

Some Wisconsin Indian conveyances, 1793-1836.

SOME WISCONSIN INDIAN CONVEYANCES, 1793–1836.

The following deeds, leases, and treaties, executed by Wisconsin Indians prior to 1836, and heretofore unpublished, are selected from the manuscripts in possession of this Society, or are copied from the books of the Brown County register of deeds, at Green Bay. Each document is, for identification, accompanied by its press mark: e.g., [Brown Co. Deeds, B: 110, 111] = Brown Co. Deeds, book B., pp. 110, 111; [G. L. P., LVIII:12] = Grignon, Lawe, & Porlier Papers, vol. LVIII, doc. no. 12; [Boyd, IV: 110] = Papers of George Boyd, Indian Agent, vol. IV., doc. no. 110; etc.

These documents are instructive, as showing the methods of acquiring lands and privileges from the Indians, in pre-territorial Wisconsin.

CESSION TO DOMINIQUE DUCHARME, AT KAUKAUNA.

[Translated from the French.]

In One Thousand Seven hundred and ninety-three, Were present Wabisipine and Le Tabac noir, who have of their own free will yielded and ceded to Monsieur Dominique Ducharme¹ the land from the summit of the portage at Cacalin² to the end of the Meadow below it, with a depth of forty arpents; and upon the other side, facing the said portage, a tract four arpents wide by Thirty deep. The aforesaid vendors are content and satisfied with two barrels ²

¹ Dominique Ducharme was a leading Green Bay fur trader, frequently mentioned in previous volumes of these *Collections*.— Ed.

² Kaukauna rapids.— Ed.

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2 of Rum, in testimony of which, they have inscribed their marks; the old Wabisipine being blind, the Witnesses have made his mark for him.

Witnesses

S Harrison

Lambert Macabez

Mark of Wabasi Pine with the sign of the Eagle

Mark of Tabac Noir

The undersigned, having reclaimed the Right that they too had in the Portage, have likewise sold their claims, and guarantee from all disturbance. They have accepted for their share five Gallons of Rum, with which they are content and satisfied. In testimony of which, they have inscribed their marks.

S Harrison Witness The eagle

De la Mes his son

In the presence of Mes The eagle Bitte The beaver

Ratified at the Portage of Cacalin, the year of our Lord One Thousand Seven hundred ninety-six, the 31st Day of July in One Thousand seven hundred and ninety-seven for a Share of the Portage one Barrel Rum.

—August 8—

In One Thousand seven hundred ninety-eight one Barrel Of Rum to satisfy the undersigned

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—July 16—

and in Ninety-nine one Barrel of Rum to mix with [an illegible word] to settle The Quarrel between them

The same are content and satisfied.

D Ducharme

Le Tabac Noir

Wachitte Wabesepine of The eagle [signature illegible] of the Beaver

Indorsed: "Recorded on Thursday the 18 December A.D. 1828 at 10 o'clock A, M. Robert Irwin Jr Register"

[Brown Co. Deeds, B: 110. 111.]

A CESSION TO JACOB FRANKS.

Know all Men by these presents that We the Undersigned Chiefs of the Falavoine¹ Nation of Indians acting for the Nation in general have Given, Granted and Confirmed, and by these presents do Give, Grant and Confirm unto Jacob Franks,² his Heirs, Executors or Assigns and every of them, all our Title, Claim or demand on a Tinement or piece of land with all its Singular appurtances Containing Three Acres in front on One Hundred Acres in depth, situate at La Baye in Upper Canada bounded in front by the Riviere des Renards, on the North Side by a land Granted to Dominique Ducharme and on all othersides by Lands unconceded, for the Term of Nine hundred and Ninety Nine years, free and clear of all former or Gifts or Grants, Rents, Rent Charges, Titles, Troubles or incumbrances whatsoever, for value received.

1 Menomonees.— Ed.

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2 Franks was an English Jew, who had arrived in Green Bay this year (1794), to open a trading post in behalf of his employers, Ogilvie, Gillespie & Co., of Montreal. Cf. another version of this cession in *Wis. Hist. Colls.*, x, pp. 90, 91.— Ed.

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In Witness Whereof we have hereunto in the presince of the Undersigned Witnesses, set our hands & Seals at La-Baye this Eighth day of August in the year of our Lord One Thousand Seven hundred & Ninety four. Also a piece of land situate on l'other side of the Riviere Containing Nine Acres in front on one Hundred in depth, clear of all incumbrances as the above mintioned tiniment on l'other side of the River.

L. Fily 1

1 Laurent Fily, a prominent Green Bay fur trader, frequently mentioned in Augustin Grignon's "Recollections," *Wis. Hist. Colls.*, V.— Ed.

Witness Claude + Caron

Witnesses

George Gillespie 2

2 Apparently one of Franks's employers.

Jean Ecuyer

Thomas + Caron 3

3 Thomas Caron (Tomah, Carron, or Souligny) was then head chief of the Menomonees. The city of Tomah was named from him—"Tomah" being the French pronunciation for Thomas.— Ed.

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witness Chiatche Angueman

Alex r. Kennedy

G t. Lagoterie witness

Atawoinabie

[G. L. P., LVIII: 2.]

CONTRACT TO BUILD A HOUSE.

[Translated from the French.]

Before the justice of the peace at Green Bay, Indiana Territory, St Claire County, the Undersigned, S r. Jean B te. Lemoine, a Resident therein, was present for the purpose of bargaining and Contracting with The Savage named Achoabenie, and his son Etouaikisque, and his Son-in-law Metcheshakie, the same wishing to have a house Built upon the north Side of the ohio River where they have been in the Cas de Brulé, not caring to live at the French settlement, and cultivating a Clearing for several years past. Desiring to Withdraw into this one Corner of land, they have Agreed and do agree to yield, quit, and transfer all their enclosed Clearing, which they have continually increased up to the present time, giving up all claims upon the products of their labors, All and singular. And be it Known that, to carry out the Agreement, the s d. S r. jean B te. Lemoine promises and binds himself to Hew the upright timbers for a thirty-feet house, with the joists that will be used with these timbers in [illegible word] of the Wolf, and to cut wood for the casing with the said Savages, and to put up the casing alone, that is, to clapboard the house—the said Lemoine not being bound to anything else regarding the chimney, or any chinking that the said Savages shall do or have done, or shall themselves perform, at their own pleasure. And the said Lemoine shall lay the rafters above, after having built the frame, and his Contract shall be finished, and from that moment the said Lemoine shall enter into

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possession of the said land of the said achoabenie and of his children generally, in the circuit of the Clearings that they may have made among them upon the lands that they possessed on the south side of the River ohio consisting of about ten arpents wide and perhaps more &. The said Lemoine has accordingly gone with the Savages, who have delivered to him their land, with which Lemoine has said that he is content and satisfied, after having seen and taken possession. And, without being obliged thereto, the s d . Lemoine consenting of his own free will, if the Savages desire and will furnish him the timber for their floor, the said Lemoine will lay it for them, the house as already mentioned thirty feet long by twenty-one wide, inside. Done and transacted at Green Bay this third of January, eighteen hundred seven, 6 at ten o'clock in the evening. The said Lemoine has declared that he could not sign his name, and has made his mark, with the undersigned, who has signed after hearing this paper read; and the Savages have also made their marks.

Jean B te. his X mark Lemoine

Ch les. Reaume 1 Justice of the Peace

1 Reaume arrived in Green Bay in 1792, his former home having been the hamlet of La Prairie, opposite Montreal. For many years, both under English and American domination, he was the only civil officer in what is now Wisconsin. See numerous references to this picturesque character, in *Wis. Hist. Colls.*, in *Historic Greek Bay*, pp. 133–137, 150, 180, 181, and other Wisconsin histories.— Ed.

Etoai Kisique metch Osakie

[G. L. P., LVIII: 12.]

LANDS FOR STOCKBRIDGE AND BROTHERTOWN INDIANS.

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Articles of agreement made land] entered into at Vernon in the state of New York this 23 d day of September in the year one thousand eight hundred and twenty three between Bartholomew Calvin Jonathan C. Johnston Stephen Calvin Jeremiah Johnston Charles Tanseye chiefs and head men of the Delaware tribes of Indians formerly from the state of New Jersey of the one part & Solomon A Hendrick John W Quinny Austin Quinney Thomas F Hendrick Benjamin Palmer Francis Aaron & Sampson Auwothommaug chiefs and head men of the Muhheconunck Tribe commonly called the Stockbridge Indians of the other part² Witnesseth article first that the Muhheconunck

² In various volumes of *Wis. Hist. Colls.* may be traced the long and rather complicated story of the negotiations which led to the final establishment in Wisconsin, of the Oneidas, Stockbridges, Brothertowns, Munsees, etc. See also, the documents *post*, relative to the Stockbridge mission at Statesburg.— Ed.

⁷ Tribe or nation of Indians for an in consideration of the stipulation herein made on the part and behalf of the Brothertown Indians do hereby cede grant bestow to said Brotherton Indians and to their scattered brethren in the state of New Jersey to them and to their offspring stock & Kindred forever an equal right title interest claim with us the said Muhheconnuck Tribe or nation of Indians and are to be considered as a component part of the Muhheconnuck or Stockbridge nation to all the lands comprehended within and discribed in the two treatees made at Green Bay with the six nations & the St Regis Stockbridge Munsee nations of Indians the eighteenth day of August in the year one thousand eight hundred and twenty one boundaries of said land contained in the first treaty viz beginning at the foot of the Rapids on the Fox River usually called the Grand Cockolin thence up said river to the Rapids of the Winnebago Lake and from the River extending back in this width on each side to the north west & south west equidistant with the lands claimed by the said Menomenee & Winnebago nation of Indians boundaries of land contained in the second treaty Viz Beginning at the foot of the rapids on Fox River usually called the Grand Kakalin thence southeast on the lower line of the lands last ceded by the Menomine & Winnebago nations of Indians to the six nations St Regis

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Stockbridge & Munsee nations to or equidistant with Manawakkea river emptying into Lake Michigan thence an easterly course to & down said river to its mouth. thence northerly on the borders of Lake Michigan. to & across the mouth of Green Bay so as to include all the lands of the grand traverse¹ thence from the mouth of Green Bay aforesaid a northwesterly course to a plane an on the northwest shore of Lake Michigan generally known & distinguished by the name of Weyohquatonk by the Indians, Bay de noque by the French thence a westerly course on the heighth of land separating the waters running into Lake Superior and

1 Death's Door.— Ed.

8 those running into lake Michigan to the head of the Menomenie river, thence continuing nearly the same course until it strikes the northeast boundary of the lands ceded as aforesaid by the Munnomin & Winnebago nations to the St Regis Stockbridge & Munsee nations of Indians in Eighteen hundred and twenty one thence southerly to the place of beginning. Article second In consideration of the aforesaid granted and bargained premises which the said Muhheconnuck tribe or nation of Indians hereby promise covenant & agree to warrant & defand to said Brotherton Indians and to their proginey forever said Brotherton do hereby promise & agree to pay unto the said Stockbridge Indians within one month from the date here of the sum of Five hundred dollars in cash and they have paid this day to the Stockbridge nation the sum of Five hundred dollars the receipt whereof the said Stockbridge nation af do hereby acknowledge

In testimony whereof the said chiefs & head men have hereunto interchangeably set their hands & seals at the place & on the day & year first above written

Signed sealed & delivered in presence of

Nathan Davis

Greene C Bronson

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Bartholomew Calvin Ls

Johnathan Johnston Ls

Stephen Calvin Ls

Jeremiah Johnston Ls

Charles his X mark Tanseye Ls

Solomon W Hendrick Ls

John W Quinny Ls

Austin Quinny Ls

Thomas T Hendrick Ls

Benjamin his X mark Palmer Ls

Francis P. Aaron Ls

Sampson Owwahthommaug LS

[Brown Co. Deeds, A: 325–327.]

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A SAW-MILL SITE AT WISCONSIN RIVER RAPIDS.

Whereas it appears by a certain instrument of writing signed by the principal chiefs of the Menominie tribe of Indians bearing date the 16 th day of August A. D. 1831 that permission has been granted by said Tribe to Daniel Whitney of Green Bay to erect mills and occupy a quantity of land at or near the rapids of the upper Wisconsin river;1 the

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boundaries of said mill site and lands being fully described in the instrument of writing aforesaid: And whereas it also appears, by a letter from the War Department dated September 8th 1831. that the aforesaid grant or permission by the Menominie Chiefs to Daniel Whitney has been approved of by the Secretary of War; with this condition in addition to those prescribed by the Indians to be embraced in the bond to be required of said Whitney for the due observance of the same; viz that the lands to be occupied by said Whitney under the permission granted to him by the Menominies are to be held by him subject to the will of the Government and that he is at any time to yield quiet possession to the United States, whenever required by any authorized officer of the Government And the Secretary of War further directs; that the acting agent of Indian affairs at Green Bay draw a bond in the usual form; conditioned for the observance of all the conditions above stated and after it has been executed by the said Whitney, and approved of by the said agent, the original shall be recorded in the Registers office of Brown County before it is forwarded to the Department.

1 In the autumn of 1829, James H. Lockwood and Joseph Rolette had obtained from the secretary of war a permit to erect a saw-mill on the Chippewa River or one of its tributaries, and in the early summer of 1830 built their establishment on the Menomonee River. See *Wis. Hist. Colls.*, ii, pp. 133–141. This permit to Whitney is referred to, *Ibid.*, p. 141. Whitney, who arrived at Green Bay in 1816, was the founder of Navarino (1830), built saw-mills, was interested in the Helena shot tower, and conducted a considerable trade.—Ed.

Now be it known that I the above named Daniel Whitney do hereby covenant and agree for myself my heirs and assigns 10 signs to and with the Government of the United States, that I will perform all the duties, and comply with all the conditions and stipulations required by the grant of the Menominie Chiefs aforesaid viz:—That I will after a saw mill shall have been erected on the premises I have been directed to occupy by said grant or permission, saw all the lumber required for the proper use of the Menominie Nation, or the Government of the United States by any person duly authorized at a reasonable

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expense, and that I my heirs or assigns, will deliver annually to the Menominie chiefs at the Mill site aforesaid on the upper Wisconsin, in the Month of September for the space of ten years, the following articles, estimated at the traders prices at that place to wit. fifty pounds powder \$20; one hundred pounds of shot \$20. two hundred flints \$1. fifty pounds of tobacco \$12.50, one hundred pipes \$2,00 and twelve bushels of corn \$13. amounting in the whole to sixty seven dollars and fifty cents per annum;— and I the said Daniel Whitney do hereby further covenant, promise and agree, for myself my heirs and assigns,—That I will at any time yield quiet possession of the land and premises aforesaid when required by an authorized officer of the Government

In Testimony whereof I have hereunto set my hand and seal this twenty fourth day of April A D. one thousand eight hundred and thirty two (1832)

Daniel Whitney (seal)

Witness Charles A Grignon

The within and foregoing bond or acknowledgement was executed by Daniel Whitney in my presence and is hereby approved

S.C. Stambaugh , Actg agt Ind affairs

Green Bay Agency Apl 24. 1832

Know all men by these presents that I Henry S Baird. for myself my heirs executors, & administrators do hereby bind myself that I will be accountable & responsible for 11 the performance of the conditions and covenants contained in the within instrument

In witness whereof I have hereunto set my hand and seal at Green Bay the 12 day of May A D 1832

Henry S Baird Ls

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In presence of

Indorsed: "Recorded on Saturday the 12 May 1832 at 2 o'clock P. M Alexander J Irwin 1 Reg."

1 Alexander J. Irwin arrived in Green Bay, with his father, Robert Irwin, Sr., in 1822–23. They were for many years among the leading citizens of the place.— Ed.

[Brown Co. Deeds, B: 342–346.]

A MILL SITE AT LITTLE CHUTE.

Whereas, the Hon. the Secretary of War, did on the twenty second of April 1831, grant a permission upon the application of the chiefs of the Menomonee nation, to me and to Robert Irwin Jr, and Chas. A Grignon, to erect a saw and Grist mill on the west side of Fox River, at a place known and distinguished as the "Little Chute"

Now therefore, know all men by these presents, that for and in consideration of the sum of one hundred dollars to me in hand paid by S. C Stambaugh, late Indian agent at this place, the receipt whereof is hereby acknowledged, I have granted bargained, sold, and by these presents do grant, bargain, sell, release & forever *Quit Claim* to the said S. C Stambaugh his heirs, administrators or assigns all my right, title, interest, claim or demand whatever, of in & to the above named mill site, one mile square, on the west side of Fox River at the Little Chute aforesaid, either in law or equity—To have & to hold, to the said S.C. Stambaugh his heirs, administrators or assigns the said premises forever—

In testimony whereof I have hereunto set my hand & seal this eleventh day of July 1832.
A.G. Ellis Ls

In presence of Daniel Whitney

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Brown County Ss. Be it remembered that on the fifteenth day of September A. D 1832 came before me the within named A. G. Ellis and acknowledged to have signed, sealed & delivered the within deed for the uses & purposes therein mentioned

All which I do hereby certify to according to the statute —

Alexander J. Irwin Justice of the Peace Bro. County

Indorsed: "Received for Record on Wednesday the 15th day of September A. D 1232 at 11 o'clock — Alexander J. Irwin Register"

[Brown Co. Deeds, B: 386.]

Whereas it appears by a letter from the War Department dated 22 April 1831, That permission has been granted by the Menominie Indians to Robert Irwin Jr. Charles A. Grignon and Albert G. Ellis to erect a grist and saw mill and other machinery moved by water at a certain site at or near the little shute on Fox River and to occupy a tract of land for the purpose of farming and lumbering said mills; and whereas it appears that the permission aforesaid has been approved by the Secretary of War, who requires that the said Robert Irwin Jr, Charles A Grignon, and Albert G. Ellis give bond and security for the due observance on their part of all the terms and conditions on which the said permission has been granted by the Indians.

Now be it known that we the above named Robert Irwin Jr, Charles A Grignon and Albert G. Ellis, Do hereby acknowledge that the lands occupied by us, in pursuance of the above permission, as well as the mill or mills thereon erected, or which may hereafter be erected under said permission, are held by us at the pleasure of the Government of the United States and at its will and sufferance only.

And for and in consideration of the privileges or grant aforesaid the said Robert Irwin Jr. Charles A. Grignon, and Albert G. Ellis, with Samuel C. Stambaugh of Green Bay do

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hereby promise covenant and agree for themselves their heirs and assigns to and with the Government of the 13 United States that the said Robert Irwin Jr. Charles A Grignon and Albert G. Ellis, will faithfully comply with all the conditions and stipulations contained in the grant of the Menominie chiefs aforesaid viz

That so soon as a saw mill may be erected they will saw all the lumber required for the proper use of the Menominie tribe, and the Government of the United States (when requested so to do by an authorized officer) at a reasonable expense, and that when a grist mill shall have been erected they the said Robert Irwin Jr. Charles A. Grignon and Albert G. Ellis will grind all the grain required as aforesaid, And that the said Robert Irwin Jr. Charles A. Grignon and Albert G. Ellis their heirs and assigns will deliver annually to the Menominie Indians at the Mill site aforesaid in the month of September for the space of Eight years, the following articles, to wit, ten pounds of powder, thirty pounds of lead, fifty flints, twenty five pounds of tobacco, one hundred pipes and two barrels of flour; the first payment to be made in the month of September ensuing the date, at which a Saw mill may be put in operation on the site aforesaid —

The parties hereto, do further covenant and agree that the said Albert G. Ellis, Robert Irwin Jr. and Charles A. Grignon their heirs and assigns will at any time yield quiet and peaceable possession of the land and premises aforesaid, when required so to do by an authorised officer of the United States Government—

In testimony whereof we have hereunto set our hands and seals at Green Bay this fourth day of July in the year of our Lord one thousand eight hundred and thirty two.

Signed, sealed & delivered in presence of

Henry S. Baird

Robert Irwin Jr. Ls

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A. G. Ellis Ls

Charles A. Grignon Ls

S.C. Stambaugh Ls

Approved January 17 th 1833.

G. Boyd. U.S. Ind. Agent.

Indorsed: "Recorded on the 17th day of January A. D 1833, at 1 o'clock P.M. AlexaderJ. Irwin. Register."

[Brown Co. Deeds, B: 394.]

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A MILL SITE AT DOTY'S ISLAND.

Whereas it appears by a certain instrument of writing signed by the principal chiefs of the Menominee nation of Indians bearing date the 15 th day of August A. D 1831, that permission has been granted by said nation to James D Doty of Green Bay to erect mills and occupy a certain Island¹ which lies in the mouth of Fox River or Winnebago Lake, and also to cut and use timber in the vicinity on the main land necessary for the erection of such mills and dwelling house which may be required by the said Ja s D Dory his heirs or assigns, as well as for the supply and lumbering of said mills, as will more fully and at large appear reference being had to the said instrument in writing; and whereas it also appears by a letter from the War Department dated September 8 1831 that the aforesaid grant or permission by the Menomonee chiefs to James D Doty has been approved of by the Secretary of War, with this condition in addition to those prescribed by the Indians to be embraced in the bond to be required of said Doty for the due observance of the same: viz: "that the land to be occupied by said Doty under the permission granted to him by

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the Menomonees are to be held by him subject to the will of the government, and that he is at any time to yield quiet possession to the United States whenever required by an authorized officer of the government, and the Secretary of War further directs—that the acting agent of Indian affairs at Green Bay draw a bond in the usual form conditioned for the observance of all the conditions above stated, and after it has been executed by the said Doty and approved by the said agent the original shall be recorded in the Registers office of Brown County, before it is forwarded to the Department: Now be it known that I the above named James D. Doty, do hereby covenant and agree for myself, my heirs and assigns to & with the government of the United States, that I will perform all the duties and

1 Later, called Doty's Island, on which the cities of Neenah and Menasha now touch boundaries.— Ed.

15 comply with all the conditions and stipulations required by the grant of the Menomonee chiefs aforesaid, viz: that after a grist and saw mill shall have been erected, the said James D. Doty or his assigns shall do all the grinding and sawing required for the proper use of the Menomonee Nation, and the Government of the United States, by any person duly authorised: at a reasonable price and without unnecessary delay; and also that the said James D. Doty shall not commit any unnecessary waste of timber in the neighborhood of said mills, within the boundary he may be directed to occupy either for the purpose of lumbering or agriculture; and that his heirs or assigns shall give immediate and quiet possession of the same to the government of the U. States for the violation given of the aforesaid stipulations.

And I the said James D. Doty do hereby further covenant promise and agree, for myself, my heirs and assigns, "that I will at any time yield quiet possession of the land and premises aforesaid when required by authorized officers of the Government.

In testimony whereof I have hereunto set my hand and seal this nineteenth day of July one thousand eight hundred and thirty two—

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James Duane Doty

Witness present, Daniel Whitney

The above instrument is hereby approved by me G. Boyd , U.S. Ind. Agt.

The within and foregoing bond or acknowledgement was executed by James D. Doty in my presence and is hereby approved

George Boyd Indian Agent

Green Bay Agency July 19th, 1832

Indorsed: "Recorded on Thursday 20th July A D 1832. Sam I Irwin . Dept Regst"

[Brown Co. Deeds, B: 368.]

16

A MILL SITE ON THE WEST SHORE OF GREEN BAY.

United States to John P. Arndt Lease from Menominie Indians

Whereas our Great Father the President of the United States, has, for the benefit of his red children of the Menominie Nation directed, that a Grist and saw mill, be erected in our neighborhood and has given permission to John P. Arndt,¹ to do the same upon conditions hereinafter mentioned and of which we do highly approve, now therefore, Know all men by these presents, that we Oaskash alias "the Claw" Oh-ke-me-ne-shaw alias "Great Wave" Sthai-ki-tok alias "Scare all," chiefs of the Menominie Nation of Indians residing in the vicinity of Green Bay, Territory of Michigan in order to facilitate the object of erecting a grist & saw mill as aforesaid do give permission to the said John P. Arndt his heirs and assigns, to erect occupy and improve said Grist and saw mills, and to cut and use any timber necessary either for building or sawing into lumber upon and adjacent to

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a creek or stream of water usually called *Paissacue* , situated about twenty miles from Fort Howard and on the west side of Green Bay to have and to hold the said mills, Mill seat, and all necessary privileges to carry on and keep in operation the same, subject to the pleasure of the United States Government with free access and egress without let or hindrance from the Menominee Nation so long as it shall be agreeable to our Great Father the President for the said John F. Arndt his heirs or assigns to occupy them as such.

1 Arndt, a Pennsylvania-German, arrived in Green Bay in 1823. He was the first ferryman there (1825), and for many years the leader of the French fur-trading element on the lower Fox River, Many amusing stories are told of him in Mrs. Kinzie's *Wau Bun*.— Ed.

To all which we do well and truly agree, upon the following conditions (viz) —I That the said John P. Arndt, his heirs and assigns shall yield immediate & quiet possession of said mills, with all their privileges to the United 17 States Government when it may be required: and that he will also saw any timber which may be required for the public service upon reasonable terms.

II That the said John P. Arndt his heirs and assigns shall commit no unnecessary waste of timber.

III That the said John P. Arndt, his heirs and assigns shall furnish the Memoninie Nation with all the lumber they may want for their own proper use. and grind any grain they may want, at the said mills gratis.

IV That the said John P. Arndt his heirs and assigns shall pay annually to the Menominie Nation, on the first day of June the sum of fifteen dollars—

In testimony whereof we have hereunto set our hands and seals this twenty fifth day of August one thousand eight hundred & twenty six—In presence of

Hy. B. Brevoort Indian Agent, N. G. Bean

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A. G. Ellis Witness to the signature of the Claw Robert Irwin Jr Witness to the signature of the Great Wave

Oaskash X his X mark alias the Claw

Ok-ko-me-ne-chaw his X mark alias Great Wave

Sthai-ke-tok Alias scare all

Indorsed: "Received for record March 7, 1827. and recorded April 19th 1827. Henry S. Baird Notary Public"

Territory of Michigan

County of Brown Ss. I Henry S. Baird Notary Public in and for the County & Territory aforesaid do, L.S. hereby certify that the above and foregoing is a true copy from my record as such Notary Public—

In testimony whereof I have hereunto set my hand and affixed my notarial seal at Green Bay the twenty second day of January A.D. 1833.

Henry S. Baird Notary Pub. M. Ty.

Indorsed: "Recorded on the 22d day of January A D. 1833, at 12 o'clock M. Alexander J. Irwin Register."

[Brown Co. Deeds, B: 395–397] 3

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A MILL SITE ON THE WAUBUNKEESIPPE RIVER

[A draft.]

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We the undersigned Chiefs and principal men of the Menomonee Nation of Indians do hereby give grant and confirm unto John Lawe,¹ Louis Grignon and Augustin Grignon of Green Bay in the County of Brown and Territory of Michigan, the right, power and privilege of entering upon, & taking possession of a certain portions of our Indian territory lying on the borders of Wau-bun-kee Sippe or white wing River (so called) in said Territory, for the purpose of Selecting a Suitable Scite for the erection of a Saw Mill. And we do hereby grant unto them our full and free consent & permission to erect & complete a Saw Mill on Said Stream at Such place as they may hereafter Select & designate; and to cut timber Sufficient for the erection of the Same, and when the Same Shall be completed; to cut timber trees on our said Lands sufficient to supply said Mill with logs, and for all necessary purposes in the carrying on of the Same; without interruption or molestation from any of our said tribe for the term of twelve years, and upon the same consideration that a Similar grant was made to Powell & Grignon upon Wolf River: And we do further grant unto the Said Lawe, Augustin & Louis Grignon the right and privilege of building a dam across said river if the same shall be necessary—& to build such houses & out houses in the vicinity of the Mill as they shall think proper. And we do hereby express our wish and request that the Indian Agent at Green Bay, the Superintendent at Detroit, and the Secretary, at War, will approve and Sanction the Grant and privileges above set forth; and confirm the Same unto the said John Lawe, Louis Grignon, and Augustin Grignon as full and ample a Manner as such grant are usually confirmed

¹ Lawe, whose father was an English officer, was a nephew of Jacob Franks, and when sixteen years of age (1797) was introduced to Green Bay by his uncle. He became one of the most influential men in the valley of the lower Fox.—E d.

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In Witness whereof we have hereunto subscribed our names at Green Bay this 7th day of August in the year of our Lord 1835

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Witnesses

Osh Kush

Yah- his Mith mark -Taw

Sou nin nee

Peag tham

Toh ne quay

Ne caum nau qu om

Amable

Keecaum Mekishin

Paish-cau wet

Mow way say

Oge Man shay

[Boyd, IV: 110.]

A LAND GRANT TO CHARLES GRIGNON.

[A draft.]

We, the chiefs and principal men of the Menomonee Nation of Indians, in consideration of the many services rendered unto us by Charles Grignon Senior, of Green Bay in the Territory of Michigan, and in consideration of divers credits, debts, dues, and demands, now due and owing unto the said Charles Grignon Sen r . from numerous individuals of

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our said Tribe for goods wares and merchandize sold by said Grignon to said individuals in the course of trade with us in which he has been constantly engaged for a period of more than twenty five years; and further, we being desirous of making provision for him and his family who are connected with us by intermarriage, and of securing to him the means of a comfortable subsistence in his old age, upon the lands reserved to us exclusively, and in such manner and form that he may not hereafter be disturbed, removed or interrupted, do hereby give, & grant unto the said Charles Grignon Senior and to his heirs now living the 20 right power, and privilege of entering upon, taking possession and holding for his own proper use and benefit, small parcel of land situate on Winnebago Lake between the Rapids of Fox river and the Grand Butte des Morts, not to exceed in quantity one half section of land, to be selected and designated by said Charles, and reserved to him forever. And we do hereby request the Agent at Green Bay and the Superintendent of the Indian Department and the President of the United States to consent to and approve of the same, by such other acts and confirmations as shall permanently secure the said tract unto the said Grignon and his heirs.

In witness whereof we have hereunto set our Marks at the Little Butte des Morts, in said Territory this day of October in the year 1835

In presence of

[G. L. P, LIX, 58.]

A TREATY WITH THE ONEIDAS.

Articles of a Treaty made and concluded at Duck Creek, Wisconsin Territory, September 16 th 1836, by John F. Schermerhorn Commissioner on the part of the United States and the Chiefs Head men and Warriors of the several Tribes of New York Indians whose names are hereunto subscribed and who are interested in the lands at Green Bay

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provided for them by the Menomenee Treaty of February 1831 and assented and agreed unto by the New York Indians October 27, 1832.

Article First . The several Tribes of New York Indians the names of whose chiefs and representatives are hereunto annexed, hereby cede, relinquish and convey to the United States all their right, title and interest to the Land secured to them at Green Bay by the Treaty aforesaid, excepting and reserving the following Tract on which a part 21 of them now reside Beginning at the south westerly corner of the French Grants at Green Bay and running thence southwardly to a point on a line to be run from Little Cacalin¹ parallel with the line of the French Grants and Six miles from Fox River, from thence on said parallel line northwardly Six miles, from thence eastwardly to a point on the Northeast line of the said Indian lands and being at right angles with the same.

1 Little Chute.—E d.

Article Second . The United States hereby stipulate and agree as an exchange for the above lands to convey by Patent from the President of the United States, as much Land in the Indian Territory west of the State of Missouri to the said New York Indians as *much land* ² as they have now ceded or hereafter may cede to the United States or to the State of New York and adjoining the northwardly line of the Lands of the Cherokees and Osages so as to included the lands to the waters of the south bank of the little Osage river if the same has not already been disposed of by the President of the United States to some other Tribe of Indians and in such case the New York Indians shall be permitted with the consent of the President of the United States to select their Lands in any other part of the Indian Territory aforesaid not already appropriated for other Indians. And if on the removal of the New York Indians it shall be found that they have not a sufficient quantity of land for their accommodation in the above Tract then the President of the United States shall add thereto as much more as he may, deem necessary The whole to be conveyed by Patent by the President of the United States according to the provisions of the Act of Congress of June 1830.

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2 Repetition of words in the document.—E d.

The United States in addition thereto agree to allow to the said Indians the sum of Three Hundred and Forty Thousand Dollars (340.000) out of which sum is hereby set apart Two Hundred and Fifty Thousand Dollars (250.000) for their removal and subsistence for one year after their arrival at their new homes And Fifty Thousand Dollars 22 as a School Fund and for the assistance of the aged infirm orphans which said sum shall be invested in some safe and productive Stocks in the State of New York and the interest thereof shall be applied annually for the objects specified among the New York Indians who shall have removed West of the Mississippi. Out of the above sum of Three Hundred and Forty Thousand Dollars the sum of Fifteen Hundred Dollars shall be allowed and paid to the Tuscarora Tribe; and the sum of Five Thousand Dollars to the St. Regis Tribe; and the sum of Three Thousand dollars to the Orchard party and the sum of Thirty Thousand five hundred dollars to the First Christian party of Oneida Indians settled at Green Bay as a remuneration for the monies expended and laid out by said Tribes and parties and for services rendered by their Chiefs and Agents in securing the Title to these lands and in removal to the same. The same to be apportioned and paid out to the several claimants by the chiefs and commissioner of the United States as may be deemed by them most equitable and just.

Article Third. If the New York Indians do not all remove to the Indian Territory to the lands provided for them by this Treaty as a permanent home within such reasonable time as the President may prescribe the balance of the amount set apart for their removal and subsistence as shall be unexpended at such time the President may dispose of for the benefit of the New York Indians who may have imigrated as he may deem best for their interest.

Article Fourth . It is hereby understood and agreed that whenever any of the Tribes of the New York Indians or any portion of them are willing and prepared to remove to the Lands provided for them in this Treaty and signify the same to the President of the United

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States that then the means for their removal and subsistence shall be furnished by the Government of the United States. And any chief conducting a party of not less than One Hundred souls shall be allowed Five Hundred Dollars for his services, and if in the opinion of the agent of the Tribe he be 23 judged competent to remove the party he shall be allowed at the rate of Twenty Dollars per head for each person belonging to his party and removed by him for their subsistence by the way. And if any Tribe or party so removing in the opinion of the Agent require a removing agent then one shall be appointed for that purpose. The emigrants will be permitted to commute their one year's subsistence for Thirty-three & one third Dollars in cash if they prefer it.

Article Fifth . Perpetual peace and friendship shall exist between the United States and the New York Indians or the Six Nations of the Ancient Iroquois confederacy, and the United States hereby guarantees to protect and defend them in the peaceful enjoyment of their new homes and hereby secure to them in said country the right to establish their own form of Government, appoint their own officers, administer their own laws, subject however to the Legislation of the Congress of the United States for regulating trade and intercourse with the Indians. The Land secured to them by Patent under this Treaty shall never be included without their consent within any State or Territory of this Union. They shall also be entitled, in all respects, to the same political, civil rights and privileges that are granted and secured by the United States to any of the several Tribes of Imigrant Indians residing and settled in the Indian Territory.

Article Six. The First Christian and Orchard parties of Oneida Nation of Indians being principally interested in the Tract reserved by the First Article of this Treaty it is stipulated on the part of the United States that no portion of the Land so reserved shall be conveyed or relinquished to the United States except by Treaty stipulation and by consent of the chiefs and representatives of the said First Christian and Orchard parties of the Oneida tribe who now reside on said reservation. And it is further stipulated and agreed that all

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removal from the State of New York by the New York Indians to Green Bay shall cease after the ratification of this Treaty.

Article Seventh. This Treaty after it has been ratified 24 and confirmed by the President and Senate of the United States shall be obligatory on the President of the United States and on the several Tribes of Indians the names of whose Chiefs & representatives are hereunto annexed.

In testimony whereof the said John F. Schermerhorn and the chiefs and representatives of the several Tribes of New York Indians have hereunto set their hands and seals the day & year above written.

In the Presence of

George Boyd U.S. Ind Agt.

John P. Arndt

Solomon Davis

M. L. Martin

A. G. Ellis

John Dana U.S. Interpreter

J.F. Schermerhorn

Henry X Powlis

Elijah X Scanandoa

Adam X Swamp

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Jacob X Cornelius

Neddy X Atsiqwot

Thomas X Lodwick

Cornelius X Stevens

Thomas X King

John X August

David X Williams

John X Cornelius

John X Cooper

Daniel Bread

James Cusick

William Mount Pleasant

Daniel X Peter

Eleazer Williams

Indorsed: "J. F. Schermerhorn's Treaty with the Oneida Indians at Duck Creek, Sept. 16, 1836."

[Boyd, V: 12.]