Articles of Agreement and Convention made and concluded at the
City of Washington this nineteenth day of April A.D. one thousand eight hundred and fifty
eight by and between the Commissioner on the part of the United States and the following
named chiefs and delegates of the Carolina Tribe of Cherokees and Catawbas Indians to,
Sa-la-ni-a-pu
Ha-te-ka-le-ka-ka
Ela-Wie-Cha.
The said chiefs and Deputies of said tribe of Indians do hereby cede and
relinquish to the United States all the lands not ceded, purchased or claimed by them, wherever
situated, except four hundred thousand acres, heretofore situated and described as follows, to wit:
Beginning at the mouth of the Ne-ay-wa-koo-pa or Wheaton River and extending up the
Kispea-tu River twenty miles, thence due North to a point; thence East to a point on the said Wheaton
River; thence down said River to the place of beginning, so as to include the said quantity of four
hundred thousand acres. They also hereby relinquish and abandon all claims and complaints about
or growing out of any and all treaties heretofore made by them or other Indians except their annuity
rights under the Treaty of St. Louis of September 17th, 1832.

Article 2d. The land so ceded and relinquished by the said chiefs and Deputies of the said
tribe of Jasons is and shall be known and described as follows, to wit:
Beginning at the
mouth of the Sheen-koo-os-dee or Canumit or Big Sioux River; thence up the Sheen River to
the mouth of the Pa-ha-ho-koo-wa or East Medicine Valley River; thence up said River to its head;
thence in a direction to the head of the main fork of the Win-dish-bah or Turkey River; thence
down said River to its junction with the Sheen or Pen-ron or James River, thence in a direct
tone to the Northern point of Lake Humboldt, thence along the Northern shore of said Lake and its outlet
to the junction of said outlet with the said Big Sioux River; thence down the Big Sioux River to its
junction with the Kip sweeps River. They also hereby relinquish and abandon all to the United States all
Article 3. The said Whisp and Delights hereby further stipulate and agree that the United States may construct and use such roads as may be hereafter necessary across their said Reservation by the consent and permission of the Secretary of the Interior, and by first paying the said Indians all damages and the fair value of the lands so used; and said road or roads, which said damages and value shall be determined in such manner as the Secretary of the Interior may direct. And the said Whisp and Delights hereby agree to remove and settle and reside on said Reservation within one year from this date, and until they do so remove (if within said year) the United States, guarantee them in their quiet and undisturbed possession of their present settlements.

Article 4. In consideration of the foregoing cessions, relinquishment and agreements the United States do hereby agree and stipulate as follows, to wit: 1st. To protect the said Whisp and Delights in the quiet and peaceable possession of the said tract of four hundred thousand acres of land so reserved for their future home, and also their persons and property therein during good behavior on their part.

2nd. To pay to them, or assign to their heirs, the sum of Fifty thousand dollars per annum for ten years, commencing with the year in which they shall remove to, and settle and reside upon their said Reservation; fifty thousand dollars per annum for and during ten years thereafter. Twenty-five thousand dollars per annum for and during five years, and thirty-five thousand dollars per annum
for and during twenty years thereafter, making One Million and Six Hundred Thousand Dollars in annuities in the period of fifty years, of which sum the President of the United States shall from time to time determine what proportion shall be paid to said Indians in cash and what proportion shall be expended for their benefit, and also in what manner and for what objects such expenditure shall be made, due regard being had in making such determination to the best interests of said Indians. He shall likewise exercise the power to make such provision out of said sums as he may deem to be necessary and proper for the support and comfort of the aged, or infirm and helpless minors of the said Indians.

In case of any material decrease of said Indians in number, the said amounts may in the discretion of the President of the United States be diminished and reduced in proportion thence, or they may at the discretion of the President of the United States be discontinued entirely, should said Indians fail to make reasonable and satisfactory efforts to advance and improve their condition, in which case such other provision shall be made for them as the President and Congress may judge to be suitable and proper.

3d In addition to the foregoing sum of One million and six hundred thousand dollars as annuities to be paid to or expended for the benefit of said Indians, during the period of fifty years as before stated, the United States hereby stipulate and agree to expend for their benefit the sum of Fifty Thousand Dollars more as follows, to wit: Twenty-Five Thousand Dollars in maintaining and subsisting the said Indians during the first year after their removal to and permanent settlement upon their said Reservation; in the purchase of their agricultural implements, in other articles of a beneficial character, and in breaking up and tilling land; in the erection of houses, storehouses, or other
suitable buildings, or in making such other improvements as may be necessary for their comfort and welfare. 45. To expend Ten Thousand Dollars to build a School House or School Houses and to establish and maintain one or more Normal Indian Schools (as far as said sum will go) for the education and training of the children of said Indians in letters, agriculture, the mechanic arts and housewifery, which School or Schools shall be managed and conducted in such manner as the Secretary of the Interior shall direct. The said Indians hereby stipulate to send, constantly thither, during at least nine months in the year, all their children between the ages of seven and eighteen years, and if any of the parents or chiefs having the care of children shall refuse or neglect to send them to School such parts of their annuities as the Secretary of the Interior may direct, shall be withheld from them, and applied as he may deem just and proper. And such further sum in addition to the said Ten Thousand dollars as shall be deemed necessary and proper by the President of the United States shall be reserved and taken from their said annuities and applied annually during the pleasure of the President to the support of said Schools, and to furnish said Indians with provisions and aid, and instruction in agriculture and mechanical pursuits, including the working of the mills hereafter mentioned, as the Secretary of the Interior may consider necessary and advantageous for said Indians. And all instruction in reading shall be in the English Language. And the said Indians hereby stipulate to furnish from amongst themselves the number of young men that may be required as apprentices and assistants in the Mills and Mechanic Shops and at least three persons to work constantly with such white laborer employed for them in agriculture.
and mechanical pursuits, it being understood that such white laborers and assistants as may be so employed are thus employed more for the instruction of the said Indians than merely to work for their benefit, and that the laborers, so to be furnished by the Indians may be allowed a fair and just compensation for their services to be fixed by the Secretary of the Interior, and to be paid out of the shares of annuity of such Indians as are able to work but refuse or neglect to do so.

And whenever the President of the United States shall become satisfied of a failure on the part of said Indians to fulfill the aforesaid stipulations, he may at his discretion discontinue the allowance and expenditure of the sums so provided and set apart for said schools or schools, and assistants and instruction.

5th. It is provided that said Indians shall receive a Mill suitable for grinding grain, and sawing lumber, or more Mechanic Shops with the necessary tools for the same; and dwelling Houses for an Interpreter, Miller, Engineer for the Mill (if one be necessary), a Farmer, and the Mechanics that may be employed for their benefit, and to equip therewith a sum not exceeding Fifteen Thousand Dollars.

Article 5. Said Indians further stipulate and bind themselves to prevent any of their members of their tribe from destroying or injuring the said Houses, Shops, Mills, Machinery, Blacksmithery, Utensils, or any other thing furnished them by the Government; and in case of any such destruction or injury of any of the things so furnished, or either being carried off by any member or members of their tribe, the value of the same shall be deducted from their annual annuity; and whenever the Secretary of the Interior shall be satisfied that said Indians have become sufficiently formed in habits of industry and advanced in the acquisition of a practical knowledge of Agriculture and the Mechanic Arts
to provide for themselves, he may at his discretion cause to be turned over to them all of the said houses, and other property furnished them by the United States, and dispose with the services of any or all the persons herein before stipulated to be employed for their benefit, education, and instruction.

**Article 6**

It is hereby agreed and understood that the Chiefs and Head Men of said tribe may, in their discretion in their several, authority, be had out of their said annuities such provisions as may be found to be necessary and proper, and not exceeding in the aggregate One Hundred and Fifty Thousand Dollars, to satisfy their just debts and obligations and to provide for such of their said relations as do not live with them, or draw any part of the said annuities of said Indians. Provided, however, that their said determinations shall be approved by their Agent for the time being, and the said payments authorized by the Secretary of the Interior.

Provided also that there shall not be so paid out of their said annuities in any one year, a sum exceeding Fifteen Thousand Dollars.

**Article 7**

On account of their valuable services and loyalty to the United States, there shall be granted in fee to Charles E. Scott, and Elysee Rencourt, each, one section of Six Hundred and Forty Acres of land, and to Paul Lecane, one half a section; and to the half-breed Duncan wife of Charles Scott, and her two sisters, the wives of Eli Bedwell, and Augustus Drerup, and to Louis LeBacant, each, one half a section. The said grants shall be selected in said ceded territory, and shall not be within said Reservation, nor shall they interfere in any way with the improvements of such persons as are on the lands ceded above by authority of law; and all such persons (other than Indians, or mixed bloods) who are now residing within said ceded country.
authority of law, shall have the privilege of entering One Hundred and Forty Acres thereof to include such of their residences or improvements, at the rate of one Dollar and Twenty-five Cents per Acre.

Article 8. The said Hunter-Indians shall be secured in the free and unrestricted use of the Red Clay Stone quarry, or so much thereof as they have been accustomed to frequent and use for the purpose of procuring stone for ribs; and the United States hereby stipulate and agree to cause to be surveyed and marked, so much thereof as shall be necessary and proper for that purpose, and retain the same and keep it open and free to the Indians to visit and procure stone for ribs so long as they shall desire.

Article 9. The United States shall have the right to establish and maintain such Military Posts, Roads, and Indian Agencies, as may be deemed necessary, within the tract of country herein reserved for the use of the Hunters, but no greater quantity of land or timber shall be used for said purposes than shall be actually requisite, and if in the establishment or maintenance of such Posts, Roads, and Agencies, the property of any Hunter shall be taken, injured, or destroyed, just and adequate compensation shall be made therefor by the United States.

Article 10. No white person retained in the employment of the United States, or duty licensed to trade with the Hunters, or members of the families of such persons shall be permitted to reside or make any settlement upon any part of the tract herein reserved for said Indians—no shall said Indians alienate, sell, or in any manner dispose of any portion thereof except to the United States. Whenever the Secretary of the Interior shall direct, said tract shall be surveyed and divided as he shall think proper among said Indians, so as to give to each head of a family or single person...
a separate farm with such rights of possession or transfer to any other member of the tribe or of
descant to their heirs and representatives as he may deem just.

Article 11. The Hurons acknowledge their adherence when the Government of the United States
and do hereby pledge and bind themselves to preserve friendly relations with the citizens there and to
commit no injuries or depredations on their persons or property nor on those of Members of any other
tribe or Nation of Indians; and in case of any such injuries or depredations by said Hurons, full
compensation shall as far as possible be made therefor out of their tribal annuity, the amount in all
cases to be determined by the Secretary of the Interior. They further pledge themselves not to engage
in hostilities with any other tribe or Nation unless in self-defense but to submit through their Agent
all matters of dispute and difficulty between themselves and other Indians to the decision of the President
of the United States, and to acquiesce in and abide by such. They also agree to deliver to the proper
officer of the United States all offenders against the United States laws or regulations of the United States,
and to assist in discovering, pursuing, and capturing all such offenders, who may be within the limits
of their Reservation, whenever required to do so by such officer.

Article 12. To aid in preventing the use of intimation, it is hereby stipulated that if
any of the Hurons shall drink or procure for others intoxicating liquors from the proceeds of the tribal
annuity, shall be withheld from them for at least one year, and for a violation of any of the
stipulations of this agreement on the part of the Hurons they shall be liable to have their annuities
withheld in whole or in part and for such length of time as the President of the United States
shall direct.
Article 13. No part of the annuity of the lanctons shall be taken to pay any debts, claims or
demands against them except such existing claims and demands as have been herein provided for and except
such as may arise under this Agreement or under the Ais I and Intercoastal Lines of the United States.

Article 14. The said lanctons do hereby fully acquit and release the United States from all demands
against them on the part of said tribe, or any individual thereof, except the before mentioned right of the
lanctons to receive an annuity under said treaty of laromie, and except also such as are herein
allocated and provided for.

Article 15. For the special benefit of the lanctons, parties to this Agreement, the United States
agree to appoint, an Agent for them, who shall reside on their said Reservation, and shall have set
apart for his residence and occupation, at such a point as the Secretary of the Interior may direct,
One Hundred and Thirty Acres of land.

Article 16. All the expenses of the making of this Agreement, and of surveying the said
lancton Reservation and of surveying and marking said Pueblo terminus shall be paid by the
United States.

Article 17. This Instrument shall take effect and be obligatory upon the Contracting Parties
whenever ratified by the Senate and the President of the United States.

In testimony whereof the said

[Signature]

[Signature]
<table>
<thead>
<tr>
<th>Name</th>
<th>Mark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sa-la-ma-sa-ja, or the man that was struck by the axe</td>
<td>X</td>
</tr>
<tr>
<td>Ka-te-te-te-a-a, or the small bear</td>
<td>X</td>
</tr>
<tr>
<td>Charles F. Pietsch or Cha-te-he-chu</td>
<td>X</td>
</tr>
<tr>
<td>Sa-ten-ka-wa-ee, or the great Bull</td>
<td>X</td>
</tr>
<tr>
<td>Pu-cha-sa-sa, or the jumping flounder</td>
<td>X</td>
</tr>
<tr>
<td>Kwa-ra-hu-ten, or the even horn</td>
<td>X</td>
</tr>
<tr>
<td>Kam-ka-ho-kal, or One that breaks down live</td>
<td>X</td>
</tr>
<tr>
<td>Sa-ten-ka-e-roh-ku, or the fast Bull</td>
<td>X</td>
</tr>
<tr>
<td>A-ka-ka-ma-ri, or the walking elk</td>
<td>X</td>
</tr>
<tr>
<td>A-ka-ba-na-shu, or the standing elk</td>
<td>X</td>
</tr>
<tr>
<td>A-ka-ba-he-chu-chu, or the Elk with a bad voice</td>
<td>X</td>
</tr>
<tr>
<td>Le-ba-ten-ke-ha-ee, or the gathering flinch</td>
<td>X</td>
</tr>
<tr>
<td>E-ka-ve-chu-ee, or the old man</td>
<td>X</td>
</tr>
<tr>
<td>Ma-sen-wa-hun-na-ee, or the white melon car that stands</td>
<td>X</td>
</tr>
</tbody>
</table>

- By his duly authorized Delegate and Representative, Charles F. Pietsch

- By his duly authorized Delegate and Representative, Charles F. Pietsch

- By his duly authorized Delegate and Representative, Charles F. Pietsch
Executed in the presence of

A. B. Redfield Agent
J. B. S. Trad
Josephine Buenger
John Dowling
Fr. Schmidt
Mr. Frissell

B. H. Young
H. H. Johnson
George F. Mapes
H. Pettenger

Zepher C. Rincon, U.S. Interpreter
Paul J. Leman
Capt. Caine

Holmes J. B. S. Trad
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