request that

an inspector be sent to our people to hear and investigate the complaints our people had to make, but our request was denied, and we have undertaken to show our grievances to Congress in a memorial supported by affidavits from many of our people and white persons living in our vicinity and who are acquainted with us. We could procure hundreds of these statements if it was necessary.

And further deponent saith not.

STARR J. MAXWELL. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

LEE A. STRICKFADEN,  
*Notary Public.*

My commission expires February 1, 1915.

The SECRETARY OF THE INTERIOR,  
*Washington, D. C.:*

We, the undersigned, allottees of the Nez Perce Indian Tribe, under the general land in severalty act approved February 8, 1887, respectfully represent that pursuant to the terms of a treaty made by the Nez Perce Tribe May 1, 1893, our lands were allotted to us in severalty, and from and after that date we ceased to sustain tribal relations as an Indian tribe.

That since said date and long prior thereto matters of heirship, descent, and succession continually arose among our people and until recently we had been having all such matters adjusted and determined by the respective State courts of the State of Idaho in manner which was giving perfect satisfaction to our people as citizens of said State. That as we understand the provisions of said land in severalty act we are entitled as citizens of the State of Idaho to the benefit of the laws of the State both civil and criminal, and as such citizens we are entitled to all the rights, privileges, and immunities of such citizenship.

That within the past few months an order or rule has been promulgated either by yourself or the Commissioner of Indian Affairs whereby Oscar H. Lipps, Indian agent at Fort Lapwai, has been advised and instructed to ignore any and all rulings and decisions of the State courts relative to the estates of deceased Indians, and since the receipt of said ruling or order the said agent has been and is now totally ignoring any and all decisions of the State courts, especially as the same affects the estates of deceased members of our tribe. This manner of procedure is very unsatisfactory, we believe, to every member of the Nez Perce Tribe, in this, that the said agent assumes to himself all of the functions of a court, hears the matters in a summary and unsatisfactory way, deciding said matters without due consideration and frequently without contesting parties being allowed to produce witnesses in support of their respective claims. Parties having been appointed duly and legally as guardians or administrators of estates of deceased or incompetent Indians by the proper State courts are ignored and swept aside by the agent, sums of money

due to guardians or administrators as the case may be are withheld, and doled out to the parties as the agent deems best.

By a determination of matters of this importance in such a summary manner interested parties are not given the opportunity to properly appear and produce, as is frequently necessary, many witnesses to substantiate their respective claims, as was the case in the State courts, where full and complete hearings were always given, if desired, where litigants might have the aid of counsel and were assured of having their estate matters passed upon by a competent judge or judges of both the law and the facts, as is not now the case, and, in fact, can never be the case through the intervention of any Indian agent, as it can not be expected that they will be skilled in the law or the intricate questions of descent and succession.

No layman, in our judgment, is competent to pass upon such matters as these, and we respectfully urge that the rule heretofore promulgated from your department, so far as concerns the Nez Perce Indians, be abrogated and set aside, and that we as citizens of the United States and of the State of Idaho be allowed to have all of our legal matters, especially matters pertaining to the estates of deceased persons, determined by the proper State court or courts.

All of which is respectfully submitted with the earnest request that you take early and favorable action herein.

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LAPWAI, IDAHO, *October 19, 1903.*

**The SECRETARY OF THE INTERIOR:**

We, the undersigned members of the Nez Perce Tribe of Indians, desire to present to you the grievances of the Nez Perce Tribe against E. T. McArthur, Esq., the superintendent of Indian schools on this reservation and ex-officio agent, respectfully represent that the said E. T. McArthur is not a fit or proper person to hold said position, and that he should be removed or transferred for the following reasons:

First. That the said E. T. McArthur is of a hasty, irascible temperament, impatient, and easily made angry, this to such an extent as to render it almost impossible for the Indians to transact any business with him.

Second. That out of any rents due to the Indians from the leasing of their allotments, the said E. T. McArthur retains one-half thereof, refusing to give any certificate or other evidence of his retention of said money, or to give anything showing the amount due to the Indians, and allows no interest on the amount retained by him, and we are informed that this money is deposited by said E. T. McArthur in the bank of Culdesac, a private bank, of which J. S. Martin, chief clerk at the Lapwai agency, is president, and A. J. Montgomery, leasing clerk, is a prominent stockholder. This practice of retaining the money is maintained by Mr. McArthur regardless of the wants or character of the Indian or the need of the money.

Third. That the said E. T. McArthur prepares leases on Indian allotments that require the rent money to be paid in November, but allows the lessees to retain possession until the January following.

The result is that by the time the Indian secures back his land it is too late for all sowing, and by the time that all formalities of preparing a new lease have been gone through with, in many cases, the time for spring sowing has also passed, and thus a whole year is lost; whereas if the rent money was made to come due in October, and the possession of the land was returned to the Indians in October, it would give the Indian an opportunity, of which many would take advantage, to use this money in cultivating the land the next year themselves.

Fourth. That some of the Indians prefer to send their children to the public school provided by the county, believing that in this, civilized methods of living will be more quickly learned by the Indian children and have a better and more lasting benefit than when they attend the Government school. The school authorities in this county enumerate the Indian children in their school census just the same as the white children, and money is appropriated for them.

That under the laws of Idaho no child can be compelled to attend any other school when he is anxious and willing to attend the public school, yet the said E. T. McArthur, in order to coerce Indians to send their children to the Government school, has stated and enforced the ruling that if the Indians having children of school age do not send them to the Government school the said E. T. McArthur will not allow the Indian to lease his land or draw the rent money due him, thus depriving him of the only means of living.

Wherefore, by the reason of the above, we humbly pray and respectfully request that the said E. T. McArthur be either transferred or removed as superintendent of the Fort Lapwai School and acting agent.

Respectfully submitted.

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NEZ PERCE AGENCY,  
*Lapwai, Idaho.*

The Hon. COMMISSIONER OF INDIAN AFFAIRS,  
*Washington, D. C.*

SIR: We, the undersigned members of the Nez Perce Tribe of Indians, and patrons of the Government sawmills on the Nez Perce Reservation, in Idaho, respectfully represent that the supply of good saw timber near and in the immediate vicinity of sawmill No. 1 on this reservation is practically exhausted; and we respectfully request authority to move said sawmill No. 1 to a suitable mill site on the Nez Perce timber reserve in section — in township — north, of range — W. B. M., in Nez Perce County, Idaho. We further represent that the proposed mill site is in the midst of a large growth of good saw timber, and will be on a good wagon road, and convenient for a large number of Indians. The proposed mill site will be on Rock Creek, and will have a convenient and abundant supply of water for the mill. If authority shall be granted for the removal of the said sawmill, your petitioners will agree to move and put in place the mill



without expense or assistance from the Government, except the assistance from the engineer and sawyer in charge of the mill.

George Moses, Sam Morris, Tom (his X mark) Broncheau, S. J. Maxwell, Frank (his X mark) Broncheau, Ed. (his X mark) Broncheau, Louis (his X mark) Bronshau, Paul (his X mark) Bronshau, James G. Dickson, Silas D. Whitman, Elmer Whitfield, Titus (his X mark) Thompson, Frank (his X mark) Hushush, John (his X mark) Pinkim, Peter (his X mark) Plider, Mos Mos (his X mark) John, Chas. W. (his X mark) Rad Horn, Johny (his X mark) Uyath, Tom (his X mark) Lamounid, James Williams, Wilson Davis, Jonah Hays, Paul Jackson, Sam Henry, James Henry, Alex (his X mark) James, Andrew (his X mark) James, James (his X mark) Tooyahin, John Henry, Joesph Henry, Abel J. Grant, John G. Moses, Otis Half Moon, Simon Matthew, John Lott, James Miles, Sam Wilson, Thomas Moore, George Penny, Ignatius Thomas, Amos Williams, Mathias Lawyer, Frank Campeaux, Pillis (his X mark) Carter, John Wooth, Benj. Harrison, George Viles, John Lowry, Wm. Smith, Chas. White, Albert (his X mark) Williams, Joseph Broncheau, James Moses, jr., Thomas Moxmox, Sidney Rankin, Samuel Lott, Joe McCormick, Grover C. Jackson, Camille Broncheau, George Tahharts, Nat White, James (his X mark) Fleming, Peter Malick, Capt. (his X mark) Kane, Frad Lott, John (his X mark) Cut Nose, Jim (his X mark) Moses, Noah Bredell, Joseph Settler, William (his X mark) Carter.

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EXHIBIT 3.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Starr J. Maxwell and Silas D. Whitman, being first duly sworn, on their oath say: We are Nez Perce Indians, speak the language well, and talk the English language well. We have interpreted for our people quite often. We did interpret all the affidavits that were taken at Lapwai between July 6 and July 17, inclusively, and that we thoroughly explained everything that was in the statements to each person before the same was signed.

And further deponents sayeth not.

STARR J. MAXWELL. [SEAL.]  
 SILAS D. WHITMAN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

LEE A. STRICKFADEN,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 4.

LAPWAI, IDAHO, *July 12, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

James Grant, being first duly sworn on his oath, says:

I am a Nez Perce Indian 57 years of age. My postoffice is Lapwai, Idaho. I am the official keeper of the records of the Nez Perce Indians, keeping track of the deaths and births of the tribe, and in the employ of the agency. There are at the present time 1,416 Nez Percés. The death rates amount to about the same with both the old people and with the children. On last year's report there were 283 mixed bloods and the rest are full bloods. My records and my testimony is always used to determine the relationship or blood of any of the claimants to heirship land or enrollments until about a year ago, when, under the rules of the Interior Department, the final decision was with the Secretary of the Interior. I have served in this capacity since 1892. They only pay me, however, for my services the sum of \$15 a month, until the last two years, during which time they increased my salary to \$25 per month. I do not know where the money comes from, whether the tribal funds or the funds of the United States Government. I was under the impression for a long time that I was being paid out of the Government funds, but recently I begun to suspicion that probably my pay was coming out of the tribal funds. I do not know what become of the money that was derived from the tribal ferry or the moneys received from the right of ways through the forest reserve, nor the money received from products or stock held by the Indian agent, but I believe these funds were used to defray the expenses of the agency.

I have seen a letter from the Commissioner of Indian Affairs, stating that from the funds derived from the sale of surplus lands there was charged to the Langford heirs \$20,000; two sawmills, \$3,360.86; to surveyors, \$3,000, and an additional \$600 to the surveyors, making a total of \$26,966.86 which was charged against this fund. According to article 4 of our agreement there should have been furnished by the United States two sawmills at the cost of \$10,000, for surveyors \$3,000. As to the Langford heirs, we should receive the benefit of this tract of land or this money should have been paid by the United States. Our people hold that these charges were erroneous, were unjust, and that the United States should have spent nearly \$6,000 more for the sawmills and paid all this money from their own funds.

When we sold our surplus land in 1893 we sold everything that was not allotted except the timber reserve—about 32,000 acres—the land reserved at the boom at the mouth of the Lapwai Creek, and the lands around the agency, and that figured out how many acres were sold, which amounted to \$542,275. After the money was appropriated the Government canceled 110 allotments for various reasons. Those 110 allotments I hold, and my people hold, should belong to the tribe if they do not belong to the allottees, and we should have pay for them at the true value thereof and at the same price that other lands are selling for. When Mr. Stranahan was agent, on one occasion when he was about to leave for Washington, I asked him to inquire about the 110 allotments that were canceled, and he told me he would do so, and when he returned he told me that he had inquired

about it and that the commissioner told him that there was \$80,000 set aside to pay for these allotments, to be turned over to the tribe in case the allotments were permanently canceled.

From the several per capita payments due us that was returned to the treasurer—over \$17,000, which was not paid out. This money belongs to individuals in various sums, and no effort has been made by the superintendent or the department to find the rightful owner of this money and to pay out the same. This money has been on hand since October 15, 1895.

My principal duty at the agency is to assist my people in making leases and determining their rights to heirship land and to help them in such ways as I can along these lines. Since I have been acting in this capacity I have kept a family record of every Nez Perce. Since April 20, 1903, until July 2, 1911, 307 have died. I also keep a record of the births in another book. I also have access to marriage records and other papers relating to the relationship of the Nez Percés, and keep myself posted in this matter. I keep a record which gives the names of the Nez Percés, names of their wives, the allotment number, and their age, the names of their children; in fact, their entire family grouped together. On the opposite page is the names of their relatives, such as brothers, sisters, uncles, and aunts, father or mother, nephew or nieces. I know relatives personally, relying upon my personal knowledge for the making of the records. I was one of the nine men to help to classify the members of the Nez Perce Tribe. I do not think the classification of the Nez Percés was fair to my people. It would be better if everyone could do as he pleased with the money derived from the inherited lands and the rents from the allotments, the same as they were allowed to do as they pleased with the per capita payments.

Everything that is done through the agency is done with the full knowledge of the superintendent; that is, everything that is done relating to the interest of the Nez Percés through their dealings with the Government or in which the Government assumes jurisdiction.

By reason of the Nez Percés being restrained in the use of their rent money, I am informed and I believe advantage has been taken of them quite often, sometimes by their friends or relatives inducing them to make a lease for \$40 or \$50 less than the white man would really give, and the friend or relative would receive the \$40 or \$50, while the lease would be written up for that much less. Sometimes the Indian himself would get \$50 or more than the lease called for, and this cash premium would be the inducement often to make the Indian to lease the land for less money than there might be otherwise.

And further deponent saith not.

JAMES GRANT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

LEE A. STRICKFADEN,  
*Notary Public.*

My commission expires February 1, 1915.

## SUPPLEMENTARY STATEMENT OF JAMES GRANT.

LAPWAI, IDAHO, *July 17, 1911.*

Referring to the number of Nez Perce Indians residing in Idaho, there are at the present time 1,416 living. Of these 1,077 have allotments and 339 are children who have no allotments. There originally were 2,008 allotments; 118 were cancelled; 804 allottees have died since the allotments were made; 233 children have died who received no allotments.

And further deponent sayeth not.

JAMES GRANT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me on this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 5.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Silas D. Whitman, being first duly sworn, on his oath says: I am a Nez Perce Indian, 41 years of age. My post-office address is Lapwai, Idaho.

On the 6th of January, 1911, I was elected by the Nez Perce Indian Council as a delegate to visit Washington, D. C., in the interest of my people and to present their complaints to the Commissioner of Indian Affairs and the Secretary of the Interior and to the committees of Congress on Indian affairs. On the 3d day of March, 1911, I started for Washington and arrived there about the 7th day of March. I had a petition signed by 131 adult members of our tribe and heads of families. Our tribe numbers 1,416, and these 131 adult members of heads of families would represent the wishes of the majority. I filed this petition with the Commissioner of Indian Affairs, together with other letters, setting forth our wants and needs, and received several replies from the Commissioner of Indian Affairs the Acting Commissioner, and a letter from the Secretary of the Interior on the various subjects.

April, 1911, I went to Richard C. Adams, a Delaware Indian residing at Washington, D. C., who has an office in the Bond Building, for assistance and for the use of his records and books for reference that I might better set forth the petitions and wants of our people. On the 19th of April and again on the 16th of May, 1911, I addressed Mr. Adams a letter, requesting him to do what he could to assist me. On the 15th day of May, 1911, I addressed a letter to Hon. James M. Graham, chairman Committee on Expenditures in the Interior Department, House of Representatives. That letter is on file with the committee and can be had for reference. On the 28th of June, 1911, Mr. Adams and I started for Lapwai, the Nez Perce Reservation. In a few days after our arrival I reported to my people the results of my visit to Washington. They were disappointed at not having received relief, and with the assistance of Mr. Adams we immediately began taking testimony from many of the old people and other parties or

members of the Nez Perce Tribe, to show the grievances and the injustice and the malicious, libelous indignations that we suffered.

My own wife has on deposit in Lewiston a large sum of money, and while we have a good home, a good house, barn, and orchard and stock, and was allowed to invest our per capita money as we choose, and we did invest it to a good advantage. My wife is not allowed to withdraw from her deposit but a small amount of money each month; that is, only \$25 within one month. This is not all. In different places there are posted notices discrediting our people and asking that they be not trusted, and if trusted it would be done at the request of the person selling them anything that they wished to buy. This is considered libelous to our people, and if such notices were posted against anyone else suit would immediately be brought for damages. The testimony of my people have shown the many claims.

We conceived the idea of taking testimony ourselves and presenting a memorial to Congress, together with the affidavits to support the memorial, because we were refused by the Indian Office and Interior Department our request to have an inspector sent here to do this work. I myself made the request in person and filed a written request with the department. While I was in Washington the superintendent did much to embarrass me and to discredit me before the department; he was not alone in this purpose, but Supervisor Lipps was quite active along the same line. The superintendent refused to allow many of our people to withdraw some of their deposits, stating to them that he was afraid they would use some of the money to defray my expenses. He has not only not listened to our complaints, but has done what he could to prevent us from making our troubles known. If time was given, every Nez Perce Indian would sign a sworn statement registering his complaints, as to the treatment they have received as to the negligence of the Government in caring for their interests. Copies of my letters to Hon. James M. Graham, together with the exhibits, are on file, and I would like to have them made as an exhibit to this statement.

And further deponent saith not.

SILAS D. WHITMAN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL, *Notary Public.*

My commission expires January 14, 1913.

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#### EXHIBIT 6.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Yellow Bull being first duly sworn, on his oath says:

I am a Nez Perce Indian, 86 years of age. My post-office address is Stites, Idaho.

I was present at the signing of the treaty of 1855. I was not present at the signing of the treaty of 1863. I took a prominent part in the Joseph War. I was next in command to Chief Joseph. Chief Joseph was induced to go to the camp of Gen. Miles on a peace mission, but was kept as hostage, and a day or two afterwards I captured Capt. Jerome. After we kept Capt. Jerome in our camps for

a day and night he wanted something to eat. I and Tom Hill told him that we had nothing he could eat; that he had better write a note to Gen. Miles and ask him for something to eat. He wrote a note to Gen. Miles, and Red Wolf's son took the message to Gen. Miles, and we made an exchange of prisoners and made peace in a short time thereafter. The Joseph War came about because our people contended that we had not ceded Wallowa and it was our home. Some of our people were killed and we were not protected. Trouble was brewing for a long time, and finally the war broke out. After peace we were taken to the Indian Territory and settled among the Quappaws; finally we were given a reservation of over 90,000 acres in the Cherokee Strip. We lived on this reservation for a number of years and then returned to our home in the north; some of our people settled in the Colville Reservation, Wash., and some of them settled in the Nez Perce Reservation in Idaho. Some of our people did not get allotments at all. In 1855 our people were scattered over vast areas of country, some of them lived in Montana, a great many in Idaho, some in Washington, some of them lived in Oregon and Wyoming, but they claimed all the territory as far as the villages extend and all the territory in between. The treaty of 1855 was through the efforts of Gov. Stevens and the officials of the United States using their influence on lawyer and the counselors from Idaho Territory. Many of the leading men from the remote parts of the Territory, such as those in Montana and Wyoming, and especially those of Wallowa. We were not consulted as to this treaty, and this is principally the cause of much of the dissatisfaction.

We also contended that we had the right to the game and fish in this vast territory, whether it was included in the ceded portion or the part that was reserved to ourselves. We were often molested and interrupted in our hunting trips by white people and our rights disputed by white settlers. This, too, brought about trouble and dissatisfaction. Many of our people were killed in the Joseph War and many more died from the hardships they suffered from the removal to the Indian Territory and their return to the north. Our tribe was once very strong and powerful, always good warriors. This was shown in the Joseph War, when less than one-half of the Nez Perce was with Joseph, but they are now reduced to a very few people, less than 1,800; only 1,416 are left here in Idaho. We feel that the Government now, at this late day, should carry out all these obligations to the few that remain of our people and should protect the individual in their personal rights and should pay us what is coming to us. They should pay us also for the loss of our game and fish, protect us against the seizure of parts of our allotments, give us full liberty as guaranteed, and instead of discouraging us in every way possible they should encourage us and let us use our own free actions to help ourselves.

And further deponent sayeth not.

YELLOW (his x mark) BULL. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 7.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Thomas D. Barton, of lawful age, being first duly sworn on his oath, says:

I am a merchant at Lapwai, Idaho, and have been in the mercantile business here for nine years, dealing with the Nez Perce Indians, and I have always found them to be upright and honest and willing to carry out their obligations or pay their debts. I have extended them credit many times, and have had no trouble in making collections from them until recently, when the superintendent has assumed the management of their affairs and has collected the money from the rents or sales of their lands, and paid them in such small sums that they could not use the money to an advantage or even have sufficient to meet their monthly expenses. More than this, the department has encouraged the Indians to not pay their just debts, wherein it has issued circulars which make it impossible in some cases to collect from the money they owe. Exhibit of one of these orders is attached to this affidavit and made a part hereof.

And further deponent sayeth not.

THOS. D. BARTON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

LEE A. STRICKFADEN,

*Notary Public.*

My commission expires February 1, 1915.

## WARNING.

## TRADING WITH INDIANS.

On December 17, 1909, the Department of the Interior again announced its policy to place all trading with Indians on a cash basis by directing that no assistance whatever would be given to creditors of Indians in the collection of claims incurred after that date.

The attention of the department has been called to the fact that traders are disregarding its rules and extending credit to Indians. They are, therefore, warned again that the extension of credit to Indians after December 17, 1909, is at their own risk and peril, and that under the rules of the department their dealings with the Indians should be conducted on a strictly cash basis.

Violation of this rule renders traders liable to the revocation of their license.

R. G. VALENTINE, *Commissioner.*

Approved:

R. A. BALLINGER, *Secretary.*

DECEMBER 23, 1910.

## DEPARTMENT OF THE INTERIOR, UNITED STATES INDIAN SERVICE.

To all persons holding claims against Nez Perce Indians:

Under authority of the Commissioner of Indian Affairs, accounts against Nez Perce Indians having funds to their credit when such accounts were incurred prior to December 17, 1909, may be filed with the superintendent in charge, Fort Lapwai, Indian School, for authorization of payment, when prepared in the following manner:

Claims must be filed before May 15, 1910.

Claims must be prepared in duplicate.

Claims must be itemized, showing dates, prices, and quantities of articles sold.

Claims must not include items sold since December 17, 1909.

The correctness of the accounts must be certified to by the Indians against whom claims are made.

Each account submitted must be sworn to by the claimant before a notary public, stating that the account is correct and just, unpaid, and that the amount claimed is all that is due to December 17, 1909. Claimant must also swear to his ignorance or knowledge of the order issued in 1904, which gave notice that credit extended to an Indian was at the risk of the vendor.

Claimants are urged to file their accounts without delay to insure proper consideration.

Address Superintendent Fort Lapwai Indian School, Lapwai, Idaho.

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EXHIBIT 9.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Philip McFarland, being first duly sworn, on his oath says:

I am Nez Perce Indian, 67 years of age. My post-office address is Lapwai, Idaho. I am a member of the Nez Perce committee of Nez Perce Council and have always taken an active interest in the affairs of my people. I was a young man 19 years old when the treaty of 1863 was made with the United States. I remember well that we ceded large tracts of land to the Government in that treaty and reserved to ourselves a large reservation commencing at the north-east corner of Lake Waha and running thence, northerly, to a point on the north bank of the Clearwater River, 3 miles below the mouth of the Lapwai, thence down the north bank of the Clearwater to the mouth of the Hatwai Creek; thence due north, to a point 7 miles distant; thence eastwardly to a point on the north fork of the Clearwater, 7 miles distant from its mouth; thence to a point on Oro Fino Creek, 5 miles above its mouth; thence to a point on the north fork of the south fork of the Clearwater, 5 miles above its mouth; thence to a point on the south fork of the Clearwater, 1 mile above the bridge, on the road leading to Elk City (so as to include all the Indian farms now within the forks); thence in a straight line, westwardly, to the place of beginning.

As we drove across the country to-day to Lake Waha, I pointed out the boundary lines as was last established but these lines was not



in accordance with the first survey or not it direct line of the point of beginning to the mouth of Lapwai, but curve to the east enough to take away from our people about 2,000 acres. It seems that some white men had settled on the west boundary line before this treaty was made, and these boundary lines appears to have been surveyed in this manner to protect a number of white men who were intruders on our land prior to 1863. By these erroneous lines we lost 2,000 acres of land which should have been included in the estimates of lands we sold in 1893. After the treaty of 1863 and when our reservation was reduced to a small area we did for many years have access to the game and fish on the ceded lands and the right to roam over the ceded lands at will. Some time about a year after, we received our first per capita payment in 1895. I remember of James Reubens telling our people that we would soon lose our hunting and fishing privileges as the State would pass laws or had passed laws to protect the game. I do not remember, however, of any of our people having been arrested for hunting and fishing until about 11 years ago. Our people always contend and every one understood that we had reserved the fish and game in the treaty of 1855, the treaty of 1863, and even in the agreement of 1893. We have never been paid anything to relinquish these rights and we never did relinquish these rights; on the contrary, we were always assured that we had them until the last few years. We were always assured that we had full liberty to the religious customs and belief of our people and to the pastimes and to our tribal games and pastimes the same as we always had before any treaty or agreement was made.

We have about 400 children born since the allotments were made, some young and some about 18 years of age or more that have no allotments, and there is no land left to us that we can allot them except our timber reserve, and unless the Government pays us for our game reserved and fulfills its other obligations to us many of these children will have nothing with which to begin life when they are old enough to depend upon themselves for support.

My people were paid a payment of \$1,626,222, most all of which was distributed to them per capita. This money they were allowed to do with as they pleased, and they did do with it as they pleased, and invested it in good homes, stock, machinery, wagons, and improvements. If an appraisalment of these improvements, stock, machinery, owned by my people to-day were made, it would amount to more than the money they received per capita. If my people had their rights, and no one disputes but what they had, to invest their money and to handle it as they please which was paid to them from their surplus land, they also have the rights to collect their rents and spend that money as they please or to receive their money from their inherited lands and spend that money as they please. If we have not that right, then we want to know what our rights are in the timber reserve. We understood it was ours, reserved to us for our use, and the Government would erect sawmills there at a cost of \$10,000, the lumber to be sawed for the use of our people. This has not been done with the spirit and in the manner that we expect. Only a few of our people have derived any benefit from it, and now I am told that a part of this timber has been sold, and that we have no right to cut timber from it. I do not know if this is true, but I would like to know. We are restrained from cutting wood on this timber reserve, and many of our people have to buy wood at a great cost.

A railroad runs through a portion of our timber reserve, and I understand money was collected for the right of way and the money was paid in to the superintendent, but I am informed afterwards this money was forwarded by the superintendent to the Treasury of the United States to be placed to our credit. Now, I am told that this money has been expended and there is no part of it to our credit and our people want to know for what purpose it was expended and who authorized this expenditure. We want to know, further, if we have any rights to the timber reserve, or if it was set aside for the use of the Government or for our people.

Our people want relief from the restrictions imposed upon us by the superintendent and the Indian Office. Our people want an accounting of all their dealings with the Government. Our people want the right to bring suit in the Court of Claims and the Supreme Court of the United States to determine all our rights in law and in equity, and to recover all the moneys and interest that is due us under any treaty or agreement or act of Congress, and to adjust all privileges that have been taken from us without our consent and without proper and just compensation to us.

The Government has not only neglected to carry out its obligations to our people, but has not fulfilled its obligations with individual Nez Perce Indians. I, myself, was employed by the Indian agent to run a gristmill during the Josephs war, and had charge of it and run the mill many times alone, for many months grinding flour and also making lumber for the use of my people. I was never paid anything for my services, although I was promised full compensation for my time and labor.

And further deponent saith not.

PHILIP MCFARLAND. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 10.

LAPWAI, IDAHO, *July 12, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

George Amos, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 73 years of age. I reside at Agatha, Idaho. I am a full-blood Nez Perce. In 1855 I was in Montana, and I returned to my people, signed the treaty with the United States. When I returned I learned that the Nez Percés residing in the vicinity of Kamiah had invited all the tribe from all over the country, mountains, streams, and gulches to come to Kamiah for the purpose of electing a head chief. After everyone had collected at Kamiah and they had held council for about one month they selected Lawyer as head chief of the tribe. After the election the head chief, Lawyer, he told his people that they were requested to come to Walla Walla to meet some officers of the United States Government, but that he did

not know for what purpose, so most of the people that were camped at Kamiah went there. When I arrived there I saw the officer of the United States Government and Gov. Stevens, of Oregon, and heard him and others address the people, and he told the people he was going to establish their boundary lines so that they would know where their lands laid. They couniled for many days without coming to an agreement, until some one of the people told the head chief that they would leave the matter to him to determine and they would agree to whatever he did. They could not come to an understanding as to the boundary lines. Gov. Stevens told them that he did not want to take their good lands from them, but only the rocky places, the mountains. Chief Lawyer told the people that while we were giving up the rocky mountain lands we were retaining the good lands. They would put up sawmills for us, cut lumber for us, put up blacksmith shops and supplies, and furnish us with farmers, schools, give us cows, domestic animals, and help us to live a more healthful life. Gov. Stevens told the people that even though they ceded to the Government the hills, mountains surrounding them, they would still have access to hunt and fish on the ceded land and the right to the streams, springs, and fountains, the use of the roads, highways, and passes, and the use of the timber for camping purposes. These privileges would belong to them no matter what conditions came over the country or what laws were passed. After making us promises to give gunsmiths, tin shop, money issued to them, and build houses for them, they have failed to carry out these promises. Gov. Stevens and Indian agent, who was to make our wants known to the Government, to protect us and assist us to listen to council of the people and to make our wants known to the Government, and if the Indian agent did not work in the interest of our people that on complaint of our people he would be removed and another one appointed. None of these promises of Gov. Stevens have been fulfilled. Within a few years after the treaty of 1855 dispute arose as to what was the nature of the treaty that Lawyer made with the Government. Chief Big Thunder, one of the chiefs, moved to the Lapwai Valley and the agency was established at the mouth of the Lapwai Creek and what is known as Spalding, and the tribe came and camped here in this valley, though they recognized Big Thunder as chief and asked him for the ground to establish a reservation for the fort. Big Thunder refused to do this until the captain of the command promised him that they only wished the occupancy of the land and would return it to them when they were through using it, together with all the improvements thereon. They asked for a similar patch of land for a garden tract or a truck patch, and with that understanding Big Thunder agreed to the establishing of the post. The understanding of our people was that the soldiers only had the occupancy and the use of the land, but no title to it. The commander of the tribes also assured Big Thunder that there would be no agency established here, inasmuch as an agency had already been established at Spalding.

I was here when the agreement of 1893 was made, in which we relinquished all of our lands that was not allotted at the time the agreement was made, but reserved a timber reservation and certain other tracts. At the time of the signing of this agreement most of the people had been allotted lands, but quite a number who were living

and entitled to allotments had not received land. After the agreement more than 100 allotments were canceled. Many of these people are living here to-day and have no allotments. Some of them are dead and left no allotments. We believe that every Nez Perce living between 1891 and August 15, 1894, the ratification of the agreement, or especially every Indian living between 1891 and May 1, 1893, was entitled to and should have received allotments.

I inherit from my wife and mother an interest in their allotments. I have an allotment of my own. All these allotments are leased and the money paid to the superintendent, who makes occasional payments to me of small sums of money. I do not know the exact amount that is due me, the amount that the agent is receiving as rental, or what he is doing with the money, as no accounting or statement is made to me.

I wish to attach to my statement a copy of an affidavit which I filed with the superintendent at Lapwai and copies of two affidavits supporting it. These papers show that there was due me considerable money as a scout, which I should have received several years ago. I want this money paid to me as soon as possible, as I am getting old and greatly need it.

And further deponent saith not.

GEORGE (his x mark) AMOS. [SEAL.]

STATE OF IDAHO,

*County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 11.

STATE OF MONTANA, *County of Missoula, ss:*

Louie Vanderburg, first being duly sworn, upon oath deposes and says:

That he is a member of the Flathead Reservation and has known Amos George since the latter was about 10 years of age; that Amos George since that time has resided among the Flathead Indians and was always a man of peacefui disposition and friendly to the whites.

LOUIE (his thumb mark) VANDERBURG.

Witness: H. S. ALLEN.

Subscribed to and sworn before me this 13th day of June, 1910.

[SEAL.]

H. S. ALLEN,  
*Notary Public for State of Montana, Residing at Jocko.*

My commission expires May 7, 1912.

I certify on honor that the above was truly and correctly interpreted by me to Louie Vanderburg, and that he fully understood the same.

ALEX MATT.

## EXHIBIT 12.

STATE OF MONTANA, *County of Missoula, ss:*

Antoine Moiese, being first duly sworn, deposes and says: That I reside in the County of Missoula, State of Montana, near Jocko; that during Chief Joseph's War in 1877, I became acquainted with one Amos George, a Nez Perce Indian, who resides now on the Nez Perce Reservation in Nez Perce County, Idaho; that during the said war the said Amos George was known by the name and called by the white soldiers, Capt. Long; that I know of my own personal knowledge that Amos George did scout service during said war under Gen. Logan, who was killed at the battle of Big Hole, Mont.; I know that he was instrumental in going back and forth between the white troops and Chief Joseph's band while they were in the neighborhood of Lolo Fork, in the Bitter Root Valley. I further know of my own personal knowledge that the said Amos George was not one of Chief Joseph's warriors nor did he take part with Chief Joseph or his band in the prosecution of said Indian war, but on the other hand, the said Amos George was friendly to the whites, and did material and beneficial service to them as a scout during said war; that after the said war the said Amos George remained with the troops under Capt. Rhone for a period of about a year, when he was returned to his people on the Nez Perce Reservation in Idaho.

ANTOINE (his thumb mark) MOIESE.

Witness: H. S. ALLEN.

Subscribed and sworn to before me this 13th day of June, 1910.

[SEAL.]

H. S. ALLEN,

*Notary Public for the State of Montana, residing at Jocko.*

My commission expires May 7, 1912.

I hereby certify that I correctly interpreted the above to Antoine Moiese, and that he fully understood the same.

ALEX MATT.

## EXHIBIT 13.

STATE OF MONTANA, *County of Missoula, ss:*

Alex Matt, being first duly sworn, deposes and says: That I reside in the county of Missoula, State of Montana, near Jocko; that during Chief Joseph's War in 1877 I became acquainted with one Amos George, a Nez Perce Indian, who resides now on the Nez Perce Reservation in Nez Perce County, Idaho; that during the said war the said Amos George was known by the name and called by the white soldiers Capt. Long; I know of my own personal knowledge that Amos George did scout service during said war under Gen. Logan, who was killed at the battle of Big Hole, Mont.; I know that he was instrumental in going back and forth between the white troops and Chief Joseph's band while there were in the neighborhood of Lolo Fork in the Bitter Root Valley.

I further know of my own personal knowledge that the said Amos George was not one of Chief Joseph's warriors, nor did he take part

with Chief Joseph or his band in the prosecution of said Indian War, but, on the other hand, the said Amos George was friendly to the whites and did material and beneficial service to them as a scout during said war. That after the said war the said Amos George remained with the troops under Capt. Rhone for a period of about a year, when he was returned to his people on the Nez Perce Reservation in Idaho.

ALEX MATT.

Subscribed and sworn to before me this 13th day of June, 1910.

[SEAL.]

H. S. ALLEN,

*Notary Public for the State of Montana, residing at Jocko.*

My commission expires May 7, 1912.

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EXHIBIT 14.

LAPWAI, IDAHO.

STATE OF IDAHO, *County of Nez Perce, ss:*

Amos George (Hin-ma-toom-see-loo) being first duly sworn, deposes and says:

That he is a Nez Perce allottee now residing upon what was the Nez Perce Indian Reservation, his present place of residence being near Wallola, Idaho, that at the time of the outbreak of the Nez Perce Indian War in 1877, and prior to that time, affiant had been and was then a resident of the Nez Perce Indian Reservation, in Idaho, and at the time said war commenced was the owner of and in possession of 30 head of gentle horses, which were ranging on said reservation at said time; that during said war he was with Gen. Logan, who was killed at the battle of Big Hole, Mont.

That while in the service of Gen. Logan, I made two trips through the Lolo Pass as an emissary of peace trying to make peace between the Indians, who were under command of Chief Joseph, and the white soldiers, the soldiers at that time called me Capt. Long. I, together with a white man, whose name I do not now remember, took a flag of truce across to the white soldiers near Lolo, and at said time, the Indians under command of Chief Joseph and his subchiefs, went through on the top of the hill in the Lolo Pass.

After serving with Gen. Logan and acting as an emissary of peace between the troops and the Indians on a number of occasions, I was sent through and stopped for a period of about one year at Missoula, Mont.

At the outbreak of the war I had three children. When I came back from Missoula, Mont., I gave a paper to the agent at Lapwai, Idaho, who I think was Charles Monteith's brother. He did nothing for me. This paper was given me by the soldiers, to show in what capacity I had been serving them. Afterwards the new agent, Warner, who succeeded Monteith, came to the agency at Fort Lapwai. I told him all about my services and Warner took my statement down in writing. The 30 head of horses I owned at the beginning of the war Joseph and his band of hostile Indians confiscated and took away with them without my consent. I was at that time in Missoula, Mont.

Mr. Warner, the agent, told me he had written all about this matter to the Indian superintendent at Washington, D. C. Warner said if they wanted me at Washington I would have to go. Warner got a letter from Washington, saying my children must go home to Lapwai. At that time one of them had died. The other two were in Indian Territory. They sent for Warner to come to Washington. He went there, and when he came back he brought back my two children. One was a girl and one a boy. The girl was the older, 10 years old.

Warner told me on his return from Washington, D. C., that I would get pay for the horses and other property which I had lost which had been taken by Joseph and his band.

Tom Broncheau, now residing on the Nez Perce Indian Reservation, interpreted for Warner and myself at this time in our talks.

After my two children returned, one of the children died at Forest Grove, Oreg. about 1886; her name was Mary Amos. My other son died or was killed at Arrow Junction about 1895; his name was Titus Amos.

The Agent Warner was asked by the department at Washington if I was poor and he told them that I was. The department at Washington instructed Warner to have lumber cut at the Government mill near Ahsahka, and to build me a good house to live in, together with a barn. Warner attempted to have these things done for me, but a number of my tribe, who belonged to the church, claimed that I was an outlaw Indian, took all of this lumber away from me, so that no house or barn was ever built for me.

All of the other Nez Perce Indians who did scout work for the white soldiers during the Nez Perce Indian War received their pay from Washington as such scouts. I never received any pay, nor did I get any pay for my horses and property taken by the Indians while I was away in service with the white soldiers during this war.

This statement is made by me to inform the present Indian agent of the facts in this case, and to enable him if possible to assist me in getting some recognition or some repayment from the Government for my services.

Tom Broncheau, who lives on said reservation, is familiar with a great many of the facts set forth in this affidavit.

The reason that your affiant has never been able to get back pay for his property and services, as affiant believes due and owing to the fact that Gen. Logan and other officers of the troops under which he served were killed during said war and for that reason unable to furnish the necessary proofs for affiant to recover for said property and services.

Affiant accompanies this affidavit with two certain affidavits which he has, at considerable expense and trouble to himself, secured from parties residing on the Flat Head Reservation, who are familiar in part with the facts and circumstances herein related, to wit: The affidavit of Antione Moiese and the affidavit of Alex Matt, residing at Jocko, State of Montana.

Wherefore, your affiant prays that investigation be had by the agent at Lapwai, Idaho, in regard to the truth of the statements

contained in said affidavit, and such recommendation thereafter be made as shall be just, meet, and equitable in the premises.

Subscribed and sworn to before me this 6th day of \_\_\_\_\_, 1810.  
 \_\_\_\_\_, *Notary Public.*

EXHIBIT 14½.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Charley Wa-to-lina, being duly sworn on his oath, says: I am a Nez Perce Indian about 70 years of age. I was not present at the signing of the treaty of 1855 or 1863. I returned to this part of the country about 1867, settling near Spalding, where I now reside. Before I left for Montana we had vast territory in Idaho, Washington, and Oregon, and our people was a strong and powerful tribe. When I returned in 1867 I found that our tribe was reduced greatly in numbers. No great change took place until the trouble known as the Joseph War. I was with Joseph's band in two or three battles, but was not with him when the final surrender took place, and I did not go to the Indian Territory with the rest of the band. I feel that Joseph and his band were imposed upon and forced him to this war. I and many of my people believe that this trouble was brought about to take Wallowa Valley and other territories away from us. The next important event was the sale of about 542,000 acres of land for \$1,626,222. This money was paid to our people per capita in several payments except such portions which was withheld by the Government for the payment of the Langford tract, the purchase of sawmills, and for surveying, amounting to a little more than \$26,000. The Nez Percés were allowed to spend this money as they pleased or anything they wished to invest it in. As a matter of fact the majority of them bought stock, built houses, improved their farms, and bought machinery with their money, while a great many were induced to make deposits in Moscow (Idaho) Bank. They were told it was a Government depository. I myself deposited \$250 in this bank. After a great deal of the Indian moneys were deposited there, probably two or three hundred thousand dollars, the bank failed; the Indians lost their money. Now, we are forced to deposit our money in a national bank having \$50,000 capital stock with over \$1,000,000 of deposits. If this bank should fail, we would again lose all our money. We believe we have more right to do as we please with our moneys received from rentals and sale of lands than we might have had to do as we please with our tribal funds. Since our tribal funds were in the hands of the Government we received 5 per cent and the principal was safe. Our individual money that is deposited by the superintendent brings us only 4 per cent, and I am told that charges are made against this for the cost of the bond, leaving us 3½ per cent.

My wife is dead, and left an allotment of 80 acres. Her sister is also dead and left an allotment of 40 acres. Myself and my son are the only heirs to these two allotments. These allotments are leased, according to my understanding, for \$2 per acre, or \$240 a year. My



son receives \$40 per year and I receive \$40 a year. We do not understand what becomes of the rest of this money. We are not furnished with a statement. Before this year I received \$120 rental and my son received \$120 rental.

And further deponent saith not.

CHARLEY (his x mark) WA-TO-LINA. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 15.

LAPWAI, IDAHO, *July 7, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Roy C. Lane, a citizen of the United States of lawful age, being duly sworn, deposes and says that he has lived on the Nez Perce Indian Reservation for over 13 years, during which time he has dealt extensively with the Nez Perce Indian and is acquainted personally with fully 90 per cent of the tribe, and that in his opinion the adult members of the tribe are fully capable of handling all funds due them as judiciously as the same number of white people would be.

He further certifies that the drinking and gambling element of the tribe is less than a community of white people of the same population.

He further certifies that in his opinion the present policy of the Indian department in withholding the funds due the Indians has a tendency to make the Indian more dependent than they would be if thrown upon their own resources. Under the present policy of the department the Indians receive 4 per cent for a portion of their money from national banks situated off the reservation, while if they had the disposition of any funds due them, they could loan money with the very best security from 8½ to 12 per cent per annum, and at the same time acquire business experience beneficial to themselves.

ROY C. LANE. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 7th day of July, 1911.

[SEAL.]

LEE A. STRICKFADEN, *Notary Public.*

My commission expires February 1, 1915.

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EXHIBIT 16.

LAPWAI, IDAHO, *July 6, 1911.*

William Siegrist, being duly sworn, on his oath says:

I am 51 years old; reside at Lapwai, Idaho. Am a miller by trade, and part owner of the Siegrist Mill Co., also manager; resided here five years; many of Nez Perce Indians do grinding for me, many of

them, and I consider them competent as the average white man, and all should be allowed to handle their own affairs. If allowed to loan their moneys to whom they please on mortgages they could get from 8 to 10 per cent for their money. We would give 8 per cent for \$5,000 or \$8,000 for five years, give first mortgage on mill, water-right, and ditch. This property is worth \$20,000, and the money we would borrow would be used for improving the property and buying grain, and further deponent saith not.

WILL SIEGRIST.

Subscribed and sworn to before me this 6th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public, Nez Perce County, State of Idaho.*

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EXHIBIT 17.

LAPWAI, IDAHO, *July 6, 1911.*

E. J. Conner, of lawful age, being duly sworn, on his oath says:

I am about 44 years of age, a Nez Perce Indian by blood, and a minister of the gospel. My post-office address is Myrtle, Idaho. I am personally acquainted with at least 95 per cent of the members of the Nez Perce Tribe of Indians, and I believe in intelligence and in business capacity they will average up with other people in this country. I believe the great majority of these people to be much better off if allowed to handle their own funds and their property in their own way without the supervision of anyone. Each family have their own farms, stock, gardens, and they all have good houses. They all know how to work, and do great deal of it. I believe there has been considerable partiality shown in dealings with my people. The manner in which they have been dealt with has been a great discouragement to them and should be remedied.

Further deponent saith not.

E. J. CONNER.

Subscribed and sworn to before me this 6th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public for Nez Perce County, Idaho.*

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EXHIBIT 18.

LAPWAI, IDAHO, *July 7, 1911.*

J. S. Taylor, of lawful age, being duly sworn, on his oath says:

I have resided at and in the vicinity of Lapwai 11 years. My occupation has been farmer, road overseer, and at the present time merchant, during which time I have become acquainted and had dealings with a great many Nez Perce Indians. I consider them as reliable and competent as other people. Of my observations of what I have seen and heard, I do not think they have been treated or dealt with in a fair way by the officials of the Government. Many of them have large sums of money on deposit that they could handle at a good advan-

tage if allowed to draw the same and invest it as they choose. They could get from 8 to 10 per cent interest on good security if they wanted to loan their money. They could buy machinery, wagons, horses, or improvements 25 per cent cheaper if they could have the cash to pay for it with at the time of purchase. As to the mistreatment of these Indians, I will refer to the arbitrary way in which the Indian agent closed the public road at this place, giving as a reason for doing so that the Indians run horse races along the road. I was road overseer at the time, and I was trying to keep the road open, but for some unknown influence the agent induced the county commissioners to withdraw their objections; and several farmers here would not sign a petition that was sent to Interior Department for relief on account of agent's influence.

Further the deponent saith not.

J. S. TAYLOR, *Lapwai, Idaho.*

Sworn to and subscribed to before me this 7th day of July, 1911.

[SEAL.]

LEE A. STRICKFADEN,  
*Notary Public.*

My commission expires February 1, 1915.

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EXHIBIT 19.

LAPWAI, IDAHO, *July 11, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Harrison Red Wolf, being duly sworn, on his oath says:

I am a Nez Perce Indian, 78 years of age. My post-office address is Lapwai, Idaho. I am a son of Red Wolf, who was one of the chiefs of the Nez Perce Indians and was prominent in the affairs of our people in 1855 and 1856 and for quite a number of years thereafter. I hold copies of letters to my father, signed by Christopher Gilson M. Atkinson, first lieutenant Company B, Comby Post, Fort Henrietta, 1856; R. R. Thompson, Indian agent at Dalles, Oreg., April, 1856; Thomas R. Cornelius, colonel, commander of Richmond at Camp Cornelius, 1856; and Nathan Olney, Indian agent, Dalles, Oreg., 1856, all of which show the trust imposed in my father by the officials of the United States, and their indorsement of his integrity and honesty and his friendship for the Government. I was 40 years of age when my father died. I had many conferences with him in regard to the early history of our people. He was a signer of the treaties and one of the men most prominent among the Nez Percés in his old age. He talked to me and my brother and lamented the fact that the Government had not fulfilled its obligations to us, and he was fearful that it would not fulfill its obligations, as they had already shown bad faith by their actions. He advised us, however, to look after the interests of our people and to try to induce the Government to carry out its obligations to us. My father stated also that our people were deceived in the amount of land that was ceded in the treaty of 1855, and especially in the treaty of 1855 made with the Umatilla and the Nez Percés, and which they afterwards were told they had given up a large area of country that they had no intention of ceding.

I was present at the signing of the agreement of 1893. My understanding was that we were selling only the surplus land and that it was estimated at 542,275 acres. Since this cession has been made many allotments have been cancelled that was not included in the sale and was no part of the 542,275 acres. We believe that the allotments—something over 110—that have been canceled should revert to the tribe, or that the true value thereof should be paid to the people in the amount of \$3 per acre which we received for the surplus land. We believe that we should be fully protected in our rights and enjoyments of the allotments made to us and that no trespass should be made upon them, or any confiscation of any part thereof, without full compensation to us or without the consent of the party interested. Much of lands have been confiscated and appropriated for roads and highways without the consent of the allottees and without compensation to them. When we received our payment money we were allowed to handle it as we pleased and we enjoyed the use of our allotments at that time, but of late years we have been restricted in the use of our moneys—have not been allowed to handle the moneys from the rents of our lands nor the sale of inherited lands, and my people have been oppressed in various ways. I do not complain of this treatment to myself, as I have abundance to live on—am allowed to handle my own property—but I complain of the treatment of my friends and neighbors.

Further in this matter deponent saith not.

HARRISON (his x mark) RED WOLF. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARRE J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 20.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

John Reubens, being first duly sworn, on his oath says:

I am a Nez Perce Indian about 80 years of age. I was present at the signing of the treaty of 1855. I was also present at the signing of the treaty of 1863. At the making of the treaty of 1855 the officers of the Government flattered our people very much, telling them they were glad to meet a treaty-making people; that a treaty was more as a proof of friendship than a sale of land; that they made presents to the Indians of rations. Gov. Stevens told us that even though we made a sale of our land to them we still would have the right to go from place to place and hunt and fish any place on the territory the same as we always did. This same assurance was given us in the treaty of 1863. Now we are denied those privileges. We believe that we should be paid a much larger sum of money for our lands or we should be paid a very large sum of money for our rights—the fish and game, the streams and springs, roads and highways across this country. We believe that if the Government had protected us

in these rights that we would not have had the trouble known as the Joseph War. When the Joseph War broke out an Army officer named Williams paid me \$110 to join the Government scouts to fight against Joseph's band and promised me a pension besides. I joined the scouts and assisted the soldiers against some of my own people. The Government has never paid me anything since for this service. At one of the per capita payments when \$300 was being paid per capita I had waited for a long time to get my money; finally I was told by a man named James Reubens that if I would give him \$100 he would arrange matters so I could get my money; I did this and I got my money. My oldest daughter was induced to give up \$50 in the same manner to Ed Raboine to get her money, and the one next to the oldest one gave \$50, and they received their money.

When I rented my lands I agreed with my renter that he should build a barn on the land at a cost of \$150. When I came to the superintendent's office he told me that a barn was built in accordance with the agreement. When I went to the land I found that no barn had been built and the land was not fenced with the three-wire fence, as per contract. I have received no money from these people and there is due me in addition to improvements promised \$40 or \$50 in cash. My allotment is about 80 acres. The name of the renter is D. W. Eaves, of Lewiston, Idaho.

And further deponent saith not.

JOHN (his x mark) REUBENS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL, *Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 21.

LAPWAI, IDAHO, *July 11, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Samuel Lott, being duly sworn, on his oath says:

I am a member of the Nez Perce Council and a member of the committee. I am 49 years of age; my post-office address is Myrtle, Idaho. I know all my people; my people have good homes and farms, stock, wagons, machinery, and household goods which was secured from the investments of the moneys received from the several payments made of the \$1,626,000. I truly believe that if the improvements made on our allotments was appraised together with the stock purchased, machinery, etc., on hand, that the value would amount to not less than 80 per cent of the money received from said payment, if not fully as much or more. All of my people work and produce most of their supplies. There is probably not as great a proportion of shiftlessness among our people as among many of the white people I have seen. Our people were paid all of the money without restrictions, which was paying us 5 per cent interest; now when we have individual money due us from the rents of our lands or the sale of inherited lands the money is deposited and we secure

no interest at all for the first two or three months; when the money is finally placed to our credit we are told that we secure 4 per cent interest. I understand that a charge is made against this small interest of one-half per cent of 1 per cent. If we want to use the money, we must apply to the Indian superintendent, and he allows us to withdraw whatever he pleases, but hardly more than \$25 per month and seldom as much as \$100 per month. We find that the Government is doing us a great injustice. If we are not to receive the money from the sale of land, the land should not be sold, for the rental of the land would be more than the interest we receive on our money. More than this, by the time we receive the money in small payments the land would be more valuable, and money paid us in small amounts can not be used to a good advantage. We are also denied the information when we ask how much money we have on hand; we are not furnished with a statement of the interest we receive, and in many cases our people do not believe they receive any interest. This method does not help or benefit our people, and can only benefit those interested in using our money or getting benefits derived directly or indirectly therefrom. Our people believe that we should have no restrictions on the use of our money received from the sales or rents of our lands. Our people should be consulted in all matters relating to our interest, whether it be personal or tribal matters; that is, if tribal matters, the tribe should be consulted; if personal matters, the person interested should be consulted.

And further deponent saith not.

SAMUEL LOTT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 22.

LAPWAI, IDAHO, *July 11, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Benjamin Carter, being duly sworn, on his oath says: I am a Nez Perce Indian, 79 years of age. I reside at Kamiah, Idaho. I was not present at the signing of the treaty in 1855, but was over in Montana; but I was present with a great number of my people at the Blackfoot Council in 1855, when a treaty was made with the Blackfoot and confederated bands. At the Blackfoot Council and in the treaty the rights of the Nez Perce were recognized to the free use of the game and fish on several million acres of land in Montana and Wyoming. At that time the Nez Perce claimed a portion of the territory in Oregon, Washington, extending clear across the State of Idaho into the southwest corner of Montana, and the northwest part of Wyoming. They really claimed 10,000,000 or 12,000,000 acres more land than was recognized belonging to them by the Government.

I was present at another treaty which my people made with the United States, in which these promises were renewed. Many other promises were made to our people, among them breaking up of our grounds, fencing them, building houses, furnishing us farming implements, gristmills, etc. Instead of carrying out their promises, the Government built us worthless houses, plowed up only small tracts of land, scarcely land enough for gardens, and utterly failed to carry out their promises to us. If the Government had fulfilled their promises to us, there would have been no trouble, no wars, and everything would have moved smoothly with us.

During the council preliminary to making the treaty the principal orators on our side were Chief Joseph, sr., and Lookingglass and a chief from White Bird, Idaho, named Kar-ow-po. The contention of Chief Joseph and Lookingglass was in support of our rights to Wallowa Valley in Oregon. Officers representing the Government advised Chief Joseph and Lookingglass that they recognized their rights to Wallowa Valley; that the Government would build a church there and agency for their use. Joseph and Lookingglass thereupon replied that this was their territory and that they had a right to say what should be placed on the land, whether they should want a church or an agency built or not. Kar-ow-po made a likewise reply in regard to his section of the country. The orators representing the Nez Perce based their objections on the grounds that the Government had failed to carry out its obligations on the former treaties, and for that reason they had little faith in their promises to make improvements for them at this time. On account of the failure of the Government to carry out its obligations after its treaty was made, great dissatisfaction arose among the people, and finally the war broke out, beginning in Wallowa Valley.

I was living at Kamiah when the agreement of 1893 was made. I am familiar with its conditions and promises. We expected as a result of this agreement that we would be paid per capita in installments upon the full amount of the money received, but many of our people were not paid their portion of this payment. Some who received the payment at one time were deprived of it at another. I myself did not receive one of the payments due me as heir of my sister's claim. We are not advised what became of these payments that were not made to the individual; whether that money is carried on the books of the Treasurer to the credit of the individual, or whether it is placed to the credit of the tribe, or what has become of it at all. The withholding of the individual moneys that is due our people from the sale of their inherited lands, or the rentals of their allotments, or in land we consider a great injustice. We believe that we have the right to do as we please with our personal property and individual money. I have no personal grievances from money derived from the rentals of my land, as I am not restricted by the superintendent as others of my people are.

And further deponent saith not.

BENJIMAN (his x mark) CARTER. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL, *Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 23.

LAPWAI, NEZ PERCE COUNTY, IDAHO,  
July 7, 1911.

Homer Allen, of lawful age, being duly sworn, on his oath, says: I am a Nez Perce Indian, a member of the committee of the tribal council. I served three years in the United States Army; at the present time I am farming. I personally know all of my people; they are loyal to the United States Government, patriotic, law-abiding citizens, and should be encouraged to continue to be such, but many things has occurred to discourage them, such as classification of our people, the withholding of their money, and the lack of consideration our people receive from the officials of the Government when they make complaint thereof. I have no personal grievance of my own, but I witness so many that I can not understand the reason why they are not considered, and I believe they would be if the situation was understood by disinterested officials of the Government. No doubt all the reports now made come through the same source and may be influenced by certain elements interested in taking advantage of our circumstances to their personal gain. If a careful and impartial investigation was made no doubt things would be discovered that parties here at this time may not care to reveal.

Our people have lived up to all the treaties and agreements as they understand them, but the Government has not lived up to the treaties and agreements and have misled us in the meaning of them or have not written them as explained to us.

Our people would like to have an opportunity to settle all of these claims under a fair act of Congress, referring all our claims to the Court of Claims and Supreme Court of the United States.

HOMER ALLEN. [SEAL.]

Witnesses:

STARR J. MAXWELL,  
L. M. A. STRICKFADEN.

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 7th day of July, 1911.

STARR J. MAXWELL, *Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 24.

LAPWAI, IDAHO, July 11, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Mrs. Laura Lott, being first duly sworn on her oath, says:

I am a Nez Perce Indian 47 years of age. I reside at Myrtle, Idaho. Some years ago my granduncle died and left an allotment, and a dispute arose. I and my brother was entitled to a share of the allotment according to the laws of the State wherein the land is located, but since then the Indian agent, Oscar Lipps, advertised the land for



sale. We filed a protest against the sale of the land and asked for a hearing; sent a copy of the protest to the Indian department at Washington, D. C., but was not allowed any hearing. We do not know why. Mr. Lipps, superintendent in charge then, after receiving the moneys from this allotment, he distributed the money to a grand-nephew, but never paid a cent to us, when we were, according to the laws, grandnieces of the deceased allottee. The name of my deceased granduncle was Hale Moody. A record of this transaction can be obtained from the agency or the records at Washington. During the contest over this land I was at the agency one day and was approached by James Grant, who offered to assist me if I would employ him and pay him a fee. Grant is in the employ of the agent, and is the custodian of the rolls, and keeps a record of the deaths and births of the tribe. I did not employ him but told him I would advise with my brother and sister as they were equally interested with me. After this Mr. Grant did everything he could against my interest. We were much surprised at the anxiety Mr. Lipps shown to sell this land and to favor the other party.

I am now having trouble in collecting my portion of inheritance from my uncle's estate. I am now recognized as one of the heirs, and was paid recently an insignificant sum for my proportional part. I was recognized as an heir heretofore, but I did not receive any interest in the rents until recently, but I received no part of the past rents.

And further deponent sayeth not.

Laura (her x mark) LOTT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 25.

LAPWAI, IDAHO, *July 11, 1911.*

STATE OF IDAHO,

*County of Nez Perce, ss:*

Jenette Halfmoon, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 43 years of age. I reside at Culdadesac, Idaho.

My husband and myself had \$6,700 coming to us from the sale of heirship land. From this we have drawn out \$2,200. The superintendent has been allowing us \$25 a month each. Yesterday the clerk claimed that we had been drawing \$100 a month. I emphatically deny this.

I have a letter from the Commissioner of Indian Affairs, a copy of which I wish to attach to my statement as an exhibit. This of itself proves that up to July 1, 1911, there is no accounting of any sums of \$100 per month being paid to us. I wish to withdraw all of this money and not be hampered by any provisions of this money. We have seven children to support. We have a good

home and we can make better use of our money than is being made of it at the present time.

Further in this matter deponent saith not.

JENETTE (her x mark) HALFMOON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 26.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, July 1, 1911*

Mr. CHARLIE HALFMOON,  
*Culdesac, Idaho.*

MY FRIEND: In further reply to your letter of May 22, 1911, asking for the use of the proceeds of your inherited land, you are informed that one-half of the \$6,700 received from the sale of the land in question belongs to your wife. Therefore \$3,350 were deposited to her credit and the same amount to your credit when the sale was approved. Authority has been granted for the expenditure of \$2,200 from your account, as follows:

To purchase horses.....	\$800
To purchase wagon, harness, and farm implements.....	600
To erect a barn.....	500
To purchase seed.....	100
For miscellaneous expenses.....	200
	2,200

Under this authority there has already been expended \$1,020.40 and the remainder will be used for the purchases intended at an early date. With an allowance of \$200 available for miscellaneous purchases, it is not understood here how you can be so much in need. All of the expenditures mentioned in the authority are of a substantial nature and should be for your permanent benefit.

It is known that you are in debt in the sum of \$200 to your brother, who paid that amount for you on a \$600 team, which the superintendent allowed you to purchase. As you promised to reimburse your brother from your own earnings, the office expects you to make good your promise before it can give you any additional privileges in the handling of your funds.

Your friend,

C. H. HAUKE,  
*Second Assistant Commissioner.*

## EXHIBIT 27.

LAPWAI, IDAHO, *July 11, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

James M. Parsons, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 27 years of age. I reside at Kamiah, Idaho. I received patent for my allotment and I have the right to do with it as I choose. I attended the Government school at Lapwai, Idaho. I spent four years in the school at Carlisle. I frequently write letters and petitions for my people and assist them in other ways. I have seen and witnessed many embarrassments imposed on my people. I have resented this many times and protested in their behalf against the treatment they have received, especially the way they have been treated in regard to their personal moneys due them from rentals or from sale of inherited lands. I am convinced that most of the trouble that our people suffer comes from the ill advice of the interpreter and the judge at the agency. The name of the interpreter is Ed Raboine and the name of the judge is James Grant. While they are serving the Government they receive a salary which is paid to them by the superintendent, but in addition to this salary they frequently charge fees to my people who have important cases pending before the office or who are anxious to withdraw some of their moneys to make certain investments. I know of at least five Indians who have been compelled to pay them fees to get this matter properly taken care of at the agency. In most every case they have paid \$100 each. The present arrangements and the practice of the Indian Office greatly inconveniences the Nez Perce, and offers inducements to those who are in position to speculate off them; and the practice of the superintendent in refusing to allow them to pay their bills has a tendency to make the Indians more dishonest than they used to be. Those persons who have had business with the Nez Perce will testify as to their honesty and integrity.

The superintendent has been very careless in looking after the interest of our people, and on one occasion I found there was \$100 due a Nez Perce Indian when the clerk told him there was no money due him.

And further the deponent sayeth not.

JAMES M. PARSONS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of June, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 28.

LAPWAI, IDAHO, *July 11, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Dorcas Moses (née Lindsley), being first duly sworn, on her oath says:

I am a Nez Perce Indian, 40 years of age. My post-office address is Spalding, Idaho. Before the allotments were made I was married to Te-le-nickt in accordance with the Indian custom; after I had a child about 1 year of age he deserted me. I then married another man according with our custom; not long after this another child was born to me, and before the allotments were made the second husband deserted me and denied the child. When the allotments were made I received allotments for both of my children. The first child is living and the second child is dead. My second husband then came and claimed the child, and claimed an interest in the allotment. I contended for the allotment, but through the influence of Judge Grant my second husband was awarded one-half interest in this allotment. This came about because my second husband paid him a fee of \$55. Fifty-five dollars was also taken out of my share of this money, and I suppose that was paid to Judge Grant, but not with my consent. There was no hearing. I had no chance to bring up witnesses or proof to defend my rights. I raised the child and supported it for eight years. My second husband gave me no assistance and did not claim the child until after it was dead, and then he claimed a share in the estate.

And further deponent sayeth not.

DORCAS (her x mark) MOSES, née LINDSLEY. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires the 14th of January, 1913.

## EXHIBIT 29.

LAPWAI, IDAHO, *July 11, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

John Moses, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 33 years of age. My post-office address is Spalding, Idaho. I inherited a tract of land—heirship land—which I sold four months ago for \$2,010. No account has been rendered me of this sale, and I have received no money for it, although the money has been paid to the superintendent about four months. The reason I sold this land was because I was in need of the money to build a house and barn and purchase a horse. I told the agent my intentions or reasons for selling this land, and if I had not expected to get the money I would not have agreed to sell the land. I called at the superintendent's office and saw the chief clerk and gave him a statement of the things I wanted to buy and what I had

bought, and in an impolite and harsh manner he informed me I had no business with those things, and gave me no satisfaction. He told me that he would not give me any money except \$25 per month. About a week later I called at the superintendent's office to see if I could get the \$25 that he said he would allow me, that I might buy some provision; he refused to give this to me. I have not been to the agency to ask him for any more because he treated me so badly the other times I went there. I want this money all paid to me and taken away from the supervision of the Indian superintendent.

And further deponent saith not.

JOHN MOSES [SEAL].

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

EXHIBIT 30.

LAPWAI, IDAHO, *July 11, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Ew-yin, being first duly sworn, on her oath says:

I am a Nez Perce Indian past the age of 80 years. My post-office address is Spalding, Idaho. My sister's boy died last winter in the month of February, 1910. I and another sister named He-mah-Kits-ot-my to be the only heirs, but a half brother of the child is claiming all the rent money due the child and is also claiming the allotment from my dead sister. He is no blood kin to my sister or to us and is only one-half brother of the child and has no interest in the estate of my sister, and only one-half interest in the estate of the child. The superintendent has sold the estate of my sister and recognized the rights of her stepchild without giving us a hearing. My dead sister's name is He-yum-to-pon-mi. Her child's name was Natt George.

And further deponent saith not.

EW-YIN (her x mark). [SEAL.]

I concur the above statement.

HE-MA-KITS-OT-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 31.

LAPWAI, IDAHO, *July 12, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Wo-win-we-non-my being first duly sworn, on her oath says:

I am a Nez Perce Indian, 50 years of age. My post-office address is Lapwai, Idaho. I have a daughter past 22 years of age. She received an allotment in 1891, and we had a trust patent in our possession for a long time. One day when my husband passed the agency Mr. Raboin, Government interpreter, stopped him and asked him for my daughter's trust patent to her land and he told him that he had one and the interpreter told him to bring it down to the agency; that they wanted to see it. He took it down to the agency and we have never seen it yet. After that the interpreter informed me that my daughter had no land or allotment. If my daughter's allotment has been cancelled it is a great injustice to her for she was about 2 years of age when the allotments were made, and she is as much entitled to an allotment now as any other Indian.

And further deponent saith not.

WO-WIN-WE-NON-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 32.

LAPWAI, IDAHO, *July 12, 1911.*

STATE OF IDAHO,

*County of Nez Perce, ss:*

Jim Dickson, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 56 years of age. I reside on Tom Beil Creek. I am familiar with the difficulty experienced by Jim and Tom Carl. I had a similar trouble myself. I had a good farm, about 80 acres, farther down the Clearwater River below where these people lived. I had about 50 head of horses, and I was on a visit to Coeur d'Alene, Idaho, when the war broke out, and all of my property was destroyed, and I lost all of my stock. I have not been paid for the property or the stock, which are estimated to be worth about \$15,000 or \$20,000.

I was allotted land in 1891 the same as other Nez Perce Indians and because I was a Nez Perce. When the first payment was made in 1895 I received \$305; as soon as I received the money James Grant came to me and demanded \$160, as he claimed for getting me on the roll. I did not pay him and he kept on bothering me, insisting that I should pay him his claim, as he had done the work for me. I finally gave him \$100.

A road was surveyed through my allotment about two years ago. I protested and objected to the road coming through my land and went to the agent to make complaint. The Indian agent came out to

see me and told me I could get \$100, and, in fact, that I would be obliged to accept it or that I would get nothing. He did not tell me I had any right to appeal from this decision, but, in fact, forced me to accept the money. The superintendent at that time was Oscar Lipps.

When allotments were made to me in 1891 I had four children and a wife. The agent asked me how old the youngest child was, claiming it to be only a year old. I told him it was 1½ years old, and he allowed or allotted the land to the child and the other members of my family. In 1895 I received a trust patent for them, including the youngest child. One year after the payment, and after the child had drawn a payment the same as other allottees, the allotment was canceled. I protested against this treatment, but it did me no good. A white man now occupies the allotment of the child. The child is now past 22 years of age.

We believe that all persons living on the ratification of the agreement between the United States and the Nez Perce (which agreement was ratified August 15, 1894) were entitled to allotments. My child was living in 1891. We also held that under the agreement we were to receive \$2,000 in accordance with article 4 of said agreement. The Government furnished us two sawmills which cost \$3,360.66, and charged the cost of them to our funds instead of paying for it out of the Government funds.

JIM (his x mark) DICKSON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 33.

LAPWAI, IDAHO, *July 12, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Jim Carl, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 56 years of age. My post-office address is Genesee, Idaho. I and my brother, Tom Carl, were living 32 miles from Lapwai down the Clearwater River. In 1873 and up to the time of the Joseph War in 1877 we had good farms and improvements and a large horse ranch; over 100 head of horses and 100 head of cows. When the Joseph War broke out we were requested to move to Spalding Agency, which we did. We were not with the hostile Nez Percés, but with those who were friendly to the Government. As a consequence of our having to move to Spalding depredations were committed on our ranch and we lost all of the cattle and horses except the horses that we used to go to Spalding with—about 30 head of horses—we lost over 100 head of horses and 100 head of cattle, all of our property we left behind. Other Indians who were friendly with the Government were paid for their horses, both at Kamiah, Lapwai, and other places, but we have never received anything for our loss, though we have made many requests of the Government for a settlement and many complaints of our losses. We consider our loss about \$5,000

for the other property. My improvements consisted of 80 acres of land fenced, a barn, and a house and outbuildings, all of which were destroyed, and I have never been able to recover the land. My brother was equally interested in this property. We had a good orchard on this property.

A relative of mine died about three years ago, leaving an estate, and I contend that I and my brother are the only heirs to this estate. My relative's name was John Walelah, who is now deceased. I was refused a hearing, and the property has not been awarded to anyone. It is being claimed by parties from Umatilla, Oreg. We demand a hearing and a settlement of this case at an early date.

I had an uncle whose wife died and left an estate to him. Later on the uncle died and, of course, left his own estate and the estate of his deceased wife to his heirs. I was one of eight heirs to these two estates. I received one-eighth of the rentals only one time. This occurred about five years ago. My brother and the other six heirs have been getting their proportion of the rentals from the estate, but I have not. I do not understand why I should not be paid the same as the rest of them. I have made many demands, but have received no satisfactory explanation.

Last year my renter paid \$180 rent for my allotment to the Indian superintendent. The superintendent allowed me to withdraw \$25 per month from and including December until and including May. This would be six months at the rate of \$25 per month and would amount to \$150. I contend there would be due me \$30, and the superintendent insisted I was paid in full. I demand a settlement, and I am unable to get one.

JIM (his x mark) CARL. [SEAL.]

I concur the above statement.

TOM (his x mark) CARL. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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#### EXHIBIT 34.

LAPWAI, IDAHO, *July 12, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Im-ma-tom-my being first duly sworn on her oaths says:

I am a Nez Perce Indian, about 60 years of age. My post-office address is Spalding, Idaho.

About two years ago Able Grant came to me and asked me to sign a lease for my land. He promised me \$480 for three years' lease. They agreed to pay me \$100 for the first year, \$180 for the second year, and \$200 for the third year. When I went to the agency to get my first year's rent, Judge Grant told me there was nothing there for me and that there would be due me \$200 this fall. I called for the superintendent, but one of the clerks came and called the Government interpreter, and the interpreter informed me that I would have



nothing coming to me until this fall, and then I would receive \$200. This was not the agreement I made and I want protection in my rights. There is a crop on the land this year, and they will have one more year under the terms of the lease to farm the land. According to James Grant's statement now she says she will receive only \$400 for the lease.

And further deponent saith not.

IM-MA-TOM-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 35.

AFFIDAVIT.

LAPWAI, NEZ PERCE COUNTY, IDAHO,

*July 6, 1911.*

Charley Half Moon, of lawful age, being duly sworn deposes and sayeth:

I am a Nez Perce Indian, past the age of 40 years. My residence is in the Nez Perce County in the State of Idaho. My post-office address is at Culdesac, Idaho. I have about 230 acres in cultivation and 130 acres grazing land. I have a wife and seven children. I have an allotment for myself, and my wife has an allotment, also one living child; and one deceased child had an allotment, which I sold. This allotment contained 100 acres and brought \$6,700, this money belonging equally between my wife and myself. As far as I know this money is on deposit in the First National Bank of Lewiston, Idaho, to the credit of myself and my wife, except such portions that has been withdrawn by us under the supervision of the Indian agent or superintendent. We now have about \$4,800 to our credit. The superintendent of the Nez Perce Reservation has allowed us to withdraw from the account \$25 per month each, notwithstanding our continued requests that we be allowed to withdraw from the deposit at one time a sufficient sum to improve our homes, to purchase some machinery, or stock.

Of the above-mentioned allotments of 360 acres of land 120 acres was allotted to me, 120 acres to my wife, and 120 acres to my child. Of this land I am cultivating and grazing about one-half and renting the remainder to a man named T. O. Crozier, for which I receive \$3.50 per acre cash. This money is paid to me, and I used it for the support and benefit of myself and my family. I have work horses and saddle horses, and also breeding horses, totaling about 25 head in all. Fourteen of these horses are saddle horses, worth about \$40 each; one span of work horses, worth \$600; and three work horses, worth \$200 each, the others are worth about \$30 each. I have cattle, about 20 head; chickens, about 200. I have 200 fruit trees and a good garden, a good house and barn, and I am fully competent and able to look after my own affairs without the supervision of anyone else, as are any of my neighbors, either white man or Indians.

I could invest my money to a greater advantage to myself and family if I had it completely in my control. If I preferred to loan out my money, I could get from 8 to 12 per cent interest on good and safe security. If I had the free control of my money, I could save from 25 to 40 per cent in the purchase of machinery, stock, or other things that I may need. As it is, I and many others of our people have been compelled to pay greater prices for lumber, machinery, or improvements, such as buildings by reason of not having the cash to pay for the same, but being compelled to give an order on the superintendent. I desire the free use and control of my money and property, as I understand that I am a free citizen of the United States in the State of Idaho, and voter in this State, and I desire equal rights with other citizens, and further deponent saith not.

CHARLEY (his x mark) HALF MOON. [SEAL.]

Witnesses to mark:

SILAS D. WHITMAN,  
STARR J. MAXWELL.

Subscribed and sworn to before me this 6th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public in and for the  
County of Nez Perce, State of Idaho.*

My commission expires January 14, 1913.

STATE OF IDAHO, *Nez Perce County, ss:*

I, Starr J. Maxwell, certify that I have read and interpreted and fully explained the foregoing affidavit to Charley Half Moon and that his signature thereto is his own free act and deed.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public in and for the  
County of Nez Perce, State of Idaho.*

My commission expires January 14, 1913.

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EXHIBIT 6.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Daniel Green (alias Daniel Jefferson), being first duly sworn, on his oath says:

I am a Nez Perce Indian 60 years of age. My post-office address is Slickpoo, Idaho. I am the son of Lott Green and Zeth Green; the other members of the family were Calvin Eli Green, Johnson Green, Abraham Green, Emma Lucy Green. When Zeth Green died Lott Green married Amantha Lucy Green; from the last marriage were born Eli Green, Johnson Green, and Emma Lucy Green (four children), Daniel Green and Pil-en-yekin being the only offspring of the first marriage. Pil-en-yekin died when very young. This has left me, Daniel, as the only child from the first marriage. Up to last fall I, Daniel, got part of the rent money coming from Amantha Lucy Green's allotment and also part of that of Emma Lucy Green's allotment. I now want to know why I do not receive money like the preceding years. I have received no money from my half brother Eli's allotment, who is dead. I want to know why I am

deprived of this money, since I am the only heir of Eli's property. I also wish to have inquiry made concerning the estate of my uncle, Phillip I-yom-to-lot, who died about three years ago. At that time Mr. Matoon told me that I would receive some money from Phillip's allotment. The other agents refuse to consider me as an heir to Phillip's allotment, although Phillip was a full brother to Zeth, my mother. I want my case reviewed. I can get no relief from the superintendent.

I have been here 17 years; I am a full-blood Nez Perce Indian, but I have received no allotment, no payment money, and no interest whatever. I am living on my wife's allotment. I have stock and a good home, and I am working part of her land and leasing a part. Before I came here I was living on the Colville Reservation, at Nespelem, Wash. I had not received an allotment there, but I have this year made application to receive an allotment there, as many of the Nez Percés have allotments up there. I either want an allotment on the Colville Reservation or I want my proportionate part of the money that would be due me and the land that would be due me. I have four children and myself that should get allotments in the Colville Reservation, and I have made application for them.

And further deponent saith not.

DANIEL (his x mark) JEFFERSON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 36½.

SUPPLEMENTARY STATEMENT OF JOHN MOSES.

LAPWAI, IDAHO, *July 17, 1911.*

I wish to refer to the facts that Nez Perce Indians believe that they have a right to hunt and fish anywhere in the States of Idaho, Washington, and Oregon within the limits of the land they once owned as described in the treaty of 1855, and believing this many of the Indians have hunted without game license, and many have been arrested and fined for doing so. I myself was arrested and fined \$25 for hunting without a license. I have noticed that the license issued exempts soldiers who served in the Civil War and children under the age of 12 years and females, but they do not exempt Indians, who reserved the right to game and fish, and who have better grounds to expect exemption.

And further deponent saith not.

JOHN MOSES. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 37.

LAPWAI, IDAHO, *July 17, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Ta-ka-siat, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 29 years of age. My post-office address is Lapwai, Idaho.

I received all the per capita payments that were coming to me except \$28. I have not received this and I have made inquiry about it, but can get no satisfaction. I desire to have assistance in getting this money paid to me.

And further deponent saith not.

TA-KA-SIAT (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 38.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Mary Eugene, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 70 years of age. My post-office address is Slickpoo, Idaho.

In 1895 I was induced by the agent to make a deposit in the First National Bank at Moscow, Idaho. I deposited \$300. A short after this bank failed. I received \$12 only out of this deposit. I have had no assistance in recovering the balance.

And further deponent saith not.

MARY (her x mark) EUGENE. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 39.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

He-yume-toke-te-nikt or Mabel Halfmoon (nee Daniels) (alias Nesbit) being first duly sworn, on her oath says:

I am a Nez Perce Indian, 22 years of age. My post-office address is Culdadesac, Idaho.

I have made applications to receive patent in fee to my allotment on two different occasions. I am attaching to this affidavit a copy of a letter written to me by Mr. Hauke, assistant commissioner, and also a copy of my trust patent.

I was educated at Chemawa, Oreg. My husband and I live on his allotment. He has 140 acres of land, most of which he farms himself. Part of it is leased. My land is not convenient to us and we want the fee patent so we can make an exchange for other land near us.

And further deponent saith not.

MABEL D. HALFMOON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 40.

DEPARTMENT OF THE INTERIOR,  
OFFICE OF INDIAN AFFAIRS,  
*Washington, D. C., May 20, 1911.*

Mrs. MABEL D. NESBIT HALFMOON

(Through superintendent Fort Lapwai Indian School.)

MADAM: On May 15, 1911, the superintendent of the Fort Lapwai Agency filed a report on your application for a patent in fee covering your allotment No. 208.

The office does not feel justified in recommending favorable action on your application at this time, as your qualifications to care for your own affairs are not clearly shown. The trust patent which accompanied your application is returned.

Respectfully,

C. F. HAUKE,  
*Second Assistant Commissioner.*

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EXHIBIT 41.

THE UNITED STATES OF AMERICA.

*To all to whom these presents shall come, greeting:*

Whereas there has been deposited in the General Land Office of the United States a schedule of allotments of land dated March 18, 1895, from the Commissioner of Indian Affairs, appraised by the Secretary of the Interior March 19, 1895, whereby it appears that under the provisions of the act of Congress approved February 8, 1887 (24 Stats., 388), as amended by the act approved February 28, 1891 (26 Stats., 794), or He-yume-toke-te-nikt or Mable Daniel, alias Nesbit, an Indian residing on the Nez Perce Indian Reservation, has been allotted the following-described land, viz:

The lots 7, 8, 15, and 16 of section 32 in township 36 north of range 4 west of Boise meridian in Idaho, containing 80 acres.

Now, know ye that the United States of America, in consideration of the premises and in accordance with the provisions of the fifth section of said act of Congress of the 8th February, 1887, hereby declares that it does and will hold the land thus allotted (subject to all the restrictions and conditions contained in said fifth section) for the period of 25 years in trust for the sole use and benefit of the said He-yume-toke-te-nikt or Mable Daniel, alias Nesbit, or, in case of her decease, for the sole use of her heirs, according to the laws of the State or Territory where such land is located, and that at the expiration of said period the United States will convey the same by patent to said Indian or her heirs, as aforesaid, in fee, discharged of said trust and free of all charge or incumbrance whatsoever: *Provided*, That the President of the United States may, in his discretion, extend the said period.

In testimony whereof I, Grover Cleveland, President of the United States of America, have caused these letters to be made patent and the seal of the General Land Office to be hereunto effaced.

Given under my hand at the city of Washington this 13th day of June, in the year of our Lord 1895, and of the independence of the United States the one hundred and nineteenth.

By the President.

[SEAL.]

GROVER CLEVELAND,  
By M. M. KEAN, *Secretary*.

L. Q. C. LAMAR,  
*Recorder of the General Land Office.*

(Recorded, vol. 39, p. 373.)

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EXHIBIT 42.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Sophia Thomas, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past 50 years of age. My post-office address is Spalding, Idaho.

My son died and left an allotment of 80 acres. The superintendent gave me 40 acres and gave 40 acres to Annie Mox Mox, who was the stepmother of my son. I hold this award was not according to law, and I should have received all of the land.

And further deponent saith not.

SOPHIA (her x mark) THOMAS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 43.

LAPWAI, IDAHO, July 17, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Pai-wa-wih-ma, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 94 years of age. My post-office address is Spalding, Idaho.

My husband died eight years ago and left an allotment of 80 acres. This land was given to Mrs. Charley Williams, who was no kin to him but administratrix of the estate, and who had helped care for my husband while he was sick. I want the case reviewed. I think I am justly entitled to all of the land under the laws of the State of Idaho. I have received nothing at all. I am old and need the money.

And further deponent saith not.

PAI WE WIH MA (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 44.

LAPWAI, IDAHO, July 17, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Nannie Brooks, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past 40 years of age. My post-office address is Lapwai, Idaho.

I rent my allotment for \$170 a year for two years and \$160 for the third year. From the first year's rent \$170 was paid and I received only one payment of \$25. I want all of the rent paid at one time, as I am entitled to this.

And further deponent saith not.

NANNIE (her x mark) BROOKS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 45.

LAPWAI, IDAHO, July 17, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Jane Jackson, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past 80 years of age. My post-office address is Webb, Idaho.

S D—62-1—vol 30—23

My sister's son died and left an allotment. My sister is entitled to this land. A white man has taken possession of this land. We asked the superintendent to help us. The superintendent wrote to the white man, but this did no good, and the agent has done nothing to help us.

And further deponent saith not.

JANE (her x mark) JACKSON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 46.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Coyote, being first duly sworn, on his oath says:

I am a Nez Perce Indian, past 80 years of age. My post-office address is Spalding, Idaho.

About five years ago my wife rented some land which was leased through the office of the superintendent of Indian affairs. We have received no rent from this land, and I took the matter up with a lawyer at Lewiston, Idaho. On the 16th of June, 1909, he wrote me a letter, copy of which is as follows:

LEWISTON, IDAHO, *June 16, 1909.*

COYOTE, *Spalding, Idaho.*

DEAR SIR: I wrote the agent at Lapwai a few days ago about the rent money due your wife on her leased land from the bondsmen on the lease at Moscow, and he sends me a letter, which I copy and send to you. I will see the United States district attorney here in Lewiston on the 21st of this month and find out what steps the Department of Justice have taken to get this money for your wife and write you again. I send you a copy of the letter from Agent Lipps below.

I am, yours, truly,

CLAY McNAMEE.

DEPARTMENT OF THE INTERIOR,  
UNITED STATES INDIAN SERVICE,  
*Lapwai, Idaho, June 8, 1909.*

CLAY McNAMEE, Lawyer,  
*Lewiston, Idaho.*

DEAR SIR: Replying to yours of the 7th instant, I have to advise that the land referred to in your letter was leased to Ernest Sharren, of Mohler, Idaho, and the total amount of rents remaining unpaid is \$325.

This matter was duly reported to the department and has been in the hands of the Department of Justice for some time. My last information was to the effect that service had been made on the bondsmen and judgment obtained, but at this time there is no possibility of collecting the money. I have no record as to who these bondsmen were, as my copies of the leases are in the hands of the Department of Justice.

Very respectfully,

*Superintendent and Special Disbursing Agent.*

We have received no money up to this time. We want this matter looked after and our rights protected.

And further deponent saith not.

COYOTE (his x mark). [SEAL.]



STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 47.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Agnes Morris (nee Corbett), being first duly sworn on her oath, says: I am a Nez Perce Indian, 23 years of age. My post-office address is Spalding, Idaho.

My mother, Martha Corbett, deposited \$100 in the First National Bank of Moscow, Idaho, in about 1895, and the bank failed a short time after that. She received no part of this money. My mother died about five years ago. Myself and brother and sister are the only heirs. She left her allotment to us and we collected the rent from it. We received \$150 a year or \$50 each. This money has been paid to us at the rate of \$25 a month. The agent also handles the rental from my own allotment and pays that to me at the rate of \$25. I want my restrictions removed, so that I can collect my rents and handle my money as I please.

And further deponent saith not.

AGNES CORBETT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 48.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Tom Williams, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 50 years of age My post-office address is Spalding, Idaho

Along in 1895 I was induced by the Indian agent to make deposit of my per capita money in the First National Bank at Moscow, Idaho. I deposited \$1,100 in the bank, and the bank failed a short time afterwards. At one time I received \$125, and about a year later I received \$25, making \$150 in all. I lost by reason of this deposit \$950 and the interest thereon. I made many appeals to the superintendent to assist me to get my money. Although the money was deposited there through the influence of the United States officials, I received no relief through any source.

After my mother died my father was married again to another woman. Before my father died this woman left him and I had to go and get my father and take care of him until he died. This woman had left my father while he was sick and unable to take care of himself. She had left him alone for several days before anyone knew he was in distress, and I had to go and take care of him until he died. When I went to the Indian superintendent to see about my father's estate, I was informed by the superintendent that my stepmother would receive one-half the allotment and my brother and myself the other one-half. The land has not been rented for more than six years, and the land has not been sold and is bringing nothing to me or any one of us, because no division has been made. My brother and myself are not on friendly terms with my stepmother, and we can come to no agreement. We would like to have this matter settled, so that we can rent the land and collect the rent or divide the lands or have it appraised, and we would pay for the other half, so that we could get some benefit out of this property. I have got no relief or assistance from the superintendent in adjusting these matters.

And further deponent saith not.

TOM (his x mark) WILLIAMS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

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EXHIBIT 49.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Annie Seth, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 30 years of age. My post-office address is Spalding, Idaho.

My brother died and left an allotment, and I was the only heir to inherit it. About a year ago last fall the land was sold and brought \$3,500, and the money was paid and deposited with the superintendent. Since this money has been paid in I have only received two payments of \$25 each. If I should receive \$25 a month for every month hereafter it would take 11 years and 6 months for me to get all of this money. With that much money to my credit, notices are posted that my credit is not good, and that people should not sell me anything on time; if they do, they do it with their own risk. I consider this an imposition and libelous and that a great wrong has been done to me. I demand the full amount of money that is due me, to invest as I choose.

I have made demands for money and been refused by the Indian superintendent under the pretense that he had to get approval from Washington before any further money could be paid to me. I have

no one to depend upon; I have no relatives, and I need this money for my own use.

And further deponent saith not.

ANNIE (her x mark) SETH. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 50.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Delia Williams, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 48 years of age. My post-office address is Spalding, Idaho.

My brother died after he had received an allotment and just before the first per capita payment was made. He was married, had a wife and two children but the children died before he died, each had received allotments and his wife had received an allotment. My brother's wife died a short time after he died. I and my sister claim to be next of kin. My brother married Thomas Moore's daughter. After while my brother died and left a widow. A short time after, his widow died and Thomas Moore claimed the estate of my father through the inheritance of my brother's wife. The superintendent awarded the estate to Thomas Moore and did not give me any interest in the estate. Thomas Moore was also awarded the allotment of my brother's wife and two children, and while Thomas Moore was no blood kin to me or my brother, I, who was the own sister received no interest in any of these allotments. I have made frequent requests of the superintendent to protect my interest, and my rights have been denied.

And further deponent saith not.

DELIA (her x mark) WILLIAMS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 51.

LAPWAI, IDAHO, *July 13, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Solomon Hoona, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 91 years of age. My post-office address is Lapwai, Idaho. I was married to a woman named Sillokewih before the treaty of 1855, and lived with her until she died a few years

ago excepting the times I would be away in Montana and Washington. We had many children and all of them died and when the missionary came to preach to the Nez Percés quite a number of the Nez Percés were converted to the Christian faith and especially the Presbyterian. Several of our people were ordained by the Presbyterian Church as Christians of the gospel. In 1879 I was married by the Christian practice by the Presbyterian minister Robert Williams. He was ordained as minister on April 2, 1879. (Reference to Rev. Robert Williams may be found on p. 201 of the History of the Synod of Washington of the Presbyterian Church in the United States of America 1835-1909, published by the synod, 214 Alaska Building, Seattle, Wash.) The record of my marriage is found in the Presbyterian Church at Kamiah. I have since the death of my wife been recognized as the sole heir of my wife's estate and land and other property which she inherited and left. I have received rentals from this property twice since my wife died. I made a new lease and signed it to another renter. This lease was prepared by the superintendent, but I have received no rent since I made this lease. This year the superintendent disputed my right to inherit this land and advertised that a hearing would be had in the estate of my wife. I was present and gave my testimony. The superintendent disputed my claim that I was legally married to my wife, claiming that the minister, Robert Williams, was not ordained, and therefore the marriage was not legal. At the hearing I was unable to prove or produce the records to show that Robert Williams was ordained. I have it now and I am able to submit it to the superintendent or the department, or whosoever it may concern. The persons contesting my rights to this allotment claim that I was married to another woman by a Catholic priest. I asked them to produce the truth and they could not and would not do so. The hearing was a farce; there was no justice in the hearing and the superintendent seemed to be prejudiced against me and to favor the other parties all through the trial and especially the Government interpreter, who took great interest in the persons contesting my rights, and treated me very inconsiderately. I demand that the money derived from the sale of this land be held until I can have a fair and impartial hearing and my rights determined.

And further deponent saith not.

SOLOMON (his x mark) HOONA. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 52.

LAPWAI, NEZ PERCE COUNTY, IDAHO, *July 7, 1911.*

David Half Moon, being duly sworn, on his oath says:

I am about 88 years old; am a full-blood Nez Perce Indian, of Idaho; my post-office address is Culdesac, Idaho.

About three years ago I rented some land for \$150 a year for three years, and \$175 per year for two years. I had a great deal of trouble getting the last payment; was compelled to make several trips to the agency and one trip to see my renter, about 26 miles away. I learned from my renter that the money had been paid to the agent about a month or more before, or at the time the rent was due. On account of the delay in collecting my rent I was put to a great deal of expense, and hurt my arm one of the trips. I have been crippled ever since. I have an allotment of 80 acres and my wife has 80 acres. Since I got hurt I am not able to farm, but my son is cultivating part of my land and I rent part. I have cattle and horses, a good house and barn, and have always been self-supporting.

I believe I should be allowed to handle my land and money as I think best, and if allowed to do so I would be better satisfied. The showing I and my people have made in investing the payments made to them from the land that we sold to the Government for \$1,626,222 in building houses, barns, improving farms, planting orchards, buying stock, machinery and other things, go to prove what we can do when given free control of our money. If we could spend our tribal money as we please we have more reason to believe that we should have a right to do as we like with our individual money. And further deponent sayeth not.

DAVID (his x mark) HALF MOON. [SEAL.]

Witnesses:

STARR J. MAXWELL.

OTIS HALF MOON.

Subscribed and sworn to before me this 7th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public, Nez Perce County, State of Idaho.*

NEZ PERCE COUNTY, *State of Idaho, ss:*

I, Starr J. Maxwell, a notary public, certify that I have read and interpreted and fully explained the foregoing affidavit to David Half Moon, and that his signature thereto is his own free act and deed.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 53.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Thomas Spalding, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 60 years of age. My post-office address is Peck, Idaho. I have 160 acres of land, and while I was away from home a road was opened up through my land, taking a good portion of my land and causing great inconvenience to me. There is a public road within one-half mile of this road and it was not necessary for a road to be made through my place. I have not received any compensation for the damages done and I have received no assistance from the superintendent, although I complained to him about it.

Some time after I received my allotment a white man fenced up 40 acres of my land. I have repeatedly complained to the superintendent about this, but he has done nothing to restore this land to me. Ed Raboine, the interpreter for the superintendent, told me some time ago that he would help me out of my troubles, but they have done nothing for me.

My wife died last summer and left no children. Under the laws of Idaho I inherit her allotment. I went to the superintendent this spring and tried to get rent money that was coming from her allotment, but the superintendent refused to let me have it. There is about \$200 of this money now due. The superintendent gave no reason for withholding it from me.

And further deponent saith not.

TOM (his x mark) SPALDING. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

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EXHIBIT 54.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

John McConville, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 49 years of age. I am a member of the Nez Perce Council. My post-office address is Lapwai, Idaho. Our people have had grievances for many years, and instead of getting relief at the hands of the Government and our agent listening to our grievances, we have been put off from time to time and have been treated worse all the time. If we did not think we had many grievances we would not have sent our delegate, Silas Whitman, to Washington. If we did not think we had many grievances, we would not have been holding council here for many days. Every Nez Perce Indian, if the chance was given him, would register his complaint. We have many old people, some between the ages of 60 and 80 years. They are not a kind of people that are used to complaining, and they have not been complaining before, but the last few years they could not keep from complaining. We were told when we sold our surplus land that we would receive allotments which we could use and occupy and do with as we choose; that they were for our benefit and for our own good; that we would receive large sums of per capita payments which we could use as we please, invest as we thought best. We received the per capita money, we made investments, but now we are treated with more restraint than Indians who have not received allotments and who are on reservations and depending entirely upon the Government. This is very discouraging to our people. They bitterly protest against it. They want the free use of their allotments, and the free use of their rent money, and the free use of the money derived from the sale of lands. We also want an opportunity to adjust all our differences with the Government in the Court of Claims and in

the Supreme Court of the United States. This is fair and just and we should not be denied that privilege.

And furthe deponent saith not.

JOHN (his x mark) McCONVILLE. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 55.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Lucy Moody, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 22 years of age. My post-office address is Culdadesac, Idaho. In the year 1891 I received an allotment; four years ago the road was opened through my allotment. I applied to the agent or superintendent for protection, but received no help, but advised me that the road must go through and could not be stopped. Sometime after I asked my renter, Mr. Hogaboam, why a road had to go through my allotment. Mr. Hogaboam declined to answer, but his wife informed me that Mr. Hogaboam had paid some money to Indian agent. If there was some money to be paid as damages, I should be allowed to receive the same.

For quite a number of years and as long as I was a minor, Johnny Pinkham was a guardian over me and my sister. He farmed our allotment for a number of years, but we never did know how much money was brought to me and my sister from our allotments. Six years ago I became of age, and Mr. Pinkham turned the allotment over to me, but turned no money or neither did he tell me how much money I had. All the money that he used for any fence wire or any other thing, the money was paid out of my land, and when he turned the land over to me he charged me for all the wire that he bought for the land, claiming that he paid out money out of his pocket. This was not so. I made many complaints to the Indian agent, but did not receive any help. I now have some money to my credit in the hands of the agent, and he allows me to draw a small sum of \$25 per month; \$25 a month payment is not enough for me, as there is nobody to support me, and I must be allowed to draw all of my money.

And further deponent saith not.

LUCY MOODY. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 56.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

James McConville, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 22 years of age. My post-office address is Lapwai, Idaho. I inherited 80 acres of land from my grandfather, Capt. Pierce. This land has been leased for pasture by the Indian agent for the past three years and is bringing \$35 a year rent. The money has been collected by the superintendent each year, and there should be to my credit at the present time \$105. I have made applications for this money, but the superintendent has refused to let me have any portion of the money. My allotment is timber land, and I do not farm it or rent it. I work for my aunt; have helped to support her for the last seven or eight years. I want my rent money for my own use. I went to school at Lapwai and have a fair education, and I am as able to take care of my money and property as other people. I made many requests or applications for this money. At the first the superintendent promised me that he would make me monthly payments. When I went again he told me that he would not do this, but if I wanted to buy anything at the stores that he would give me an order for what I wanted and pay for it with my money. I do not know why he should want me to trade my money out this way, for I can not get as much goods on an order as I can for cash, even though the agent may pay for the goods the same day. He told me that he was afraid if I got any cash that I would help pay Whitman's expenses as a delegate to Washington. We believe if we want to employ a delegate to go to Washington to settle our troubles we have a right to do the same as any other person would do.

I have sold some timber off my inherited land, and the superintendent has collected the money and has not accounted to me for any of it nor paid me any portion of it. The timber that was sold brought \$72. The superintendent has advised me to sell this allotment, but I refused to do so, because I do not want my money tied up or held by the superintendent. Mr. Lipps also advised me to sell the land. They seem very anxious to have the Indians sell their lands and get the money tied up, for some reason or other. We are getting suspicious about it.

And further deponent saith not.

JAMES McCONVILLE. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.



## EXHIBIT 57.

LAPWAI, IDAHO, *July 13, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

John Minthorn, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 51 years of age. My post-office address is Sweetwater, Idaho. I leased my own allotment and last fall the renter deposited \$110 to my credit with the superintendent in charge at Lapwai. I called for this money and was refused the amount, the superintendent stating that he would pay me \$25 per month. I did not receive any part of the rental until the month of June. If this money is drawing interest I do not know anything about it, but I do not think it is. I needed the money for my maintenance and support. I have a wife and myself depending upon this money, and I am not able to do as much work as I used to do. I do not drink or gamble and I take care of my money. There is no reason why I should not be paid what is coming to me without delay, cost, or inconvenience to me. Heretofore the agent or the superintendent always paid me a full amount of the rents when it was paid in, and this is the first time I have been treated this way. I have some inherited lands, known as heirship land, which I lease without the supervision of the superintendent. I have opportunities to sell this inherited land, but I would not agree to, because I did not want the money deposited in the bank and paid to me in small sums, as he is now doing with my lease money, and as the superintendent is doing other people with their rent money and money derived from their inherited lands.

And further deponent saith not.

JOHN MINTHORN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 13, 1913.

## EXHIBIT 58.

LAPWAI, IDAHO, *July 13, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Jim Matt (alias Kol-Kol-Chaw-hin), being first duly sworn, on his oath says:

I am a Nez Perce Indian, 89 years of age. My post-office address is Webb, Idaho.

I was present at the council and at the signing of the treaty in 1855. The council lasted quite a number of days. I heard the speech of Gov. Stevens interpreted and I heard the chief of our band speak and oppose the signing of the treaty, as he was opposed to the selling of any of the land. His name was Te-hole-hole-soot. He did sign the treaty, however, later. The thing that finally reconciled the people and made them feel inclined to sign the treaty was the fact that we reserved the game and fish rights, camping, and the use of the timber, and the rights to use the passes and highways, the use of the springs, streams, and fountains on the ceded land. The interpreter also told

us that we would be furnished with many conveniences such as blacksmith shops, tinsmith shops, gun shops, hospitals, sawmills, lumber, houses to live in, put up and furnish fencing for our ground, furnish us with farmers, and pay us large sums of money; also furnish us with schools and other things needed. These promises and obligations were not carried out on the part of the Government.

We made another treaty in 1863. I was not present at the making of this treaty, but I understand that much more land was ceded and much more money and other things promised and the same assurance given us as to the rights of the fish and game and other privileges on the ceded lands. In the early days our people claimed much territory in Montana and Wyoming. This territory we claim were our hunting grounds for buffalo. There was no buffalo on this side of the Rocky Mountains. We had many battles to maintain our rights to these territories east of the Rocky Mountains and many of the battles were fought during my lifetime. While I did not take part in the Joseph War, and was friendly with the United States all the while, I was accused of being one of Joseph's followers and taken to the Indian Territory. I returned to Idaho with the rest of my people. The Joseph trouble came about because the United States did not carry out its obligations to our people, and because it did not protect us against the insults imposed and outrages committed upon us by the white men.

I remember the agreement of 1893. I was present at the signing of this agreement. In that agreement our rights under the former treaties were also assured us, but like the obligations of the other tribes, the Government has not protected us. We are now compelled to get license to hunt and fish. We can not even fish on our own allotments without a license. Our allotments are not protected as we were guaranteed; they are cut up with roads without our consent and without pay to us. Our people are much discouraged at the terms we received and are receiving. While we are subject to both the State laws, both civil and criminal, our property is taxable; we are imposed upon by the Interior Department, and not treated as free people. I rent my own allotment and collect the rent therefor, but I have seen many of my people receive only small monthly payments for the rents of their allotments.

And further deponent saith not.

JIM (his x mark) MATT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 59.

[Supplementary statement.]

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Joe Albert, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 57 years of age. My post-office address is Webb, Idaho. I sold an heirship land three years ago, for which

I received \$1,400. In 18 months I was allowed to withdraw all this money. No interest was paid me at all until June, 1911, at which time they told me that \$18.45 was all the interest I had due, and they paid it to me. That was all they said I had due on the \$1,400 for the 18 months. I understood that my money was going to bring me at least 4 per cent. I should have received \$84 for the use of this money for the 18 months. I do not understand why I received such a small amount of interest.

And further deponent saith not.

JOE (his x mark) ALBERT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

---

EXHIBIT 60.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Amelia Albert, jr., being first duly sworn, on her oath says:

I am a Nez Perce Indian, 29 years of age. My post-office address is Lapwai, Idaho. My mother died a short time after receiving the per capita payment, and before the payment was made she had difficulty in getting on the roll. She was opposed vigorously by the interpreter, Edward Raboin, and James Grant, and, finally, was compelled to pay \$120 before they would place her on the roll. My mother received one payment, \$305, and did not receive any other. My mother died about 12 years ago and left an allotment. I and my sister got the allotment. The agent leases this land and allows us to collect rent at the rate of \$25 per month.

My mother's name was Ta-ma-tip-ya-lon-my, and the remainder of her money must now be in Washington to the credit of me and my sister, and I demand it now.

And further deponent saith not.

AMELIA (her x mark) ALBERT, Jr. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 61.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Effie Daniel Nesbit, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 52 years of age. My post-office address is Spalding, Idaho. I have some heirship land which is leased by the

superintendent. The lease only calls for the farm land, for which I was to receive \$3 per acre. The allotment consists of over 100 acres, but the farming land only consists of 20 acres. This renter, however, is occupying the entire allotment, the farming land and the pasture land. I wanted the pasture land for my own use. I have complained to the agent, but he refuses to do anything. I do not understand why he does not try to help me.

I had a son 14 years of age who went to school at Carlisle. When he returned he was taken sick; Dr. Alley came to see him and wanted the boy to pay him a certain sum of money and he would cure him. He told the boy to ask his folks to get him this money. He finally went to the sanitarium, and when he went there the bed was as hard as the floor, and he did him no good, and in about three months the boy died.

And further deponent saith not.

EFFIE DANIEL (her x mark) NESBIT. [SEAL].

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 62.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Jane Tababoo, being first duly sworn, on her oath says:

I am a Nez Indian, 26 years of age. My post-office address is Webb, Idaho. I have an interest in the heirship land of my mother and sister, deceased. There are two other heirs besides myself, a half brother and half sister. The heirship land of my mother and sister was leased, and my own allotment was also leased to the same party. The lease was signed and delivered to the superintendent, and the man farmed the land and sold the crop before it was harvested and left the country. I called at the superintendent's office and inquired about the rent several times. I told the superintendent that the man had left. I do not know if he paid anything to the superintendent or not, but the superintendent claims he did not. The superintendent promised to assist me in collecting my rent, but he has done nothing to help me so far. This occurred about the year 1906. The land has been rented ever since and the superintendent has collected the rent ever since this time, and the money has been paid to me at the rate of \$25 per month. My allotment consists of 115 acres, my mother's allotment of 100 acres, and my little brother's allotment, who I am raising and caring for, consists of 100 acres, making altogether 315 acres that is leased. I understand that this land was leased for \$2.50 per acre, but I do not get that much money out of it, and I would like to have a statement showing exactly how much this land brings, what my interest is, when the money is paid in, how much interest it brings, and why I am not paid more money than I receive.

A road runs through my allotment cutting off some of the best land I have. I have protested against this, but I can get no relief or protection from the superintendent. I understand that I was to be given the full amount of my land that is allotted to me when the patent in fee is delivered. The road will take considerable of it away from me, and I should be paid for that at the same price that I could receive for the other land.

And further deponent saith not.

JANE (her x mark) TABABOO. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 63.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Thomas Lindsley, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 58 years of age. I reside near Kamiah, Idaho. When the allotments were being made to the Nez Perce Indians in 1890 I received my allotment and allotments for my family, among whom was an allotment to one of my children that since has died. When the first per capita payment was made from the sale of the surplus land I expected to receive one payment for my deceased child, in accordance with the terms of the agreement. I also expected to inherit the allotment of this deceased child, but at this payment I was informed that the allotment of my deceased child had been canceled, and its name was struck off the pay roll, and that nothing would be coming to me from this source. I made many protests to the agent, but received no help from him. I understand that about 110 allotments have been canceled. Our people hold that the canceled allotments belong to the tribe, if not to the person making the selection. My allotment and my family's allotments consist of 470 acres. I farm all this myself; have good improvements, stock, machinery, good buildings, but I am classed as No. 2 grade. I notice that a great many of my people are suffering on account of the restriction imposed upon us by the superintendent and Indian Office. While the classification of our people was done by nine Nez Percés, under the supervision of the superintendent of Indian affairs, these nine men were not the choice of the people, were not voted for by the people, and were selected with prejudice to the people. If it is necessary for our people to be classified and restrictions to be imposed on some of them, we should be allowed the right to put up candidates and vote for the committee who make the classification. We have the right to vote, if we choose to do so, for county officers, State officers, and the President of the United States, and we should

have the right to vote more especially when it comes to interests of of our own and in which no other persons are interested.

And further deponent saith not.

THOMAS LINDSLEY. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 64.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Benjamin Whitman (alias Little Bear), being duly sworn, on his oath says:

I am past the age of 85 years. I reside at Webb, Idaho. I well remember when the treaty of 1855 was made with the United States in which we ceded over 12,000,000 acres of land to the Government, but reserved the game and fishing rights. Later on, in 1863, four of our men went to Washington and I learned they had made further cessions of our land, but that we were still protected in the reservation of our game and fishing rights, which was guaranteed there in the treaty of 1855. When the agreement of 1863 was made, in which we made the last cession to the Government, even then we were guaranteed all our rights under the former treaties, which we understood to mean our hunting and fishing rights which we had heretofore and which we understood also to mean the payment and fulfillment to us of all the moneys and obligations which was promised. Much of our trouble heretofore arose on account of the Government not carrying out its obligations to our people, and now, while we believe that we have the exclusive right to the game and fish within the boundaries of all the territory heretofore ceded, about 15,000,000 acres, we find that the State officials are claiming the game and fish and charge the people for a license to hunt and fish on the very territory where we reserved these rights. They are not only charging white people for the privilege of hunting and fishing in this territory, but they arrest an Indian if he attempts to hunt and fish there without a license.

And further in this matter deponent saith not.

BENJAMIN (alias LITTLE BEAR) (his x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 65.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Ralph Armstrong, being duly sworn, on his oath says:

I am 40 years of age. I am mixed Delaware and Nez Perce Indian, a graduate of Carlisle School, having graduated there in 1898. I am married to a Nez Perce woman and have one child. I and my wife both have allotments of land. My allotment consists of 80 acres and my wife's allotment of 115 acres. My own allotment is all timber land. I farm about 25 acres of my wife's allotment and lease the remainder. Myself and wife are both classed as second class. My wife has some money on deposit, which the superintendent allows her to draw \$25 per month. She has never received a statement as to how much interest has been placed to her credit or was due her by reason of this money being deposited; neither the Indian agent nor the bank has ever rendered any account of her money.

I am personally acquainted with nearly all the Nez Perce Indians, and I believe it would be better for them to transact their own business and to handle their own money; to lease their own lands and to be treated as other citizens of this country. When Mr. Lipps was Indian agent at Fort Lapwai he notified me that I was free to transact any business that I wanted to. That I could lease my own property or handle my own money. Later, however, I was notified that I would have to transact all of my business through the office of the Superintendent of Indian Affairs. This latter ruling was made notwithstanding the fact that in the former notice, I was told that the removal of my restrictions had been approved by the Secretary of the Interior. I believe that my people average up in intelligence and economy business as well as any other class of citizens around here, and that the methods used by the department has a tendency to discourage the Indians more than to benefit them. The interest received on the deposits is comparatively nothing. The prices charged to the Indians by reason of the credit system that is forced upon them costs them from 20 to 40 per cent. Their money could be loaned on good security, at from 8 to 12 per cent, if we wish to loan it out. If an Indian can not get along on the money the superintendent allows him to draw he is compelled to borrow money to pay the bank from 10 to 12 per cent; this incurs a loss to the Indian of the 10 or 12 per cent he pays and the loss of the difference between the interest he is getting on his money, and the interest he could receive, making the cost not less than 18 or 20 per cent on cash transactions, and from 20 to 40 per cent on credit transactions.

Further deponent saith not.

RALPH E. ARMSTRONG. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 66.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Mary Types, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 46 years of age. My post-office address is Lapwai, Idaho. I was married to E-magen-poon, or John Pasco, and had one child by him. Before I was married to John Pasco E-magen-poon he had a wife named Mit-mety. He got a divorce from his first wife. About three years after that time we were legally married. We were never divorced up to the time of his death, leaving the estate to my daughter and one-half to his first wife, under the rulings of the superintendent, which I claim is erroneous and not in accordance with the laws of the State of Idaho. I hold that I should have gotten half of the estate, as I was his legal wife, and my daughter should have gotten one-half of the estate. The agent leases this land, but I do not know how much rent he receives for it. I have received three payments of \$10 each and one payment of \$25. This is all the money I have been paid for 11 years. The land has been leased for some time. I have never learned just how much I am entitled to or what I should receive a year. I think I am entitled to a statement and a copy of the lease, so that I may know what is coming to my child; and I also think that there should be a review of this case, that I might have an opportunity to prove my right to the other half of the estate.

And further deponent saith not.

MARY (her x mark) TYPES. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 67.

LAPWAI, IDAHO, *July 17, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Amelia Albert, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 47 years of age. My post-office address is Webb, Idaho.

I had two children, who received allotments at the same time I received mine. These two children died and left estates. Their father and I had separated. I was keeping the children when they died. I contended for the estate and Mr. Grant told me if I would pay him \$15 that he would assist me in the contest. I paid him the \$15 and I got the two allotments of my deceased child.

A road has been cut through on 160 acres that I inherited from my children. I objected to this, but I have not been protected in my rights.

I was lawfully married to James Lemon and he had an allotment of 80 acres; he left me and married a woman at North Yakima.



When he died the superintendent gave his allotment to this woman from Yakima, who was not his legal wife.

I have an allotment of my own which I lease for \$240 a year or \$3 per acre. This money is paid to the Indian agent and he pays me at the rate of \$25 a month, but he did not pay me anything until about 4 months after he collected the money. The agent gave me \$25 the first of this month and my little girl is quite sick. I took my little girl up to the agency and told him that she was sick and that I wanted some money to take her to Lewiston to a doctor, but he refused to let me have any more money.

And further deponent saith not.

AMELIA (her x mark) ALBERT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 68.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Mary Petal-wow-na-nickt, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 44 years of age. My post-office address is Culdesac, Idaho. In the year 1894 I had two children named He-yum-tom-ma-lilpt and Pet-yah-lon-my. I was requested to have my children enrolled on the pay roll, which I did the same year. When the payment was made in the year 1895 I applied for my own \$305 and also for my two children, but was refused for my children's share. I was then told that the checks had to be sent back to Washington, D. C. One year after the first payment I received \$200 for my children, as there was such amount paid to the Nez Perce Indians, \$100 each. Some years passed there after the Nez Perce drew their pay, but my children never did receive any more. Finally one of my children died, and I never did recover the \$610 due my children for their first payment, and I never did understand why they did not receive this first payment; other children of the same age and much younger received the full payment. My understanding is now that there is some money in the Treasury of the United States belonging to the Nez Perce as a tribal fund, out of which I desire payment for my children. I do not desire to pay any fee to any officer of the Government to obtain any money for my children, as before. I was asked to pay fees to the interpreter, and I ask the Government for protection.

And further deponent saith not.

MARY (her x mark) PETAL-WOW-NA-NICKT [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 17th day of June, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 69.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Lap-pin-talah-na, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 43 years of age. My post-office address is Lapwai, Idaho.

The superintendent has been paying me \$25 per month from the money that comes from the leasing of my inherited land. I want the money all paid to me as soon as it is received. I do not wish to have it paid to me in small sums, as I can not invest it or use it to any advantage. My land should bring me \$350 a year rent. I do not get this much money a year from the superintendent. I am short, and I do not know the reason why this should occur. I demand my money all at one time.

One of my white neighbors has infringed on my allotment and fenced off 10 acres. I complained to the agent, but he has done nothing to assist me. The public road passes through my land and I have received no compensation for this.

And further deponent saith not.

LAP-PIN-TALAH-NA (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 70.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

He-yume-ton-my, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 35 years of age. My post-office address is Spalding, Idaho. I have a child that is 19 years old which was 1 year old when the agreement of 1893 was made with the United States. This child received no allotment, but received a share of the payment, the same as any other Nez Perce Indian, but did not get each payment; only got one payment of \$305. I insisted that my child was entitled to all the payments, money due, and was entitled to an allotment because she was born a year before the agreement was made, and I have been unable to have anything done for me.

And further deponent saith not.

HE-YUME-TON-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 71.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Emma Lindsley, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 22 years of age. My post-office address is Lapwai, Idaho.

I have an allotment of 89 acres. This land is leased to Mr. Strickfadden, sr., for \$200 a year. Mr. Strickfadden has had this land for two years. The first year I received \$200 rental, but this year I have not received anything. I have made demands for my rental but I have not received it. The lease was made with the approval of the superintendent, and the money was collected through the superintendent's office. I do not know why he has not turned any rentals over to me this year. I am quite sure the money has been paid to the agent. He offered to let me have the money to buy a horse or some stock, but he would not let me have the money unless I made some showing or said if I would make or agree to make an investment with the money. I hold that the money is mine to do with as I please, and I demand it.

I also have some money in the hands of the superintendent which I inherited from my father. I do not know just how much there is; the agent refuses to let me know.

And further deponent saith not.

EMMA LINDSLEY. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 72.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Ta-wi-watsan-my, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 45 years of age. My post-office address is Ferdinand, Idaho. I have an allotment and live on it. The white people have made a road through my allotment, and, in fact, taken parts of the land on all sides of it. They have made no attempt to avoid my property and they have made no appraisement for the damages or offered to pay me for the loss of the land. I have made complaint to the superintendent, but have received no assistance. I have a daughter who had two children and I am supporting each of these children. These children have money in the hands of the

agent and he does not pay me any portion of it. I have asked for money to support the children and he has not allowed me any.

And further in this matter deponent sayeth not.

TA WI WATSAN MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 73.

LAPWAI, IDAHO, *July 15, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Annie Hill, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 40 years of age. My post-office address is Webb, Idaho. I have a sister who was allotted land and died after the per capita payment was made. She did not receive any payment. She was entitled to it, and the money must be to her credit at Washington. Her name was Aler-See-waket. My sister was married to a man by the name of John Lowery, and the superintendent awarded the allotment to him, and I received no portion of it. There are two other heirs, a brother and a half sister.

My mother died and left an allotment, and I was not awarded my proportionate part of her estate. I do not understand why the agent makes a decision in favor of the child of an allottee and at other times do not. I am only allowed to draw \$25 a month from the proceeds of my land. I have four children to support, and I want all the money paid to me at one time.

And further deponent saith not.

ANNIE (her x mark) HILL. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 74.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Sam Morris, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 56 years of age. My post-office address is Lapwai, Idaho. I have several things to complain about; one is that a road runs through my land without compensation to me and without my consent. The greatest thing which I wish to complain is the

way my people are treated. We have some good agents and some who have not been so good. Some of them have listened to our troubles and appeared to try to help us, and some of them have not taken any interest in our affairs.

Last fall I made application to the agent to receive a patent in fee to my allotment. The agent told me that he thought I was the right kind of a man to receive a patent in fee, but it seems that he afterwards changed his mind, for he said he would give me a permit to sell the land, but he would not give me a patent in fee. It seems that the superintendent does not want our people to receive a patent in fee, so we can sell the land as we please, but wants to sell the land through his office, so that some one can make something out of it. I told the superintendent I could sell the land for \$100 or more an acre, and that I could handle the money myself to a good advantage. I am fully competent and able to handle my own affairs. I have demonstrated this in the past, as anyone here knows. I refused to accept a permit to sell my land, for I know how it would be if it were sold through the agent's office. I have seen too much of this done before. The land that I refer to consists of 320 acres. I should be able to get at least \$32,000 to \$35,000 for it.

Some time ago I made application to receive a patent in fee for my wife's grandfather. The superintendent knows all about this, as the application is on file and up to the present time I have heard nothing about the case. This is the way our people are treated when they try to get a patent in fee; they are turned down and a recommendation to sell their land is offered them instead. It seems as if the superintendent wants to handle all the money himself. A little girl of mine that was living when the payments was being made did not get the \$300 payment, although several other children of the same age received their money. I refer to this, as I want to go into the particulars to several of my grievances a little later.

And further deponent saith not.

SAM (his x mark) MORRIS, Sr. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 75.

LAPWAI, IDAHO, *July 17, 1911.*

STATA OF IDAHO, *County of Nez Perce*, ss:

Little Dan, being first duly sworn, on his oath says:

I am a Nez Perce Indian about 59 years of age. My post-office address is Culatesac, Idaho.

A public road has been built through my allotment without my consent and without any compensation for same. This road runs through my allotment for about one-half mile. There has been no

wire or posts furnished to fence along this road. I want the protection of the Government.

And further deponent saith not.

LITTLE (his x mark) DAN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 76.

LAPWAI, IDAHO, *July 17, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Charley Cow-tah-likht, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 47 years of age. My post-office address is Spalding, Idaho. I have an allotment and a public road has been cut through without my consent and without compensation to me, opening my fence and causing me to build another fence to keep stock out of the remainder of my land and separating a part of my allotment from the other. It is a great inconvenience and cost to me. I have complained to the superintendent and have received no relief. The superintendent has even threatened me if I did not quit complaining. I want this matter adjusted in fairness to myself and in accordance with my trust patent.

And further deponent saith not.

CHARLEY (his x mark) COW-TAH-LIKHT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 17th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 77.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Black Eagle, being duly sworn, on his oath says:

I am a Nez Perce Indian, residing at Kamiah, Idaho. I am 61 years of age; I am a nephew of Chief Joseph, and I am recognized by my people as chief of that faction. I am classed as a No. 1 grade, and I am allowed to make rental contracts for my land and collect the rent direct.

Holding the position I do with my people, I have opportunities to review their history and hear their complaints. We feel that we have not been protected in the rights granted us under the treaties, especially the rights to hunt and fish and the use of the streams, springs, and fountains, the roads, and rivers on the ceded lands.

None of our people have the right to-day to hunt and fish without procuring a license; even then their privileges are limited. I, myself, was arrested three years ago for killing a deer and fined \$90. Our people believe that we have the right to the game and fish anywhere within the boundaries of the 15,000,000 acres we originally owned. We have never given up those rights; we have never been paid for those rights; they have been taken from us without our consent and without our advice.

The people that live in my neighborhood are all self-supporting. They have homes, good improvements, stock, gardens, poultry, machinery, etc., and should be treated as other citizens of this country. We should have accountings at least twice a year with our dealings with the Government. We should be informed if the moneys that was stolen from the agency in 1905 or 1906 has been restored by the Government, and if so, why it was not paid out to the proper persons. We should be given the same liberty in the same manner as other people are given. Our people are not protected in accordance with the laws, as to the damages done by making public roads or highways through their allotments. A public road was cut through my allotment and no appraisalment of the damages done was made and no payments has been paid to me for the loss of the land or the damages arising therefrom. We believe that the Government should protect us in this and see to the collection of such damages.

I have made requests from the Indian agent for assistance and others have made repeated requests, but we have received no assistance whatever from the Government or the office of the Indian superintendent.

And further deponent saith not.

BLACK EAGLE. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 78.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

We-yot-my, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past the age of 60 years of age. My post-office address is Lenore, Idaho. A public road runs through my allotment, which was surveyed through without my consent, and without compensation to me. They could have gone around my land and had a better road than what they made in going through my land. I complained to the superintendent, and he did nothing to assist me or did not protect me in any manner.

My father died and left an allotment. The superintendent informed me that I was entitled to one-half of my father's allotment and my stepmother would be entitled to the other half. The allotment consisted of 80 acres, but I did not receive any portion of this allotment

or the rentals from it. My stepmother died, and after that her son, who was no kin to my father, received all of the allotment, and my rights was disregarded. I am entitled to one-half of the land and I want it. I have demanded my interest or the rents from it, and I can get no satisfaction.

And further deponent saith not.

WE-YOT-WY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 79.

LAPWAI, IDAHO, *July 13, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Paul Jackson, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 40 years of age. My post-office address is Sweetwater, Idaho. A white man named Charles Roller has taken possession of the allotments of Phillip Ellenwood, now deceased; he has not only taken possession of this allotment and deprived the lawful owners the use thereof, but he has intruded upon the rights of my mother, by claiming a portion of my allotment, also claiming a portion of two or three other allotments adjoining these places. Complaints has been made to the superintendent, but he has not tried to do anything to protect the interest of the Indians from this man. On one occasion I saw Charles Roller measuring land with a rope and I asked him what he was doing, and he said he was measuring his land. At the time he was on my mother's allotment. I told him that he was on my mother's allotment, and he drew a gun on me and the man who was assisting him was armed and his wife was also along. On another occasion when he was trying to intrude on my mother's land and I protested and I struck him with a quirt and knocked him down. I disarmed him. I complained to the Indian agent about him—Mr. Lipps—he sent for the sheriff. The sheriff went with me to see Roller and talked with him, but did nothing. Our people are law abiding and do not wish to have trouble, and feel that the department should protect us in having the possession of our allotments. We can not get the superintendent to help us.

Seven years ago a relative of mine died and I was advised to go to the superintendent's office and put in a claim of heirship. I did so, I was the only blood kin, but I was not awarded the land. A year later my grandmother died and left an allotment and I went to the agency office and put in a claim for this also. Two other members were claiming an interest in this allotment, one was my father's sister, and the other was my father's brother's daughter. They were recognized as having the rights and I was refused, or not recognized as having an interest for five years. During those five years, I was asked to pay Mr. James Grant and Indian Agent Lipps and Edward Raboin, interpreter, \$50 each. Two years ago I agreed to do this. I only paid one, and that was James Grant, \$25. I told Starr Maxwell



about it and he advised me not to pay anything. After that I was recognized as having an interest in my grandmother's estate, but have not yet received anything from my cousin's estate.

An aunt of mine—my father's sister—died one month and a half ago, who had been drawing all of the proceeds of the allotment of the deceased allottee, and two uncles of mine, on which I tried to put in a claim once and was refused. On this I say if my aunt did inherit from this estate I was entitled, as I had much the same rights to inherit. I ask the Government for protection in these lines.

And further deponent saith not.

PAUL (his x mark) JACKSON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 80.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Joe Albert, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 57 years of age. My post-office address is Webb, Idaho.

I was in the Indian Territory with Joseph's Band and was married to a woman while I lived there and had two children. Before I returned to Idaho my wife and I separated and the woman took the children. When the allotment took place I received an allotment and the woman received her allotment, also the two children received allotments. The oldest child, Lucy Albert, died after the allotment but before the payment, and after her name had been placed on the pay roll; \$305 was paid to the woman as the share of the deceased child. I received no portion of this. I appealed to the agent for my portion of this money, but he denied it to me. The allotment had been leased since the child died and the rents have been paid to the child's mother, and no portion of it has been paid to me. I have also claimed this to the superintendent, but my rights to the rent has been denied. There is no dispute by any person but that the child is mine. I know that the influence of members or parties around the superintendent has brought about this decision. After returning from the Indian Territory I married another woman and we had two children. My second wife and both children received allotments. Both children and my wife are dead; the superintendent has recognized my rights of inheritance to all of these allotments. I did not receive the last \$90 payment which should have been paid to the two children; I believe that money is still to their credit. I tried to get \$180 due the two children, but could get no assistance from the superintendent's office. I was told by James Grant and Edward Raboine if I would pay a fee of \$40 to them they would assist me in getting this money. I paid them \$40 and I received \$90, the other \$90 has never been paid to me. They have promised me to help get

the other \$90, but nothing has come of it. I believe this money is now in Washington to the credit of one of my children. The children's names are We-noon-my and Ip-na-chow-li-hompt. I demand the payment of this money to me.

And further deponent saith not.

JOE (his x mark) ALBERT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 81.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Louis Broncheau, being first duly sworn, on oath says:

I am a Nez Perce Indian 62 years of age; post-office address, Culesac, Idaho. The white citizens of Cottonwood Creek petitioned to the county commissioners to have a road cut through my allotment and that of Camile Broncheau's heirship property. We came to the superintendent for assistance and information, and the superintendent promised us that he would come and look the situation over and help us what he could. He said that nothing could be done unless it was approved by the authorities at Washington and that he would come up himself so that he could make the proper report. He did not come although he set the time and hour. We waited for him all day and several days but he did not come to see us. We finally learned that he promised the white people to get a road put through our land. There is a road on the other side of the creek that has always been used and recognized and surveyed by the county surveyors. If the road is cut through our land it will damage it beyond repair and take away from us a great deal of our best land. The bottom is narrow and long and the road would take up several acres.

I am supporting three orphan children of my deceased brother. They have money on deposit but the agent will only allow me \$15 per month to support the three of them. They have stock and land and I have to care for all of this, and it costs me a great deal more money than I get from the superintendent.

And further deponent saith not.

LOUIS (his x mark) BRANCHEAU. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 82.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Edward Webb, being first duly sworn on his oath, says:

I am a Nez Perce Indian, 52 years of age. My home is at Webb, Idaho. When the agency was at Spalding, Idaho, and C. D. Stranahan was agent, there was due me lease money amounting to \$360. I made several applications for this money and it was never paid to me, although it has been due several years. When the agency was moved to Fort Lapwai, and O. H. Lipps was acting Indian agent, a portion of this money was paid to some woman, although the check was made out in my name. I understand the check was cashed at the Idaho store at Lapwai, Idaho. This check amounted to something over \$100. Of this money, there is still unpaid \$200, unless this amount was paid to some one else.

I also lost \$1,000 by the failure of the Moscow Bank, which the agency interpreter induced me to deposit there. I have no money on deposit, except what is due me from the rental when C. D. Stranahan was agent.

And further deponent saith not.

EDWARD (his x mark) WEBB. [SEAL.]

Witness to mark:

SILAS D. WHITMAN.

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 83.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Phillip Andrews, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 48 years of age. My post-office address is Spalding, Idaho. Long after Chief Joseph returned from Oklahoma in 1885 he made several trips to Washington. On his last trip to Washington Joseph was told to go to the Wallowa Valley with an inspector and see Capt. Smith, the mayor of the town of Joseph. Some time after Joseph returned home I went with him and an inspector to Wallowa Valley. When Chief Joseph met Mayor Smith at Joseph, he told Mayor Smith that he was ready to return to Wallowa Valley with his people. Mayor Smith told Joseph, "This is your land, but I can make you no promise as to your return. We will both have to depend on the Government for that. Mayor Smith then told Joseph that he and his people owned the land around Weippe, Idaho, and further on Capt. Smith says, "If the Government would only agree for us to live side by side with one another in this valley, it would be no more than right if we should live together." The captain often said, "I feel rather

sorry that we had trouble with the United States over this valley," and it seemed to him that he never could forget all the trouble that the Nez Perce had over this valley. My people always contend that the Wallowa Valley was our property and we had not given it up. I served with Joseph in the war, but was not removed to the Indian Territory.

And further in this matter deponent saith not.

PHILLIP (his x mark) ANDREWS. [SEAL.]

Witness to mark:

SILAS D. WHITMAN.

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.] \_\_\_\_\_, *Notary Public*.

My commission expires January 14, 1913.

EXHIBIT 84.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Fred Lott, being first duly sworn on his oath, says:

I am a Nez Perce Indian 56 years of age; my residence is Myrtle, Idaho. I have an allotment, and so has my wife adjoining mine, that the Northern Pacific Railroad built through and used  $4\frac{1}{2}$  acres on my allotment and  $4\frac{1}{2}$  of my wife's allotment or about 9 acres in all. When the appraiser asked me what I wanted for the right of way I told him it was the best land I had and it was worth \$100 per acre. I told the superintendent that this is what I wanted for my land, sometime after the attorney for the railroad, P. E. Stookey, sent me some cards to sign and the postmaster told me when I received these cards that if I signed them I would get my money. I signed them and sent them back to Lewiston believing I would get \$100 per acre, but when I went to the Indian agent or superintendent to get my money, I received \$187.50 for myself and \$200 for my wife. I was expecting to receive \$900. I do not think that I was properly protected, neither do I think that I received what I was entitled to.

I have no children. I did have a little girl who was going to school at Fort Lapwai. She was taken sick while she was there and I came and got her and took her home and she died. I always believed if she had been properly cared for while at school she would be living now. Our people do not like the treatment the doctor gives the Nez Perce children. We believe the treatment of placing them out in the porch to sleep in the cold winter nights is the cause of them taking more cold and dying. Many of our children have died either while going to school at Lapwai or from disease taken while there.

And further deponent saith not.

FRED LOTT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public*.

My commission expires January 14, 1913.

## EXHIBIT 85.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Mrs. Marth Compo, nee Martha Samuels, being duly sworn, on her oath says:

I am a Nez Perce Indian, 20 years of age. I reside at Sweetwater, Idaho. Three years ago, when Mr. O. H. Lipps was superintendent, he leased my land without the consent of myself or without the consent of my mother. No money was ever paid to me from my rental, but I purchased two horses and the Indian agent paid for the same. I did this because I could not collect the money. Two years ago I was married. Last year Mr. Sharp, the Indian superintendent, leased my land without the consent of myself or mother or my husband, for \$2.50 per acre, I am informed. When I asked him why he did this he told me that my mother gave her consent and did sign the lease. When my mother went to see him about this he told her that I had given my consent to the making of the lease. This I emphatically deny.

Last fall Mr. Sharp, the Indian superintendent, told me I could go to Lewiston and get my money. I went to Lewiston and the First National Bank gave me a check for \$122, which they said would have to be countersigned by Mr. Sharp, the Indian superintendent. When I took the check to Mr. Sharp he kept it and has since been paying me only \$25 at a payment, but he has only made two payments. There is due me now from this last year's rental \$72. I do not know if I am receiving any interest on this money. I do not know what Mr. Sharp has done with the money, whether he is keeping it in his pocket or has deposited it in some bank. I have a child to support and I have a right to this money, and I demand it.

And further deponent saith not.

Mrs. MARTH (her x mark) COMPO. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 86.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

He-yum-ka-yon-mi, being duly sworn, on her oath says:

I am a Nez Perce Indian 43 years of age; my post-office address is Lapwai, Idaho. In 1895 I was induced to make a deposit of \$1,050 in the Moscow National Bank, and a year later I deposited \$100 more. This bank failed and I lost my money. All I ever received from this deposit was \$150. I was persuaded through Indian Agent Fisher and through his interpreters to make the deposit of my money in the Moscow Bank, and this is what induced many others of the Nez Perces to make deposits there. We have since asked the Indian agent

to assist us to get our money back, but he has done nothing to help us. I was legally married to Phillip Ellenwood, who received an allotment; he afterwards got into trouble and was sent to penitentiary; while he was there he died. I claim to inherit his allotment, but allotment was awarded to his mother and father, but is now controlled by his mother since his father died. I know that the superintendent has awarded the allotments of husbands to their widows in many other cases. I do not understand why he should discriminate against me. The last time I made application to receive this land as my inheritance I was advised by Judge Grant, who is in the employ of the superintendent, that if I would pay him he would see that I was awarded this allotment. After I collected some rent money I did pay Judge Grant \$10, but I have received nothing as yet. A year later Judge Grant demanded \$20 more, and I paid that amount to him, but he has not yet done anything for me. On one occasion I was advised by the Indian agent to sell my interest in this land. I made application to sell this land, but objections were filed by other parties and nothing has come of this, and the land has not been sold. I think this case should be reviewed without prejudice to anyone.

I sold an interest in some inherited land and received \$1,000 last year. This money is on deposit at Lewiston, Idaho. I am allowed to draw \$25 per month. I am in need of about \$200 to complete my house and to buy a team, but I can not withdraw this amount, I am told, without authority from Washington. The agent has promised to get authority from Washington, but he has never done so. I believe I should be allowed to withdraw all my money and to use it as I pleased. On the strength of my rentals and money due me I purchased a hack on time. I demanded of the Indian agent money to pay this bill, but he has refused to allow me to do so and the bill still remains unpaid. They pay no attention to my demands for money no matter what I need it for or whether the money comes from my rentals or from the \$1,000 now on deposit for the sale of inherited lands.

And further deponent saith not.

HE-YUM-KA-YON-MI (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 87.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

George W. Thompson, being duly sworn, on his oath, says:

I am a hardware merchant, doing business in Lewiston, Idaho. I often extend credit to the Nez Perce Indians for farming implements and machinery and such things that are necessary for their maintenance and support. Some time ago, probably a year or more, I sold a spring wagon or hack to He-yum-ka-yon-mi, a Nez Perce woman who

assured me that she had money on deposit and money due her from rentals. After the sale was made to her I went with her to the Indian agent, where she expected to get money to pay me. The Indian agent refused to give her a check and gave me no encouragement whatever that he would assist her or allow her to pay the bill. My experience is that the Nez Perce Indians are honest and reliable and will do what they promise whenever they can. I find the Nez Perce Indians pretty much on the average with the other class of people I have to deal with; I find them fully as honest as other people, although they are not as well educated. I do not think they dissipate as much as many of the white people in this country. In the majority of cases and perhaps in all it would be far better for the Indians if they were allowed the free use of their money and the privilege of leasing their lands without supervision.

And further deponent saith not.

GEO. W. THOMPSON. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires the 14th of January, 1913.

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EXHIBIT 88.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Ip-nah-mar-wats, being first duly sworn, on her oath says:

I am a Nez Perce Indian, above 50 years of age. My post-office address is Myrtle, Idaho. My husband died and left an estate of 140 acres. When I went to the agency to settle the heirship of this allotment, James Grant, the Indian judge, an employee of the Government, and Edward Raboine, interpreter, also an employee of the Government, also told me that some parties were going to file a contest against my receiving this land, and demanded \$100 to protect my interest. I paid them the \$100, and no contest has been filed. I am collecting the rent on this allotment at the present time. I also inherited, with my sister, my father's estate. Last year we sold this estate for \$2,500. The papers were sent to Washington for approval, and in the meantime five other persons claimed an interest in the estate, who were relatives of my stepmother. The contest has not been determined. We feel that influence is being used against our interest and that justice is not being administered in our case.

And further deponent saith not.

IPNAHMAR (her x mark) WATS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires the 14th of January, 1913.

## EXHIBIT 89.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

We-yah-la-hom, being first duly sworn, on her oath says:

I am a Nez Perce Indian, about 80 years of age. I reside on Myrtle Creek, Idaho. I have an allotment which is rented for \$160 per year, and I inherited an allotment of my husband which is rented for \$60 per year. Most of the inherited allotment is grazing land. Ever since I had my allotment I have received my rentals promptly and in full until about a year ago, when the Indian agent began paying me \$15 per month. I have made a trip to Lapwai, a distance of about 9 miles, every month to get \$15. I am getting old, and I need the rental money for my support, and I lived more comfortably and was better satisfied and did much better when I received the entire rental at one time. I am living with my son-in-law and daughter. I am not able to do much work, and my rental would be sufficient to support me if I could receive it all at one time. I have been handling my own money heretofore and I am as fully competent to handle my own money now as I was in the past. I understand the superintendent claims the reason he withholds most of the moneys of our people is to keep them from gambling it away or spending it for whisky. If anything would induce them to gamble it would be the small amounts paid to them monthly. For my part, I do not gamble or do not drink, and I do not believe that any considerable number of our people do. I am sure not as great a portion as do among the white people.

And further in this matter deponent saith not.

WE-YAH-LA-HOM (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 90.

LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Lilly Red Duck, being duly sworn, on her oath says:

I am a Nez Perce Indian, 84 years of age. I reside at Myrtle, Idaho. I am one of three heirs who inherit my mother's allotment of 100 acres. When we made application to have this land sold the agent decided that there was four heirs instead of three, the fourth being a daughter of my mother's second husband who was of no blood kin of my mother. It seems that much of these erroneous decisions comes through the influence of the agency interpreter, Edward Raboine. It is commonly known to our people that a fee to Edward Raboine can influence a decision in favor of the person paying the fee. I did not pay a fee, and I believe that is the reason myself and my brother and sister was reduced one-fourth and given to the



daughter of my mother's husband, who was no relation to us. Our people say they have made complaint of this injustice to the superintendent, but have received no relief therefrom. I know of other cases similar to mine, and one in the case of my uncle, where the entire allotment was awarded to a person not entitled thereto and my uncle denied any portion thereof. This we believe was also brought about through undue influence of the interpreter.

And further deponent saith not.

LILLY (her x mark) RED DUCK. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARRE J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

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EXHIBIT 91.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Stot-Ka-i, being first duly sworn, on his oath says:

I am a Nez Perce Indian, about 88 years of age. I was present at the council and at the signing of the treaty in 1855. We were then a strong and powerful tribe of Indians and were much respected by the other tribes of the United States on account of our numbers and strength. Notwithstanding their numbers and strength, they were a peaceable people and respected and had the respect of the Government. I know that we had a large area of land prior to the signing of the treaty of 1855, and when we relinquished over 12,000,000 acres we reserved the game and fish and the use of the streams, springs, and fountains thereon. We also reserved the free use of the roads, highways; and these were the things which induced our people to sign the treaty and make the cession. I was not present at the making of the treaty of 1863, owing to the custom of our people. A portion of them at times would leave the reservation in Idaho, Washington, and Oregon and go to Montana, Wyoming, to the land they claim there and live for a while, while others who had been living in Montana would return to this part of the country to visit with their friends and kindred. At this particular time it fell to my lot for some of my people to go to Montana. When I returned from Montana I learned that in 1863 another treaty was signed and more land was sold, but that we still reserved our rights to the fish and game, the use of streams, springs, and fountains, roads and highways on the ceded land. As it was our custom to have some of our people to live at times in Montana, it was at times also our custom to have some of our people to live in Wallowa Valley, so that some one would be occupying at all times the different portions of the land we claimed. In Montana we frequently had trouble with other tribes, and a number of battles were fought there to maintain possession of the same. We claim in Montana and Wyoming about 5,000,000 acres of land and we defend our title to this land against invasion of other tribes at a cost of much blood of our people.

As far as I know, the cause of the Joseph War was the murder of one of the leading Nez Perce Indians who had a ranch fenced and some fruit trees and land in cultivation, and a white man came and intruded on the Indian's land, taking a part of his improvements, and dispute arose from this and the white man killed the Nez Perce in cold blood. The Indian was unarmed and unable to defend himself. The Indians made complaint, but the white man went unpunished. Shortly after this another Indian was killed whose name was We-lot-yah. They held a meeting over the matter. After that the daughter of the Indian said to the council and the people: "My friends, we do not wish other people or our other friends to be killed for the killing of one person, so let us drop the matter." This was requested by the daughter of the murdered man, and the case was dropped. Then there was a lot of white people came to the Indians' camps all armed, expecting trouble. I was away at the time and when I returned they reported the trouble to me, but I and an old man named Red Wold went to these white people and talked the matter over with them that we did not want any trouble or have any wars. We told them to leave us alone, as we were not bothering them; so that matter was dropped there at that time. There was trouble continually from that time until the war begun, about a year after.

Our people have always contended that Wallowa Valley was our country, and we have never given it up. From all the vast territory we once owned we have nothing left except a timber reserve and the personal allotments to all the members of our tribe that were living in 1893 or 1894. We have a good many children born since the allotments were made who have no land for their future homes.

I believe that all of our people should be authorized to handle their business the same as other citizens of the United States, without the supervision of the superintendent or anyone else, and that they should be allowed to will their property, both personal and real, or their interest in tribal funds or property in conformity to the State of Idaho.

Notwithstanding the privileges granted us in the treaty of hunting and fishing, we are now compelled to get a license before we can hunt or fish. This is expensive and not in accordance with our understanding or not in accordance with the agreements we made with the Government for the cession of our lands. We believe that we should be well paid for this great loss and that the United States Government should pay the State license of our Indians who wish to hunt and fish, in addition to a compensation to the tribe for the great loss of game and fish on the many million acres of land they were guaranteed the hunting and fishing privileges on.

And further deponent saith not.

STOT-KA-YAI (his x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 92.

LAPWAI, IDAHO, July 10, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Henry E-nah-la-lamkt, being first duly sworn, on his oath says:

I am a member of the Nez Perce Tribe of Indians. I am about 85 years of age. I was about 29 years old when the treaty of 1855 was signed. My home was in The Dalles, Oreg., at the time the treaty was signed. I was a young man, and was present at the camp or council, and while I did not take part in the making of this treaty I heard a great deal about it and have good recollections of the condition of my people and the surrounding country at the time. I remember that the territory claimed by my people covered a vast area of country and that there was abundance of game, such as deer, elk, and bear, amply sufficient for the needs of the people. There was a great abundance of salmon in the streams. There was no time that our people ever wanted for meat or fish. From this source alone we had ample provision for our food and clothing. There were a great abundance of wild herbs, which we gathered for our winter use. While the treaty did not provide to pay us for the game or fish lost by reason of the large cession made, it did provide that we should still have access to the same, and provided further that a tract of land consisting of about 6 miles square at the forks of Pisquose Wenatchepom River should be set aside for fisheries on all the ceded lands and were provided with fisheries exclusively for their use, which was the greatest inducement offered us to make this cession.

When the treaty of 1863 was made, I was living at The Dalles, Oreg., and was not present at the council, but I know that a further cession was made of our remaining lands at that time, but do not know just how much. At the time of the making of the treaty of 1863 and up to present time my people understood that the privileges granted us under the treaty of 1855 is still in force—that is, that we still have the right to hunt and fish on any of the land formerly owned by the Nez Percés. At the present time, however, if a Nez Perce wishes to hunt and fish, even near his own home, he must procure a game license before he is permitted to do so. Our people hold that this is in direct violation of their rights under the treaties and a confiscation of the principal part of the compensation they were to receive for their large cessions of land. We understand that the Shoshones, our neighbors, and other tribes to the south and east, received several hundred thousand dollars compensation for the loss of their game and fish, as well as pay for their cessions of land. I am told that our cession of land was made for a promise of less than 5 cents an acre under the treaty of 1855. The thing of the greatest interest to us at that time was the right and possession of the game and fish, and the fact that these were reserved to our people was considered as the greatest compensation for the cessions. When these rights were being taken from us and we were denied the privileges that we thought was secured to us, great dissatisfaction arose among our people. This had much to do with the trouble that arose between the Government and Joseph and his people.

While I have no personal grievances on account of money being withheld from me, I have seen enough of it to believe that it is not

fair and just to our people, and I believe that our people should be allowed to designate by will how his property should be divided after his death; not only his interest in land, but his interest in tribal funds or tribal property. Of course the laws of the State relating to dower and rights of children should be respected in the will.

And further deponent saith not.

HENRY (his x mark) E-NAH-LA-LAMKT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 93.

LAPWAI, IDAHO, *July 10, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Three Eagles, alias Three Feathers, being first duly sworn, on his oath says:

I am a full-blood Nez Perce Indian. I am over the age of 80 years. I was a young man when the treaty of 1855 was signed and was present at the signing of the treaty. I was present at council. We owned vast territories at that time, and I understood that we were ceding much the greater portion of it. Chief Joseph, sr., and my relatives objected to the cession, and especially of the Wallowa Valley, and those who agreed to the cession gave as their reasons for agreeing to the cessions that the game and fish were reserved for the Nez Percés, although a great portion of the land was ceded to the Government. I was not present at the signing of the treaty of 1863. I was not in sympathy with the making of this treaty or the former cession. After the treaty of 1863 many of our people contended that we had the right to live on our old reservation at Wallowa Valley, and many of them lived there all the time and made their homes there until one of our leading men was killed there by a white man. This was the beginning of trouble that caused the Joseph War. I understand now that the proclamation was made by the President on June 16, 1873, setting aside for our use exclusively and for our benefit about 300,000 acres of the Wallowa Valley for the roaming Nez Percés. I understood also that, on the representation that the Nez Percés did remove to and occupy this reservation, that the President revoked this order June 10, 1875, about two years thereafter. Our people must have been living on this land, however, up to the time after this order was revoked, for it was only a short time before the Joseph War when this crime was committed. If our people had known that the President had set aside part of this territory for our use, I am sure that all of that band would have returned to Wallowa Valley and taken possession of the property, but they were not notified by the Indian agent or no one else of the fact, neither by council or by message from the President, or through the Indian agent. After the Joseph War our people were removed to Oklahoma and the Government purchased for us from the Cherokees 90,710.89 acres. We lived

on this land about five years, but was very much dissatisfied, and continually protested against living there and requested our return to Wallowa Valley. We finally ceded our lands in Oklahoma to the Government, with the understanding that the Government would remove us to our old home in the north. Instead of doing so, the Government located a portion of our people in the Colville Agency and a portion of them in Idaho. I was living with these people in the Indian Territory, now Oklahoma, and paid my own way back to the north two years before the main body were removed. Our people hold that we have not got the proper compensation for the Wallowa Valley land, or if we were to have the Oklahoma lands in lieu thereof that we should either be paid full for the Oklahoma lands or get what we were promised in exchange—that is, the 300,000 acres of the Wallowa Valley. While it is true that the Government paid the expenses of some of our people to return to the north, nevertheless they left more property and improvements in Oklahoma than the cost of this removal amounted to. Besides this, the compulsory moving about of our people reduced their numbers about 175.

And further deponent saith not.

THREE (his x mark) EAGLES. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 94.

LAPWAI, NEZ PERCE COUNTY, IDAHO,

*July 7, 1911.*

Noah Bredell, of lawful age, being duly sworn, on his oath says:

I am a Nez Perce Indian and the chairman of the Nez Perce Indian council. I am 53 years of age; my post-office address is Spalding, Idaho. I personally know all of my people. The great majority are sober, industrious, and good citizens, and worthy of the same consideration as the best class of other citizens. Our people feel that they have not had the proper consideration at the hands of the Government and its officers as is due them. In June, 1911, we petitioned to the Commissioner of Indian Affairs, copies of which I attach hereto. In addition to the complaint set forth in this petition, we believe that there is due us from the United States Government money and equity under the treaties of 1855 and 1863 and other treaties and laws.

We believe the 110 allotments that have been canceled within the Nez Perce Reservation belong to our people, or the proceeds from the sale thereof should be paid to us. We believe that we should be repaid the following sums under the agreement of May 1, 1893:

To Langford heirs.....	\$20,000.00
To 2 sawmills.....	3,360.66
To surveyor.....	3,000.00
Total.....	26,360.60

We believe that the land now occupied by the Indian *superintendent*—several hundred acres—and the buildings thereon belong to our people and that an industrial school should be established there for the benefit of our people, under the equal supervision of our people and the United States Government.

We believe that a semiannual accounting should be made to our people, showing every transaction between us and the Government in all relations between us. We believe that the 5,500 acres on Webb Ridge was reserved for additional allotments, and when sold two years ago was sold in violation of our rights. We made a request, through our delegate, to have an Indian inspector sent to us to hear our complaints, and our request has not been granted.

We believe that all the game and fish on our land belong to us and we think we should be compensated for the loss of the same as other tribes have been. If we had not believed the game and fish would continue to belong to us, we would not have sold any land to the Government. The Government should assist us in establishing a game and fish preserve on our timber reservation for the use of our people, free from the control of the State. We believe that our timber reservation should be governed under the equal control of our people and the Government, but for the free and exclusive use of the Nez Perce Indians. We believe that no part of our lands or tribal property should be sold without our consent.

I have good improvements, stock, machinery, etc., as shown by the records of the Indian agent; I am a citizen and voter, and am classed as competent, but I know that many of my people classed as incompetent are fully competent and should be allowed to manage their own affairs. Our people are subject to the laws of the State and should have same protection as other citizens and the same liberties.

And further deponent saith not.

NOAH BREDELL. [SEAL.]

Witness:

STARR J. MAXWELL.

HOMER ALLEN.

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 7th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

LAPWAI, IDAHO, *January* —, 1911.

To the honorable COMMISSIONER OF INDIAN AFFAIRS,

*Washington, D. C.*

DEAR SIR: We, the undersigned members of the council of the Nez Perce Tribe of Indians, as well as the individual members and allottees of said tribe of Indians, individually residing on the Nez Perce Indian Reservation, respectfully represent to you for your consideration the following facts, and solicit your intervention to alleviate conditions under which we are now and have been laboring and suffering for some time past:

That early in the year 1910, upon the recommendation of O. H. Lipps, general superintendent of Indian agencies in the Northwest,

nine men members of the Nez Perce Tribe of Indians were appointed and selected by the Commissioner of Indian Affairs, and that after their selection and appointment they, in the month of July, 1910, met and proceeded to classify the Nez Perce Tribe of Indians according to their intelligence and ability to transact their own business affairs into three classes. Under this classification so made class No. 1 were recommended to the department as being qualified to transact their own business affairs and make their own leases outside of the Nez Perce Indian Agency and draw their annual rental moneys in toto.

Class 2, as classified by these men, were and are compelled to make all leases through the agency at Lapwai, Idaho, and in case they desire to draw any part of their annual rentals are compelled by the agency to show good and meritorious cause therefor, and are further compelled to secure from your department an order for each payment of money so received, and unless good cause is shown they can draw no part of their rentals.

Class 3 as classified are compelled to rent their lands through the agency at Lapwai, Idaho, and can draw from their rentals only such paltry sums as the agent in charge may see fit to allow them.

As against this classification so made the undersigned desire to complain and object for the following reasons:

First. Said nine men were not selected in the first place by the council of the tribe or the members thereof, and do not fairly represent the able and most intelligent men of the tribe.

Second. That said nine members of said tribe so selected to classify said tribe of Indians did not act fairly or intelligently in making said classification, but allowed their personal friendship and enmity toward many members of the tribe to predominate in making the said classifications, placing at their personal whim and caprice many members of the tribe qualified to be in the first and second class in the third class, and vice versa.

Third. That a majority of the nine men making said classification were either ministers of the gospel or elders in the church, and for that reason discriminated unfairly toward members of the church as against Indians who were not members of the church.

In many well-known instances capable of ample proof these nine men sent for individual members of the tribe and stated to them that if they would join the church they would be classified as members of the first class of Indians, but otherwise they would be classified as second or third class.

Your petitioners respectfully ask that the Nez Perce tribe be allowed to select from their own ranks a new classifying board of any number of men that may be indicated by your department, and that the tribe be again classified on a basis of fairness to all members of the tribe.

We further recommend and request a modification of the rules of your department relative to the present classification of the members of the tribe.

Class No. 1 should be allowed to draw their entire annual rentals, make leases outside agency, and draw all moneys arising from sale of heirship lands.

Class No. 2 should be allowed to draw all their annual rentals, but should be compelled to lease through the agency at Lapwai, Idaho,

and should be allowed to draw portions of moneys arising from sales of heirship lands subject to the supervision of the Indian agent.

Class No. 3 should be allowed to draw from any of their funds so much each month under the supervision of the agency and be allowed moneys to pay their debts on proper showing made by themselves or their creditors.

Your petitioners most solemnly protest against the sale of the following tract of land reserved by the Nez Perce tribe from sale in the agreement made and entered into between the Nez Perce tribe of Indians, through their principal men, and Robert Schlesher, James F. Allen, and Cyrus Beede, on the part of the United States, under date of May 1, 1893. In Article II of that agreement it was provided in part as follows: That the following-described tract of land was excepted and reserved for the common use of the tribe: "Also that there shall be reserved from said cession the land described as follows: Commencing at a point at the margin of Clearwater River, on the south side thereof, which is 300 yards below where the middle thread of Lapwai Creek empties into said river; run thence up the margin of said Clearwater River at low-water mark 900 yards to a point; run thence south 250 yards to a point; thence southwesterly in a line to the southeast corner of a stone building, partly finished as a church; thence west 300 yards to a point; thence from said point northerly in a straight line to the point of beginning," etc.

This tract of land has been sold by the Government in direct violation of this treaty agreement, and no part of the moneys arising from said sale paid to the Nez Perce Tribe.

We further protest against Indian children at the Government schools at Fort Lapwai, Idaho, being compelled to pay fees for musical instruction, said Indian students now desiring to avail themselves of the study of music being compelled to pay extra for said course of study.

We further represent that approximately 50 per cent of the lands held in severalty by this tribe are held by widows and orphans, who are almost wholly incapable, incompetent, and incapacitated from doing or performing manual labor in cultivation or improvement of their own or heirship allotments to which they are entitled, and further they have few, if any, farming implements, machinery, or live stock with which to farm the same; many of our tribe are sick, old, and infirm, and on behalf of all these persons we solicit a relaxation of the rules of your department relative to the payment of rentals or other moneys due them or in the hands of the agency or the local banks; many of these people have contracted and owe debts and are being besieged by their creditors for payment, and because of the rigid enforcement of these rules they are unable to pay their debts and owing to that fact often can secure no credit and many of them can not purchase from the local merchants the necessaries of life; this is especially of classes Nos. 2 and 3 of Nez Perce Indians as classified under the present classification, whether they be orphans, widows, or other individuals.

The undersigned petitioners and members of the Nez Perce Tribe, reposing great faith and confidence in Silas D. Whitman, one of the educated men of our tribe, and by whom we are sending this petition in person to the department at Washington, D. C., respectfully solicit on his and our behalf a careful consideration of the matters herein



presented, as well as any other matter touching the welfare and interest of our tribe that he may present to you for consideration.<sup>1</sup>

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EXHIBIT 95.

LAPWAI, IDAHO, *July 15, 1911*

STATE OF IDAHO, *County of Nez Perce, ss:*

Maggie Williams, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 51 years of age. My post-office address is Genesee, Idaho.

When Martha Allen taken sick in May, 1908, I went to her house and took care of her and took care of her from the 24th day of May until the 20th day of August. Martha Allen made a will, which was filed with the probate judge on August 22, 1908. I am attaching to my affidavit a copy of this will. I also have a letter from O. H. Lipps, superintendent at Lapwai, which letter is dated January 30, 1909. A copy of this letter I am also attaching to this affidavit as an exhibit. I also have an affidavit signed by W. H. Ehlen, M. D., showing services that I rendered and that the value of these services was at least \$3 per day. I have also a copy of the claim that I filed with the probate court, amounting to \$270, a copy of which claim I am attaching to this affidavit as an exhibit. I have not gotten the proper assistance from the superintendent's office regarding my claims, and I want this matter attended to at once.

About 15 years ago an aunt of mine died and left an allotment. I was an heir to this allotment. She had a husband, who died a short time afterwards. They left no children, but parties claim that her husband made a will and willed my aunt's land to Mrs. Stranahan, who was the wife of one of our Indian agents. I have tried to get this case tried and reopened and my rights awarded to me, but I have been unable to have anything done about it.

And further deponent saith not.

MAGGIE (her x mark) WILLIAMS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 96.

[Subject: Status of allotment No. 5.]

NEZ PERCE AGENCY, LAPWAI, IDAHO,  
*January 30, 1909.*

Mr. CLAY McNAMEE,  
*Attorney, Lewiston, Idaho.*

DEAR SIR: I have your letter of the 29th instant. Our records show that Mrs. Eliza McWilliams was allotted SW.  $\frac{1}{4}$  NE.  $\frac{1}{4}$ ; NW.  $\frac{1}{4}$  SE.  $\frac{1}{4}$ , sec. 24-37-4 W., and is known as No. 5. She died on or about April

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<sup>1</sup> Signatures not printed.

7, 1891, a short after her allotment was made to her, and for a while Maud Simpson Smith was recognized by the department as the sole heir.

The matter was taken into the State court at the time they were recognized by the department in rendering decisions in such matters and the district court decided in favor of the wife of Martha Williams, of Genesee, and since that time she has been recognized as the sole heir. Since coming here, I have taken the matter up with the department, and they stated that they did not care to interfere with the decision of the court in the matter unless it was shown that there was something irregular about it.

We have no record of this land being rented through this office, as the heir has conducted the farming on it herself.

Very respectfully,

O. H. LIPPS,  
*Superintendent and S. D. A.*

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EXHIBIT 97.

In the name of God, amen:

I, Martha Allen, of Nez Perce County, of the State of Idaho, of the age of 48 years, and being of sound and disposing mind and memory, and not acting under duress, menace, fraud, or undue influence of any person whatever, do make, publish, and declare this my last will and testament in manner following, that is to say:

First. I direct to be given to (Sofa Kumwyocca and another half sister) my two half sisters \$100 each, the amount to be paid them from my rent money this fall of the year 1906.

Secondly. I give to my second cousin, I-le-tw-kulicut, my gray horse.

Thirdly. I give to Mrs. Fistow my sorrel horse.

Fourthly. I give to Bessie Grosclose my sewing machine.

Fifthly. I give to Mrs. Maggie Williams my rocking chair.

Sixthly. I give and bequeath to Mrs. Maggie Williams and to her heirs and assigns my land of the following description (on next page): One hundred acres of land described in patent in the name of Ip-wah-toh-mow-te-kar-tsat or Martha Allen, an Indian of the Nez Perce Reservation.

The south half of the southeast quarter of the northwest quarter and the east half of the southwest quarter of section 36, in township 37 north, of range 3 west of Boise meridian in Idaho, containing 100 acres.

The above-mentioned land I give and bequeath to Mrs. Maggie Williams and her heirs and assigns forever.

Seventhly. I give to Mrs. Maggie Williams my 2-year-old red cow.

Lastly. I hereby nominate and appoint A. L. Grosclose, of Nez Perce County and of the State of Idaho, the executor of this my last will and testament, and hereby revoke all former wills by me made.

In witness whereof I have hereunto set my hand and seal this the 27th day of June, in the year of our Lord 1908.

MARTHA ALLEN. [SEAL.]

The foregoing instrument, consisting of two pages besides this, at date hereof by said Martha Allen (Indian) signed and sealed and published as and declared to be her last will and testament in presence of us who at her request and in her presence and in the presence of each other have subscribed our names as witnesses thereto. Mrs. Maggie Williams acted as interpreter for the above-mentioned Martha Allen and the foregoing will was written by A. L. Groseclose.

In witness whereof we sign our names.

A. L. GROSECLOSE.  
 JESSE J. NEEL.  
 VIRGINIA L. NEEL.  
 MAGGIE WILLIAMS.  
 BESSIE M. GROSECLOSE.

STATE OF IDAHO, *County of Nez Perce, ss:*

I, Daniel Needham, judge and ex officio clerk of the probate court in and for Nez Perce County, State of Idaho, do hereby certify that the annexed is a true and correct copy of the original will of Martha Allen in the matter of the estate of Martha, deceased, on file in this office.

Witness my hand this 12th day of July, 1911.

DANIEL NEEDHAM, *Probate Judge.*

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EXHIBIT 98.

STATE OF IDAHO, *County of Latah, ss:*

W. H. Ehlen, being first duly sworn according to law, deposes and says that he was the attending physician for Mrs. Martha Allen, an Indian woman, who was suffering from cancer, and that Mrs. Maggie Williams was her nurse from May 24, 1908, to August 20, 1908, when she died; that the said Maggie Williams took all the care of the patient, giving her medicine and caring for her alone without any help, and that she was a faithful nurse and competent in every particular, and that her services as nurse were well worth the sum of \$3 per day; that she took the entire care and control of the patient, waiting on her night and day, putting in her entire time.

W. H. EHLLEN, M. D.

Subscribed and sworn to before me this 18th day of January, 1910.

[SEAL.]

C. F. BURR, *Notary Public.*

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EXHIBIT 99.

In the probate court of the county of Nez Perce, State of Idaho.

In the matter of the estate of Martha Allen, deceased. Creditor's claim.

The undersigned, a creditor of Martha Allen, deceased, presents her claim against the estate of said deceased, with the necessary vouchers, for approval, as follows, to wit:

Estate of Martha Allen, deceased, to Maggie Williams, debtor: Nursing and caring for deceased, Martha Allen, from May 24 to date of her death, in August, 1908, at \$3 per day, \$270.

STATE OF IDAHO, *County of Nez Perce, ss:*

I, T. O. Hanlon, judge and ex officio of the probate court in and for Nez Perce County, State of Idaho, do hereby certify that the annexed is a true and correct copy of the original creditor's claim filed by Maggie Williams in the matter of the estate of Martha Allen, deceased, on file in this office.

Witness my hand this 29th day of July, 1909.

T. O. HANLON.

NOTE.—Cash residue on hand at settlement of estate, \$13.27, which amount was paid to claimant, leaving a balance still due of \$256.73.

T. O. HANLON, *Probate Judge.*

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EXHIBIT 100.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

We Chesedah, being first duly sworn, on her oath says:

I am 80 years of age. My post-office address is Webb Ridge, Idaho.

Since I have been allotted, I have rented my allotment for many years and received my rent money freely until two years ago the Indian agent allowed me to withdraw small sums of \$25 per month; not any more. I am needing money and want to live happier than I am to-day; so I ask for protection of my rights.

And further deponent saith not.

WE (her x mark) CHESESAH. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL, *Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 101.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Lee A. Strickfideo, being first duly sworn, on his oath deposes and says:

I am of lawful age. My post-office address is Lapwai, Idaho. I am the cashier of the Fort Lapwai State Bank. I have been living here two years, and have been in various parts of the Nez Perce Reservation for about 11 years. I am acquainted with a great many of the Nez Perce Indians. I believe they will average up with other people in this country in the handling and saving of their money. I think they could do much better for themselves if allowed to handle all their rents and the money that comes from the sales of heirship lands. They could get more interest than they are now receiving if they made the deposits themselves. The bank of which I am cashier would be willing to pay them 5 per cent interest for deposits, or we would act as trustees for them in placing their loans on first-

class mortgages at 8 and 10 per cent, and we would do this for the customary charges of placing the money—one-half of 1 per cent, and the recording and notary fees, and the cost of abstract.

And further deponent saith not.

LEE A. STRICKFADEO. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 102.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Alice Laurance being first duly sworn, on her oath says:

I am a Nez Perce Indian, 36 years of age. My post-office address is Lapwai, Idaho.

During the payment in the year of 1895 I received my payment of \$305 and was then induced to deposit my money in the bank at Moscow, Idaho. I deposited \$200 in this bank. Soon after the bank failed. Some time after I received \$38 from the banker; since then I have been unable to recover the rest of my money; therefore, I ask the Government to assist me in this, that I may recover the rest of my money.

Some years ago my mother died, leaving me, as a daughter, and three half brothers. Two of my half brothers died some time after, leaving an allotment and my mother's allotment. The Indian agent in charge then distributed the proceeds of the rents only to living half brother and to one Umatilla Indian, who is half brother by father to my half brother. I and my other brother have been left out from all the rents and now if these two half brothers can inherit my mother's estate according to Idaho laws, I and my brother, Osias Laurance, have a right to inherit equally as the rest of the heirs; therefore I ask for protection from the Government; the Indian agent and other officers would not do it, so I ask the Government. My living half brother is now over 21 years of age and able to handle all his money derived from the allotments and able to buy and to build his own home, but now is unable to do so, as he is allowed to draw a small sum of money, the sum of \$10 a month, enough for his provision, and that is all. He is unable to buy team and wagon, harness, and other things that is useful. I again ask for rights for my brother.

And further deponent saith not.

ALICE (her x mark) LAURANCE. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911,

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 103.

LAPWAI, IDAHO, *July 13, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Took-ta-nah being first duly sworn, on her oath says:

I am a Nez Perce Indian, 70 years of age. My post-office address is Slickpoo, Idaho.

In 1895 I was induced by the Indian agent to deposit \$300 in a bank at Moscow, Idaho; a short time after this the bank failed. I received no portion of this money, although I understand that some of the people who made deposits did receive a part of their money.

And further deponent saith not.

TOOK-TA-NAH (her x mark) [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 104.

LAPWAI, IDAHO, *July 14, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

You-hoy-ta-mut-Kickt, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 50 years of age. My post-office address is Webb Ridge, Idaho. I have no grievance myself at present, as I receive all my rent money each fall. During the allotment I had two children, one boy and one girl; both of my children were allotted. My daughter went by the name of Mary Petel-won-na-nickt and was so named in the allotment record. Some time after one grown Nez Perce woman was allotted also, and went by the same name; some Indian agent then some time after believed that this grown woman, Mary Petel-won-na-nickt, was my daughter on the strength of the two names being alike. The Indian agent canceled my daughter's allotment. I made many complaints but received no protection. Some years after my daughter died, Mary Petel-won-na-nickt. The grown woman Mary Petel-won-na-nickt is still living and has an allotment. I now ask the Government for protection and for assistance to recover my daughter's allotment.

And further deponent saith not.

YOU-HOY-TA-MUT-KICKT (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 105.

LAPWAI, IDAHO, July 13, 1911.

STATE OF IDAHO, *County of Nez Perce*, ss:

Mit-Me-We-Kar-Sot, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 70 years of age. My post-office address is Slickpoo, Idaho.

In 1895 at the payment I was induced by the agent, Mr. Fisher, to deposit \$300 in the bank at Moscow, Idaho. A short time after the bank failed, and I received no portion of it whatever.

Before the \$200 payment was made in 1896 an aunt of mine died who was entitled to draw \$200; my brothers and sisters received their portion of this money, but I have not received my part, although I have tried to get it several times. I have been advised that my portion of the money was returned to Washington. I desire to have this paid to me without further delay and without expense, with interest thereon.

And further deponent saith not.

MIT ME WE KAR SOT (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 106.

LAPWAI, IDAHO, July 14, 1911.

STATE OF IDAHO, *County of Nez Perce*, ss:

Jane E-yah-we-ton-my, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 80 years of age. My address is Webb Ridge, Idaho.

I and my husband had a daughter who was married and had two children living. Our daughter was absent during the winter of 1895 when the payment was made to the Nez Perces. I demanded the payment for my two grandchildren, as I had them in my charge. The three \$28 checks were returned to Washington, D. C., I was told by the Indian agent, and have not been able to recover them or the money for my grandchildren. One of the grandchildren is now dead, but one is still living.

Last fall my renter deposited my money due me from my allotment to the agency office; I applied for the money at once, but the Indian agent refused me my money, but paid me small sums of \$25, and has been paying me that way for eight months. My rent is soon due me again from my allotment and will again be placed in the hands of the Indian agent, and I fear that I will be treated in the same way again. I now demand all of my money due me now. I feel that I can make much better use of my money if I be allowed to draw all my money,

therefore I ask the Government to adjust and allow me freedom as well as other citizens.

And further deponent saith not.

JANE (her x mark) E-YAH-WE-TON-MY. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 107.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Pile of Clouds, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 64 years of age. My post-office address is Lapwai, Idaho.

I am a member of the committee of the council. I have no personal grievances, but I am in position to see the mistreatment of my people. Many of them are deprived of the use of their money, which comes from the rents of lands and the sale of their heirship lands. These people are competent to handle the money without restrictions, and can make far better use of it if they are allowed to get it all at one time, or deposit it so that they can withdraw such sums as they want any time.

During the allotment some of our people were left out from receiving allotments. The Nez Perce Council decided that these Indians should be allotted on our tribal timber reserve. The tribe, with full understanding and agreement, submitted the question to the department for approval, which some time after the department approved the same. The Indian agent in charge somehow prevented this move, and last year some of the unallotted men were compelled to go to the Colville Reservation to take up allotments there. Some are still in this reservation yet, but wishing to take up allotments here on the timber reserve. We still have willing minds to allow our friends to take allotments on our reservation, therefore, I ask the Government to allow me to allot my people as soon as possible.

I further complain about the right-of-way money that has been expended by the Indian Office and the Indian agent in charge, with the consent of the tribe. I ask the Government to assist me in this, to recover all my money that has been expended as my tribal money.

And further deponent saith not.

PILE OF CLOUDS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.



## EXHIBIT 108.

LAPWAI, IDAHO, July 14, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Lillie Viles, being first duly sworn, on her oath says:

I am a Nez Perce Indian, about 78 years of age. My post-office address is Genesee, Idaho.

Two years ago I sold a portion of my allotment<sup>1</sup> for \$1,050. The money was deposited by the superintendent, and I received no part of this money until May, 1911, when I received \$20 as the first payment. I have drawn \$20 a month ever since that time, except two months which I have missed. I made application for a larger payment, as much as I wanted to buy lumber and build a home, but my requests have been denied. I am getting very old and I need this money now, and at the rate it is paid to me it will take over three years from this time for me to receive the rest of the money. This I consider a great imposition imposed upon us; and I feel that my money is being held without any right and without any authority. I do not know whether I am receiving any interest on this money or not.

And further in this matter deponent saith not.

LILLIE (her x mark) VILES. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 109.

LAPWAI, IDAHO, July 14, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Te-ta-pil-ma, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past 70 years of age. My post-office address is Spalding, Idaho. I was with Joseph's people in the Indian Territory and returned with them in 1885. When the allotments were being made I was refused an allotment and was told by James Stuart, surveyor, and Edward Raboine, interpreter, and Indian Agent Fisher that I would have to pay \$100 to receive an allotment. I paid this money and was placed on the rolls and received an allotment.

And further deponent saith not.

TE-TA-PIL-MA (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

Notary Public.

My commission expires January 14, 1913.

<sup>1</sup> Sold my allotment three years ago, first drawn 1810. As a first payment renter paid \$100 and that was not paid to me, but deposited this money with the other money.

**EXHIBIT 110.**LAPWAI, IDAHO, *July 10, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Amelia Stevens, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 44 years of age. I am a married woman. I have three children living. I had two other children who were living when the allotments were being made from 1891 to 1893; one was about 3 years old and one was about 1 year old at that time. For some reason they were left off the allotment roll and no allotments were made to them. When I complained to the agent, he said that he would have to send their names to Washington and have them approved. I have never heard what became of this case; I do not know whether the agent attended to it or not. Only one of my children living has an allotment; two of them have none. I receive my own rentals. I am classified in grade one.

And further deponent saith not.

AMELIA (her x mark) STEVENS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 10th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

I did not receive the \$300 payments for my two children.

AMELIA (her x mark) STEVENS.

RALPH E. ARMSTRONG.

**EXHIBIT 111.**LAPWAI, IDAHO, *July 14, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Minnie Davis, being first duly sworn, on her oath says:

I am 40 years of age. My post-office address is Myrtle, Idaho. Sometime ago my husband died and left an allotment, to which I fell heir with my three children and other two children which my husband had by a former marriage. One of my children died sometime after. Three years ago my husband's estate was advertised for sale without my consent and the land was sold. The proceeds of the land were never known to me, but was compelled to sign some papers without any explanation given me, until last year I was told by the agent that there was \$400 coming to me, and I demanded for all the money, but was refused, but was allowed to withdraw \$25 per month. I am greatly in need of my money, as I have children to support; therefore I ask protection for my rights. I have a daughter living who was old enough to take an allotment, but somehow was refused, and at the same time other children of the

same age took up allotments, but she was refused. I ask protection and an explanation.

And further deponent saith not.

MINNIE (her x mark) DAVIS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 112.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Im-nee-wo-ton-my, being first duly sworn, on her oath says:

I am 88 years of age. I am a full-blood Nez Perce Indian. My post-office address is Lapwai, Idaho.

I remember quite distinctly the condition of our people before the signing of the treaty of 1863. Our people were much better contented than they are now. They had more freedom; could go and come when they pleased; could get all the game they wanted, all the skins they wanted for ropes and clothing; the streams were full of salmon, we could catch all they wanted and dry them for our supplies; and we were not hampered and molested as we are now.

When I was a girl about 18 years of age I got married. We had stronger and healthier people, more children, and healthier children. Our people were happier; lived in villages near each other, but roamed at will from place to place and from time to time. Now we have many grievances, our people are not as healthy, and we have few children, compared to the number of grown people.

I and my husband received allotments. I received 80 acres, my husband received 80 acres, 25 acres are located at Lapwai and 55 acres located at Meadow Creek. Nine years ago a white man took possession of my husband's allotment—the 55 acres. We have made many complaints to the Indian agent for protection, but have had no protection, have received no proceeds of the estate, and I feel that the Government should assist me in my case. In the year 1909 I sold an heirship allotment, which I inherited from my son. The proceeds from this sale brought me \$1,400. Last year I applied for this money to the Indian agent, but was refused and was allowed to draw \$15 per month. Some time after I was allowed to draw \$300 to build me a house, and also \$100 was allowed me to buy a lot. If I could be allowed to draw all this money, I could make much better use of my money, and buy much cheaper anything that I may purchase. Therefore, I ask the Government to assist me that I may receive all my money; have freedom; same liberty as any other citizen.

And further deponent saith not.

IM-NEE-WO-TON-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 113.

LAPWAI, IDAHO, July 14, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Mary Maxwell, being first duly sworn, on her oath says:

I am a full-blood Nez Perce Indian, 38 years of age. My post-office address is Lapwai, Idaho.

About four years ago I and my brother sold an heir-ship estate from my brother who is deceased. My interest in this estate was \$2,000. This money I was allowed to draw at the rate of \$25 per month in cash. I was also allowed to pay for team and some other things that I bought which would have cost me much less money if I had had the cash when I purchased them. I had fee patent to my own allotment which I sold. I inherited with my brother, my father, and another brother estate. I also have an estate from my husband, which has been sold, and one-half of the proceeds was awarded to me and one-half of the proceeds was awarded to relatives of my deceased husband, contrary to the laws of Idaho. The interest I was given in this estate was \$1,400, which has been paid to me at the rate of \$25 per month. I and my brother would like to sell our inherited land from father and brother; but we do not want to sell if the money is to be paid to us in small monthly payments, and I believe we could get much more money if we could make the sale ourselves or be allowed to postpone the sale or to reject all bids if we don't think we are offered enough for the land.

I did not get any part of my mother's estate. Before my mother died she married a white man, and he was awarded by the superintendent the entire allotment of my mother; my brother and myself received nothing.

And further deponent saith not.

MARY MAXWELL. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 114.

LAPWAI, IDAHO, July 12, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Peter Mox Mox, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 78 years of age. My post-office address is Juliaetta, Idaho. About four years ago I sold my inherited land and was notified that the highest bid was \$3,600 on the land. I signed an approval of the sale. When the papers were returned from the department I was notified there was placed to my credit \$3,060, instead of \$3,600. I insisted that I approved of the sale for \$3,600, and I had a dispute with the agent or superintendent in charge ever since. The superintendent has allowed me to withdraw from the deposit \$660 to pay for horses, mowing machine, two sets

of harness, one wagon, and one hack. The superintendent has held that I should only draw \$20 a month, but often I would not come for two months or three months, and when I demanded for my allowance for the time that I did not draw my money, the superintendent refused to pay me anything that would be due me for the months that I did not draw, and but only pay me \$20 at one time.

Two years after this money was deposited and after I had drawn \$660 for horses, wagon, and machinery, I was notified that I had only \$70 left to my credit. I could not understand how this was. There would have been left to my credit \$2,400 when I began drawing \$20 a month. At that rate it would have taken 120 months, or 10 years to draw all of my money. Only 24 months has passed and I had missed several months and still the superintendent in charge claims that I had \$70 left. In utter disgust I called for the money but it was not paid to me. I demanded an account and the return of the checks, so that I might know what has become of my money. I also wanted to know how much interest I received.

I have money coming to me from the rentals of my land and the land I inherited from my brother. I do not know how much money I have on these, for the superintendent has never rendered me any account.

And further in this matter deponent saith not.

PETER (his x mark) MOX MOX. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 115.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

David Scott, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 58 years of age. My post-office address is Lenore, Idaho.

In the year of 1895, when I drew my payment, George Moses, who was employed at the agency, persuaded me to deposit \$800 in the bank at Moscow, Idaho. Soon after I deposited the money the bank failed. I collected \$205.15, but have received no part of the balance.

On one of my heir-ship allotments, one of my children's allotments, there has been a public road built through and I brought this matter before the agent several different times, and before the other agents but none of them ever assisted me or done anything about it. I would like for this matter to be looked into. I never signed any contract or agreement to allow this road to go through there, and never received any compensation for same.

A party by the name of Edward Hollingwoth, who lives close to me, while I was absent from my place, laid pipes from my spring, and run the water on to his place; he has a hydrant at his barn and another one at his house. I called on the agent regarding this matter

and he has never assisted me any about it. He told me, however, that he had taken the matter up with the Government and would let me know what would be done, but he has never done anything about it as yet.

And further deponent saith not.

DAVID SCOTT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

EXHIBIT 116.

LAPWAI, IDAHO, *July 12, 1911.*

STATE OF IDAHO, *County of Nez Perce*, ss:

Chee, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past the age of 70 years. My post-office address is Spalding, Idaho. My mother died last October, 1910, and she made a will before she died leaving her estate to me and my brother. This will was filed with the superintendent, at the agency, but I have heard nothing from the estate or the decision of the department in regard to the matter up to this time. My former husband, Peo Peo Tahlikt, deposited my money and the money belonging to my children in the national bank at Moscow, and after the bank at Moscow failed we separated. He received a part of this money after the failure of the bank, but has made no settlement with me or my children. I had the custody of the children. One is still living and two are dead. I have tried to get assistance to get my money from both the parties interested in the bank and from Peo Peo Tahlikt, as to the proportion that belonged to me and my children that he put in the bank, but I received no part of the deposit up to this time. I always supported my children without the assistance of anyone.

About 14 years after I received my allotment a road was cut through the best part of my land. I protested against this to the Indian agent, and have many times asked his assistance, but I have never received any pay or any encouragement from the Indian agent.

In the Joseph War my family lost about 1,000 head of horses, and we have never received anything for those losses; and we also lost about 200 head of cattle, and the improvements on our ranch. These depredations were committed by white people after we were compelled to move into Lapwai.

I have some rent money on deposit or in the hands of the superintendent, but I have not received any money since last fall, although I have made many demands for the same.

And further deponent saith not.

CHEE (her x mark.) [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission will expire January 14, 1913.

## EXHIBIT 117.

LAPWAI, IDAHO, July 12, 1911.

STATE OF IDAHO, *County of Nez Perce, ss:*

Hattie Davis, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 24 years of age. I reside at Lapwai, Idaho. I have an allotment of which I have 40 acres left, having previously sold 40 acres. I also hold 80 acres of heirship land near Genesee, Idaho. For the 40-acre tract I received \$1,200 and for the 80 acres I received \$4,100. The \$1,200 has been paid to me; the \$4,100 has not been paid to me, but it has been paid to the superintendent, and no part has been turned over to me. My name is Hattie Rogers now since I was married.

I purchased a hall in Lapwai, which I rent for entertainments and public meetings, and I also purchased a house and lot where I live. I rent the 40 acres remaining of my allotment, which brings me \$75 per year. Before I had drawn all the \$1,200 on deposit the agent allowed me to withdraw \$15 per month, but he allowed me to pay for the hall in Lapwai and the house and lot out of this money. I tried to withdraw the money in cash, but the agent would not allow me to do so, but he did allow me to invest it in property here in Lapwai. I did not want to live here, as my husband had an opportunity to go to Portland, Oreg., where he could get \$5 a day in the shops repairing engines. My husband is a mechanic. I am not allowed to sell the hall or the residence here in Lapwai without the supervision or approval of the superintendent. This seems to be a great injustice. I am educated, can read and write, and went as far as the fifth grade in school at Fort Lapwai. I feel that with the assistance of my husband I am able and competent to manage my own affairs. I desire to have the \$4,100 due me from the sale of my inherited land paid over to me direct or deposited in some national bank subject to my check, without the supervision of anyone else. If I wished to loan this money, I want to be able to loan it out to the best advantage and have the most interest it will bring. I can loan money on first mortgages as security right here in this town for 10 per cent, or I can loan money on good farms or land as good security for 12 per cent interest. If the money is placed in the bank at Lewiston, under the supervision of the superintendent, I will get 3½ per cent or 4 per cent interest, and I will receive no interest for the first two or three months.

And further deponent saith not.

Mrs. HATTIE D. ROGERS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 118.

LAPWAI, IDAHO, *July 11, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

David Penny, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 22 years of age. My post-office address is Webb, Idaho. I sold some heirship land for \$1,755; this money was deposited in the bank by the Indian superintendent, who allows me to withdraw \$25 per month. I withdrew from the bank \$420 at one time to purchase a team, and I have withdrawn \$25 per month on four occasions. I went to school, and have a fair education. I work my own allotment and I am self-supporting, and I feel that I should be allowed to withdraw all my money and invest it as I like to, to the best advantage to myself.

DAVID PENNY. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 11th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 119.

LAPWAI, IDAHO, *July 12, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Mary Thomas, upon her oath, swears that she is a one-half Nez Perce and one-half Umatilla Indian, past the age of 60 years. My residence is in the Umatilla Reservation, Oreg. I was married to a Nez Perce Indian in accordance with the law. I had a girl from this marriage. Her father died. My daughter received an allotment in the Nez Perce Reservation and died before the first payment was made. I was entitled to receive the first payment of \$305, but I did not receive the money, and should be paid the sum of \$305 with interest. I received the trust patent for my child's allotment and have it in my possession now. The land was sold for \$1,400 while Stranahan was agent. While I was at the Umatilla Agency I was told by the agent that I had money at Spalding, and could buy a team if I wanted to. I bought two teams, one for \$200 and one for \$300, and that was all I received, excepting cash, \$19, and there should be due me \$881 and interest. I also had several hundred dollars due me from rent that came due before I sold the land, and I bought a wagon and buggy, expecting to pay for them from the rent, but I learned that they were charged to the money from the sale of the land, and I never got the rent money, which should amount to several hundred dollars. I want an accounting of my rent and land sales. I never understood that I consented to the sale of the land, and did not know that it was sold. For a long time I thought I was getting my money from the rents. Yesterday I called at the office of the agent and asked how much money I had, and James



Grant told me that I had \$350 coming to me, but did not know where it was.

And further deponent saith not.

MARY (her x mark) THOMAS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 120.

LAPWAI, IDAHO, *July 12, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Tol-yaulkt, being first duly sworn, on her oath says:

I am a Nez Perce Indian past the age of 60 years. My post-office address is Lapwai, Idaho. I have \$2,500 which I received from the sale of the town site of Lapwai in a tin box in the First National Bank of Lewiston, Idaho, for safe-keeping. I can go to Lewiston and get what money I want from the box. I have a key to the box and the bank has a key. The town site brought \$8,000. The agent, Mr. Lipps, surveyed the land and sold the lots without my consent, over my protest, and while I was sick. Lipps sold the lots for \$3,000 and told me the money was at Lewiston in the bank. I sold all the remaining lots for \$5,000 and have that money in my possession. After I had sold all the lots but two, I was made to pay taxes on many of the lots I sold after I had given possession of them to other parties. The Indian superintendent is now trying to get me to sell what little land I have left here and what I am holding for hay land and pasture. I do not want to sell this as I do not need the money.

TOL-YAULKT (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 12th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 121.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

We-noon-my, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 36 years of age. My post-office address is Lenore, Idaho.

I rented my allotment for \$250, which money was paid the superintendent on November, 1910. The superintendent has been paying me \$25 per month out of this rental. I will have \$250 due me again this fall, and I do not wish to have it paid to me in these small sums, for I can do much better if I can receive it all at one time. I have a

husband and child and have a good home, and we need the money for our own use, and we can use it better all at one time than in small payments.

I lost \$100 in the Juliaetta Bank failure, which I deposited there with the advice of the agent, and this experience makes me believe it better for me to get the use of this money than to put it in the bank for some one else to use or abscond without any benefit coming to me.

And further in this matter deponent saith not.

WE-NOON-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

EXHIBIT 122.

LAPWAI, IDAHO, *July 13, 1911*

STATE OF IDAHO, *County of Nez Perce, ss:*

Elizabeth Pops-Ta-Kar-Sot, being first duly sworn, on her oath says:

I am a Nez Perce Indian, past the age of 70 years. I reside near Webb Ridge, Idaho. Before the allotment I was married, and a son was born to me. This son received an allotment. Before the allotments were made he got into trouble and was sent to the penitentiary. While he was in the penitentiary I drew a payment for him. He finally died; his father inherited one-half of the allotment and I inherited one-half. I received nothing in writing to show what interest I had in this allotment, but I was told that I had one-half interest in it. This land has been used and occupied by a white man for nine years. I have not signed any lease, I do not know whether it was leased by the superintendent or not. I have complained many times to the superintendent, and four different agents has given written orders to this man to move off the land. I went to Superintendent Sharp, and asked him to give me possession of the land, and he told me to take two men and demand possession. I could not get anyone to go with me, and the superintendent has not done anything to protect me. I demand the protection of the Government, and the possession of my portion of this allotment, and I believe that the superintendent or the Indian office should collect the rents that are due me, and turn the same over to me without cost or expense. The name of the white man who has possession of the land is Charles Roller, the land joins my own allotment and my sister's allotment. My son's name was Phillip Ellenwood.

And further in this matter deponent saith not.

ELIZABETH (her x mark) POPS-TA-KAR-SOT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 123.

LAPWAI, IDAHO, *July 13, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Edward Neuman, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 49 years of age. My post-office address is Nez Perce, Idaho. In the year of 1895, I was induced by the interpreter at the agency who, with the advice and consent of the Indian agent, to make a deposit of \$1,000 in the bank at Juliaetta. A short time after this the bank failed and I lost every dollar of this amount. The interpreter and Indian agent were very active and sincere in having the Indians deposit their money in this bank, and the bank at Moscow. In a very short time after this money was deposited both banks failed. The agent at that time was S. G. Fisher, who served until about 1897. The Government has done nothing to assist us in the recovery of this money, although the Government officials were responsible for our making this deposit. While they did not make the deposit for us as they are doing now, we feel that they were just as much responsible as they are now, and we are afraid that if the banks would fail that hold our deposits to-day that the Government would not be any more active to get the refund of our money than they were in this other case.

And further deponent saith not.

EDWARD (his x mark) NEUMAN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 124.

LAPWAI, IDAHO, *July 13, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Pe-noh-wow-none-kin-my, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 65 years of age. My post-office address is Spalding, Idaho. About seven years ago my sister died leaving an allotment. About three years ago or three and one-half years ago my brother died, but did not leave an allotment. My sister's allotment was awarded one-half to her husband and one-half to her brothers and sisters, five in number, including myself. Since my brother has died, one-half of this allotment would belong to four brothers and sisters and one-half would belong to the widower of my sister, but my sister's husband has since died. He left no children, but has some nephews. These nephews are claiming one-half interest in my sister's allotment. We hold that under the laws of Idaho that we are the sole heirs—that is, that the entire allotment belongs to myself and my brothers and two sisters. The superintendent, however, holds that the nephews of my sister's husband inherit one-half of this allotment. The allotment has not been sold. The rents are being divided at the present time with the nephews of my sister's

husband. We demand a review of this case and a fair and impartial hearing. We contend for our rights under the law of Idaho, and not in accordance with the pleasures or prejudice of the superintendent in charge or with the officers.

When the payment was made in 1895 I was compelled to pay a fee of \$67 to get my payment from the Government for the surplus land that we sold. This \$67 was paid in equal parts to James Grant, Edward Raboine, and George Moses. I do not know if they had a right to charge me with this.

I have a son 23 years of age who has an allotment which is rented, but the agent holds all the rent, and he can not get any part of it to build a house or do anything with it, excepting \$10 a month, which does me very little good.

And further deponent saith not.

PE-NOH-WOW-NONE-KIN-MY (her x mark). [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

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EXHIBIT 125.

LAPWAI, IDAHO, *July 13, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

James To-ye-hin being first duly sworn, on his oath says:

I am a Nez Perce Indian, 50 years of age. My post-office address is Sweetwater, Idaho. I received an allotment for myself and my whole family received one the same time; during this allotment there were two uncles—my mother's brothers—one of them was married during the allotment and the older one not. The older one was single and blind. During his lifetime I took care of my uncle until he died. During my boyhood, of course, my uncle was blind and I supported him up to his death. I inherited the estate and his brother inherited, however, as long as he lived, received rentals until several years ago, according to the action and decisions reached by the Indian agent. Several years ago I was barred from receiving rentals without any hearing or a chance given me to protect my rights. At last some three years ago I took the matter to the courts of the State and got the decision in my favor. On the strength of the decision I presented the decree of the courts to the agency office to protect my rights but the Indian agent in charge would not recognize the decree. This last spring, in the year 1911, I was given a chance to testify again to prove my rights, with the understanding that the Secretary of the Interior would decide who was the real heir to the estate, but have not heard anything about it since. I understand from the delegate, Silas D. Whitman, who has returned from Washington, D. C., a few days ago, that the evidence that I submitted to the Indian agent had not been submitted to the Indian Office for approval. I have asked the superintendent why the evidence or testimony was not submitted to the Indian Office, and I have received no satisfaction. I desire

relief at the hands of the Congress in regard to my case, if I can not get it through the superintendent and Indian Office.

And further deponent saith not.

JAMES (his x mark) TO-YE-HIN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

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EXHIBIT 126.

LAPWAI, IDAHO, *July 14, 1911.*

STATE OF IDAHO, *County of Nez Perce, ss:*

Annie Mox Mox, being first duly sworn, on her oath says:

I am a full-blood Nez Perce Indian; I am — years of age. My post-office address is Juliaetta, Idaho. I and my husband and our children received allotments. I received an allotment and my two children received allotments. My husband and my two children are both dead. I inherited all the allotments. Two of the deceased children's allotments have been rented for some time, but I have been mistreated in this, I have never collected all my money from the estate. The Indian agent in charge has done me wrong in this case. I sold some heirship land two years ago. This land brought me the sum of \$1,400. Out of this fund I was allowed to draw to buy a team, to build a house, to buy harness, and to pay merchants' bills. In all I was allowed to draw \$1,064, which would leave me \$336, but the Indian agent advises me that I have drawn all, claiming that I had been drawing \$25 per month. It is true that I have been drawing at the rate of \$25 per month, but I have been made to understand that I was drawing for my rentals, but not from the proceeds of my sale money. I absolutely object to all of these actions. I believe there is some more of the sale money due me yet; therefore I ask the Government for assistance. Furthermore, I have this complaint: I and my brother inherited some land from our brother, who died some years ago. The Indian agent in charge has rented this land or heirship allotment of ours without our consent. We are the sole heirs and have a right to say, rent, sell, or do anything with the allotment. I again ask the Government for protection.

And farther deponent saith not.

ANNIE (her x mark) MOX MOX. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
Notary Public.

My commission expires January 14, 1913.

## EXHIBIT 127.

LAPWAI, IDAHO, *July 13, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Susie Sam, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 42 years of age. My post-office address is Lenore, Idaho. During the allotment I was legally married. I and my husband and three children received allotments. Sometime after this two of my children died and later on my husband died, leaving the three allotments as heirship land. My husband's father had an allotment, and he also died. My husband was the only child of his father, but my husband's father left a wife and a stepmother. My husband would be entitled to an interest in this latter estate. My third child was married after he received his allotment, and after his two brothers and sister and father died, and he received a portion of the rentals from these allotments before he was of age and after. Finally he died, leaving a wife and one child. About six months after my son died his child died. The superintendent now advises me that my son's widow does share an interest in the estate of my husband and the two children that died first, as well as inheriting from her husband. My contention is that she has only a life estate in her husband's property, and since her child has died she has no interest in the estate of my husband or the other two children. I have often gone to the superintendent and tried to get this matter fixed up, and I can get no relief. I was advised last fall by the superintendent that the department had decided that my son's widow had a share in each of these allotments equal to me. This decision was rendered without giving me a hearing or opportunity to protect my rights. I want the case reviewed and tried by a fair tribunal. I have been receiving \$25 per month from the proceeds of the rents and I do not know whether any of the money has been paid to the widow of my son or not, but I have been told that she does receive \$15 per month. I do not know just how much money is on hand from the rent of these allotments, but the widow of my son sold the estate of my son and was awarded all the money. I had considerable money from the per capita payment and deposited \$1,000 in the Moscow Bank. This bank afterwards failed and sometime after the failure I was paid \$100; the rest has never been paid to me. I was advised and induced by the Indian agent at that time to deposit my money in this bank, but I have received no assistance from this office to recover my money since the bank failed.

And further deponent saith not.

SUSIE (her x mark) SAM. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 128.

LAPWAI, IDAHO, July 14, 1911.

STATE OF IDAHO, *County of Nez Perce*, ss:

George Sap-na-sat, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 69 years of age. My post-office address is Lapwai, Idaho.

Last fall my renter paid in to the superintendent \$150, and when I called for the money I was refused the amount, and the superintendent only paid me \$20 a month. The first payment was made to me in December. This money, of course, has been paid to me, but it has did me no good paid in this manner. My rent money will soon be due again, and when it is paid in I want to have it all paid over to me at one time, so I can use it to a good advantage. I have a wife to support. I have a home, stock, and garden patch, and if I can get all the rent money I could handle it to a better advantage than the way it is paid to me. I farm 20 acres besides my garden patch.

And further deponent saith not.

GEORGE (his x mark) SAP-NA-SAT. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 129.

LAPWAI, IDAHO, July 13, 1911.

STATE OF IDAHO, *County of Nez Perce*, ss:

James Davis, being first duly sworn, on his oath says:

I am a Nez Perce Indian, 54 years of age. My post-office address is Kamiah, Idaho. In 1895 I was persuaded, through the interpreter of the agency, to make a deposit in the bank at Juliaetta, Idaho. I deposited \$1,000, and many others of my people deposited money there also, being persuaded, as I was, by the Government interpreter. A short time after making this deposit the bank failed, and I lost all of my money. I do not know that anyone else recovered any of their deposits or not. I have made many requests of the Indian superintendent to assist me in getting this money, but he has done nothing to help me. I feel that I and my people should receive help from the hands of the Interior Department or from the hands of the Indian Office in the recovery of this money.

JAMES (his x mark) DAVIS. [SEAL.]

STATE OF IDAHO, *County of Nez Perce*, ss:

Subscribed and sworn to before me this 13th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,  
*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 130.

LAPWAI, IDAHO, *July 15, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Annie Captain John, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 50 years of age. My post-office address is Sweetwater, Idaho.

I had an allotment in Oregon in the Umatilla Reservation, which is rented for \$370 a year. The money is sent to this place, so I am informed; but the superintendent here will tell me nothing about it and he will not make me any payments.

I am entitled to an interest in heirship land from my father and mother and brother, who received allotments in the Nez Perce Reservation. I am one of five heirs that has been recognized as having an interest in these three estates. I do not understand how three of them come to be awarded in these estates. I can not get any satisfaction in regard to the way our interest is handled. The land has all been rented and I am paid a monthly payment from the proceeds of it. I protest against my money being withheld; I want it paid to me all at one time.

A public road was put through my allotment without my consent and without payment to me. I also protest against this.

And further deponent saith not.

ANNIE (her x mark) CAPTAIN JOHN. [SEAL.]

STATE OF IDAHO, *nty of Nez Perce, ss:*

Subscribed and sworn to before me this 15th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.

## EXHIBIT 131.

LAPWAI, IDAHO, *July 14, 1911.*STATE OF IDAHO, *County of Nez Perce, ss:*

Wau-ko-pin, being first duly sworn, on her oath says:

I am a Nez Perce Indian, 20 years of age. My post-office address is Juliaetta, Idaho.

I was born after the allotment and have no allotment to my name, but have heirship allotment; inherited it from my mother. My mother died when I was 8 years old, while minor; the Indian agents have rented my heirship land for about 12 years; have received no money from the land until last fall and received the sum of \$280, and was told by the agent that was all I had coming to me. My heirship land has been rented for 12 years; I should have more than \$280; I absolutely suspicion that somebody has pocketed my money—that is, the rest of my money—and I ask for protection from the Government.

And further deponent saith not.

WO-KOO-PEEN. [SEAL.]

STATE OF IDAHO, *County of Nez Perce, ss:*

Subscribed and sworn to before me this 14th day of July, 1911.

[SEAL.]

STARR J. MAXWELL,

*Notary Public.*

My commission expires January 14, 1913.





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