

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 Charles C. McKim on the part of the United States and the following
named chiefs and delegates of the Shoshone Tribe of Shoshone or Shoshone Indians to

-Pa-lu-m-a-pu-pe

The man that was struck by the

-Ma-te-mo-de-cha-u

The smaller bear

Charles C. McKim

Eta-Mo-Cha.

-Sa-ten-ha-mo-ee

The crazy bull

-Be-cha-wo-ha

The jumping warrior

-Ma-ra-ha-ten

The iron horn

-Kemo-kah-pah

One that kneels down two

-Sa-ten-ha-ee-ah-ha

The fast bull

-I-ha-ha-ma-m

The walking elk

-I-ha-ha-ma-zhi

The standing elk

-I-ha-ha-he-cha-cha

The elk with a bad voice

-Sa-ten-ee-ha-pu

The walking hawk

-I-ha-mo-cha-sha

The black man

-Ma-ten-ee-ha-mo-ee

The white medicine cow that stands

-Ma-ee-sera-cha-ha

The little white deer

-Ma-ee-lu-ah-ha

(the three last names signed by their duly authorized Agent and representative Charles A. Smith) -
they being thereto duly authorized and empowered by said tribe of Indians.

X Article 1. The said Chiefs and Delegates of said tribe of Indians do hereby cede and
relinquish to the United States all the lands now owned, possessed or claimed by them wherever
situated, except four hundred thousand acres thereof situated and described as follows, to wit: -
Beginning at the mouth of the Kue-ye-wa-kee-pah or Cheuteau River and extending up the
Missouri River thirty miles; thence due North to a point; thence Easterly to a point on the said Cheuteau
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 Sarumie of September 17th A.D. 1851.

Article 2. The land so ceded and relinquished by the said Chiefs and Delegates of the said
tribe of Yanktons is and shall be known and described as follows, to wit: - Beginning at the
mouth of the Schar-ka-an-dah or Badmet or Big River; thence up the Missouri River to
the mouth of the Pa-hub-wa-han or East Medicine Bend River; thence up said River to its head,
thence in a direction to the head of the main fork of the Wan-dash-hah or Snake River; thence
down said River to its junction with the Schar-sun-sun or Jacques or James River; thence in a direct
line to the Northern point of Lake Kampusha; thence along the Northern shore of said Lake and its outlet
to the junction of said outlet with the said Big River; thence down the Big River to its
junction with the Missouri River. And they also cede and relinquish to the United States all

their right and title to and in all the Lands in the Missouri River from the mouth of the Big
Horn to the mouth of the Medicine Wheel River. And the said Chiefs and Delegates hereby
stipulate and agree that all the lands embraced in said limits are their own, and that they have
full and exclusive right to cede and relinquish the same to the United States.

4 Article 3 The said Chiefs and Delegates 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 for 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
Hurons 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 the
quiet and undisturbed possession of their present settlements.

Article 4 In consideration of the foregoing cession, relinquishment and agreements the United
States do hereby agree and stipulate as follows, to wit: 1st To protect the said Hurons 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 thereon during good behavior on their part.
2nd To pay to them or expend for their benefit the sum of thirty five 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, forty thousand dollars per annum for and during ten years thereafter, twenty five
thousand dollars per annum for and during the year and fifteen 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 sums 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 orphans 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 thereto, 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.

3^d - 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 stock, agricultural implements or other articles of a beneficial character, and in breaking up and clearing land; in the erection of houses, storehouses, or other

needful buildings, or in making such other improvements as may be necessary for their comfort and welfare.
4th He expend Ten Thousand Dollars to build a School House or School Houses and to establish and maintain one or more Normal Labor Schools (so 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 stipulating to keep constantly present 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 others 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 apiculture 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 each 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 School or Schools, and assistance and instruction.

§ 4 To provide the said Indians with a Mill suitable for grinding grain, and sawing timber; one or more Mechanic Shops with the necessary tools for the same; and Building 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 expend therefor a sum not exceeding Fifteen Thousand Dollars

Article 5 Said Indians further stipulate and bind themselves to prevent any of the members of their Tribe from destroying or injuring the said Houses, Shops, Mills, Machinery, Stock, Farming 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 their being carried off by any member or members of their Tribe, the value of the same shall be deducted from their general annuity; and whenever the Secretary of the Interior shall be satisfied that said Indians have become sufficiently confirmed 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 dispense with the services of any or all the persons herein before stipulated to be employed for their benefit, assistance and instruction

Article 6 It is hereby agreed and understood that the Chiefs and Head Men of said Tribe may, in their discretion in open Council, authorize to be paid out of their said annuities such a Sum or Sums as may be found to be necessary and proper, 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 half breed 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 liberality to the Geronimos there shall be granted in fee to Charles F. Beotte and Zephyr Rencontre, each, one Section of Six Hundred and Forty Acres of land; and to Paul Corian one half a Section; and to the half breed Geronimo wife of Charles Meade, and her two sisters, the wives of Eli Bedard, and Augustus Travore, and to Louis Le Count, 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 other persons (other than Indians or mixed bloods) who are now residing within said ceded country by

authority of law, shall have the privilege of entering One Hundred and Sixty 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 Ganton Indians shall be secured in the free and unrestricted use of the Red Pipe Stone Quarry, or so much thereof as they have been accustomed to frequent and use for the purpose of procuring Stone for Pipes, 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 Pipes 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 Gantons, 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 Ganton shall be taken, injured or destroyed, just and adequate compensation shall be made therefor by the United States.

Article 10. No white person unless in the employment of the United States, or duly licensed to trade with the Gantons, 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 - nor 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 Stem with such rights of possession or transfer to any other Member of the Tribe or of descent to their heirs and Representatives as he may deem just.

Article 11. The Bandons acknowledge their dependence upon the Government of the United States and do hereby pledge and bind themselves to preserve friendly relations with the Citizens thereof 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 Bandons, full compensation, shall as far as possible be made therefor out of their Tribal Annuities, 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 for the decision of the President of the United States, and to acquiesce in and abide thereby. They also agree to deliver to the proper Officer of the United States all offenders against the Treaties, 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 evils of Intemperance, it is hereby stipulated that if any of the Bandons shall drink or procure for others intoxicating liquor their proportion of the Tribal Annuities 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 Bandons 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 annuities of the Yanktons 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 Trade and Intercourse Laws of the United States.

Article 14. The said Yanktons 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 Yanktons to receive an annuity under said Treaty of Commerce, and except also such as are herein stipulated and provided for.

Article 15. For the special benefit of the Yanktons, 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 sole use and occupation, at such a point as the Secretary of the Interior may direct One Hundred and twenty Acres of land.

Article 16. All the expenses of the making of this Agreement, and of surveying the said Yankton Reservation and of surveying and marking said Pipe Stone Quarry 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 Charles C. Meis, Commissioner as aforesaid, and the undersigned Chiefs, Delegates, and Representatives of the said Tribe of Yankton Indians have hereunto set their hands and seals at the Place and on the Day first—

above written.

Charles E. Mitz, — Hemmipieur

-Pa-lu-ne-a-pa-fa, or The man that was struck by the Sea,

his X mark.

-Ma-to-sa-le-du-a, or The smutty Bear.

his X mark.

Charles F. Picotte or *E-ta-he-cha*

-Ta-ton-ka-ute-et, or The crazy Bull.

his X mark.

-Pai-cha-wa-ka, or The jumping Beaver.

his X mark.

-Ma-ra-ha-ton, or The iron horn.

his X mark.

-Kamle-kah-pah, or One that kneels down twice.

his X mark.

-Ta-ton-ka-t-yah-ka, or The fast Bull.

his X mark.

-A-ha-ka-ma-ne, or The walking Elk.

his X mark.

-A-ha-ka-na-ghe, or The standing Elk.

his X mark.

-A-ha-ka-he-cha-cha, or The Elk with a bad voice.

his X mark.

-Sha-ton-wo-ka-fa, or The grabling Hawk.

his X mark.

-E-ha-ne-cha-cha, or The cat man.

his X mark.

-Ma-son-wa-hon-na-ge, or The white medicine cow that stands,

by his duly authorized Delegate and Representative.

Chas F Picotte

-Ma-ga-scha-cha-ka, or The little white swan.

by his duly authorized Delegate and Representative.

Chas F Picotte

-Ma-cha-ta-wash-ta, or The pretty boy.

by his duly authorized Delegate and Representative.

Chas F Picotte

Executed in the presence of,

A. A. Redfield Agent -

J. B. S. Todd

Theophile Bruguiere

John Dowling

Fr. Schmidt

M^{rs} J. Wells

Signature

E. A. Clayton

A. A. Johnson

George F. Mapes

H. Pittenger

L. Kavis

^{his} Zephier Lincoln, U. S. Interpreter
_{mark}

^{his} Paul A. Orain
_{mark}

^{his} Chas. R. Ricks
_{mark}

Witness J. B. S. Todd



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