

1896 BIG HORN HOT SPRINGS LAND CESSION AGREEMENT WITH THE SHOSHONE AND ARAPAHOE TRIBES OF INDIANS IN WYOMING.

The 1890s saw three separate efforts to reduce the size of the Wind River Reservation. The only successful agreement was reached in 1896, when the United States acquired a section of land that contained the Big Horn Hot Springs, a series of naturally occurring springs of geothermal waters, at the northeast corner of the reservation. The total amount of land ceded was an area of 10 miles square (100 square miles). In 1897, the agreement was ratified, with an amendment that ceded 1 square mile immediately surrounding the springs to the State of Wyoming. The basis for this land transfer ostensibly came about from the efforts to control the development around the springs, which were rapidly attracting a tourist clientele. The Shoshones and Northern Arapahos were willing to concede the land primarily because the prime buffalo hunting grounds in the Big Horn Basin (north of the springs and west of the Big Horn Mountains) had been destroyed by a huge influx of cattle and sheep ranches beginning in 1879. Thus, they no longer travelled off-reservation to hunt in the Big Horn Basin. The most important feature of the agreement, however, is that the government made the Arapahos equal partners to the Shoshones in the rights to claim the reservation. The Arapahos originally were moved to the reservation in 1878, but only with the consent of the Shoshones, and up until the 1896, agreement they were never considered partners with the Shoshones concerning reservation ownership. This all changed because of this agreement. In the 1930s, the Shoshones eventually reached a settlement with the United States that compensated them for the loss of lands that were, in essence, given to the Arapahos. The negotiations over the 1896 agreement took an interesting twist, in that the government was forced to make concessions independently to both tribes in order to win their acceptance, as detailed in Article III. The record of the negotiations is found in the National Archives in Washington, DC (James McLaughlin, US Indian Inspector, to Secretary of Interior, 23 April 1896. U. S. Department of Interior. Bureau of Indian Affairs. Letters Received by the Office of Indian Affairs, 1881-1907, File #1896-16453.). This was the last major agreement signed by the aged Chief Washakie of the Shoshones. He died three years later, in February 1900. [Ref: United States Statutes at Large. 55th Congress, session 1, 1897-1899. Vol. 30. Chapter 3, section 12, pp. 93-96.]

SEC. 12. That the following amended agreement with the Shoshone and Arapahoe tribes of Indians in the State of Wyoming is hereby accepted, ratified, and confirmed, and shall be binding upon said Indians when they shall in the usual manner agree to the amendment herein made thereto, and as amended as follows, namely:

Articles of agreement made and entered into at Shoshone Agency, in the State of Wyoming, on the twenty-first day of April, eighteen hundred and ninety-six, by and between James McLaughlin, United States Indian inspector, on the part of the United States, and the Shoshone and Arapahoe tribes of Indians in the State of Wyoming.

ARTICLE I.

For the consideration hereinafter named the said Shoshone and Arapahoe tribes of Indians hereby cede, convey, transfer, relinquish, and surrender forever and absolutely all their right, title, and interest of every kind and character in and to the lands and the water rights appertaining thereunto embraced in the following described tract of country, embracing the Big Horn Hot Springs in the State of Wyoming:

All that portion of the Shoshone Reservation described as follows, to wit: Beginning at the northeastern corner of the said reservation, where Owl Creek empties into the Big

Horn River; thence south ten miles, following the eastern boundary of the reservation, then due west 10 miles; thence due north to the middle of the channel of Owl Creek, which forms a portion of the northern boundary of the reservation; thence following the middle of the channel of said Owl Creek to the point of beginning.

ARTICLE II.

In consideration for the lands ceded, sold, relinquished, and conveyed as aforesaid, the United States stipulates and agrees to pay to the said Shoshone and Arapahoe tribes of Indians the sum of sixty thousand dollars, to be expended for the benefit of said Indians in the manner hereinafter described.

ARTICLE III.

Of the said sixty thousand dollars provided for in Article II of this agreement it is hereby agreed that ten thousand dollars shall be available within ninety days after the ratification of this agreement, the same to be distributed per capita, in cash, among the Indians belonging on the reservation. That portion of the aforesaid ten thousand dollars to which the Arapahoes are entitled is, by their unanimous and expressed desire, to be expended, by their agent, in the purchase of stock cattle for distributions among the tribe, and that portion of the before-mentioned ten thousand dollars to which the Shoshones are entitled shall be distributed per capita, in cash, among them: *Provided*, That in such cases where heads of families may so elect, stock cattle to the amount to which they may be entitled may be purchased for them by their agent.

The remaining fifty thousand dollars of the aforesaid sixty thousand dollars is to be paid in five annual installments of ten thousand dollars each, the money to be expended, in the discretion of the Secretary of the Interior, for the civilization, industrial education, and subsistence of the Indians; said subsistence to be of bacon, coffee, and sugar, and not to exceed at any time five pounds of bacon, four pounds of coffee, and eight pounds of sugar for each one hundred rations.

ARTICLE IV.

Nothing in this agreement shall be construed to deprive the Indians of any annuities or benefits to which they are entitled under existing agreements or treaty stipulations.

ARTICLE V.

This agreement shall not be binding upon either party until ratified by the Congress of the United States.

Done at Shoshone Agency, in the State of Wyoming, on the twenty-first day of April, A. D. eighteen hundred and ninety-six.

JAMES McLAUGHLIN
U. S. Indian Inspector.

(Here follow the signatures of Washakie, chief of the Shoshones, Sharp Nose, chief of the Arapahoes, and two hundred and seventy-one other male adult Indians over eighteen years of age, belonging on the Shoshone Reservation.)

I certify that, at the request of Indian Inspector James McLaughlin, I read the foregoing agreement to the Indians in joint council, and that it was explained to the interpreters, paragraph by paragraph.

JOHN S. LOUD,
Captain 9th Cavalry, U. S. Army,
Commanding Fort Washakie, Wyo.

We certify that the foregoing agreement was fully explained in joint council to the Shoshone's and Arapahoe's tribes, that they fully understand the nature of the agreement, and agree to the same.

EDMO. LE CLAIR,
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Shoshone Interpreters,
HENRY LEE,
WILLIAM SHAKESPEARE,
Arapahoe Interpreters.

Witnesses:

THOS. R. BEASON
JNO. W. TWIGGS, Jr.

I certify that the foregoing names, though in some cases duplicates, in every instance represents different individuals.

EDMO. LE CLAIR
Special Interpreter.

Witnesses to the foregoing agreement and signatures of the Indians.

JOHN S. LOUD,
Captain 9th Cavalry.
JOHN F. McBAIN,
1st Lt. 9th Cavalry.
JNO. W. TWIGGS, Jr.
THOS. R. BEASON.
JNO. W. CLARK,
Allotting Agent.
JOHN ROBERTS,
Missionary of the Protestant Episcopal Church to the Indians.

I certify that the Indians, Shoshones and Arapahoes, numbering two hundred and seventy-three (273) persons, who have signed the foregoing agreement, constitute a majority of all male Indian over eighteen (18) years of age, belonging on the Shoshone Reservation, Wyoming.

RICHARD H. WILSON,
Captain 8th Infty., Acting Ind. Agent.

That for the purpose of making the payment stipulated for in the first paragraph of article three of the foregoing agreement, the same to be paid to the Indians belonging on the Shoshone Reservation per capita in cash, or expended for them by their agent in the purchase of stock cattle, as in said article provided, the sum of ten thousand dollars be, and the same is hereby, appropriated, out of any money in the Treasury not otherwise appropriated.

That of the lands ceded, sold, relinquished, and conveyed to the United States by the foregoing agreement herein amended, and accepted, ratified, and confirmed, one mile square at and about the principal hot spring thereon contained, is hereby ceded, granted, relinquished, and conveyed unto the State of Wyoming; said mile square to be determined as follows: Commencing at a point one-fourth mile due east from said main spring, running thence one-half mile north, thence one mile west, thence one mile south, thence one mile east, thence one-half mile north to the point of beginning, and the remainder of the said lands ceded, sold, relinquished, and conveyed to the United States, by the agreement herein ratified and confirmed, are hereby declared to be public lands of the United States, subject to entry, however, only under the homestead and town-site laws of the United States.

Approved, June 7, 1897.