

SEC. 6. That the right to alter or amend or repeal this act is hereby expressly reserved.

Amendment, etc.

SEC. 7. That this act shall be null and void if actual construction of the bridge herein authorized be not commenced within one year and completed within three years from the date hereof.

Commencement and completion.

Approved, March 3, 1893.

CHAP. 202.—An act to amend rule seven, section forty-two hundred and thirty-three, Revised Statutes, relating to rules for preventing collisions on the water.

March 3, 1893.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That rule seven, section forty-two hundred and thirty-three, Revised Statutes, be, and the same is hereby, amended by adding in the last paragraph of that rule, after the word "ferryboats," and preceding the word "shall," a comma and the words "barges and canal boats when in tow of steam vessels," so as to read:

Navigation.
Rules for preventing collisions.
R. S. sec. 4233, p. 816, amended.

"The lights for ferryboats, barges and canal boats when in tow of steam vessels, shall be regulated by such rules as the Board of Super-
vising Inspectors of Steam Vessels shall prescribe."

Lights for barges and canal boats.

Approved, March 3, 1893.

CHAP. 203.—An act to ratify and confirm an agreement with the Kickapoo Indians in Oklahoma Territory, and to make appropriations for carrying the same into effect.

March 3, 1893.

Whereas, David H. Jerome, Alfred M. Wilson, and Warren G. Sayre, duly appointed commissioners on the part of the United States, did, on the ninth day of September, eighteen hundred and ninety-one, conclude an agreement with Kickapoo Indians in Oklahoma Territory, formerly a part of the Indian Territory, which said agreement is as follows:

Preamble.

"Articles of agreement made and entered into on the Kickapoo Reservation, in the Indian Territory, on the 21st. day of June, A. D. 1891, by and between David H. Jerome, Alfred M. Wilson, and Warren G. Sayre, Commissioners on the part of the United States, and the Kickapoo tribe of Indians, in the Indian Territory, and completed at the city of Washington, D. C., on this 9th day of September, A. D. 1891.

Agreement with Kickapoo Indians, Oklahoma Territory.

ARTICLE I.

Article I.

"The said Kickapoo tribe of Indians in the Indian Territory hereby cede, convey, transfer, and relinquish, forever and absolutely, without any reservation whatever, all their claim, title, and interest of every kind and character in and to the lands embraced in the following described tract of country in the Indian Territory, to wit:

Lands ceded absolutely.

"Commencing at the southwest corner of the Sac and Fox Reservation; thence north along the western boundary of said reservation to the Deep Fork of the Canadian River; thence up said Deep Fork to the point where it intersects the Indian Meridian; thence south along said Indian Meridian to the North Fork of the Canadian River; thence down said river to the place of beginning.

Description.

"ARTICLE II

Article II.

In consideration of the cession recited in the foregoing article, the United States agrees that in said tract of country there shall be allotted to each and every member, native and adopted, of said Kickapoo tribe of Indians in the Indian Territory, 80 acres of land to conform in boundary to the legal surveys of said land. Each and every member

Allotments in severalty.

of said tribe of Indians over the age of eighteen years shall have the right to select for himself or herself 80 acres of land to be held and owned in severalty; and that the father, or, if he be dead, the mother shall have the right to select a like amount of land, under the same restrictions, for each of his or her children under the age of eighteen years; and that the Commissioner of Indian Affairs, or some one appointed by him for the purpose, shall select a like amount of land, under the same restrictions, for each orphan child belonging to said tribe under the age of eighteen years.

Occupied land, etc. "It is hereby further expressly agreed that no person shall have the right to make his or her selection of land in any part of said tract of country that is now used or occupied, or that has, or may hereafter be, set apart for military, agency school, school farm, religious, town site, or other public uses, or in sections sixteen (16) and thirty-six (36) in each Congressional township; provided, in cases where any member of said tribe of Indians has heretofore made improvements upon, and now occupies and uses, a part of said sections sixteen (16) and thirty-six (36), such persons may make his or her selection, according to the legal subdivisions, so as to include his or her improvements. It is further agreed that wherever, in said tract of country, any one of said Indians has made improvements and now uses and occupies the land embracing such improvements, such Indian shall have the undisputed right to make his or her selection, to conform to legal subdivisions, however, so as to include such improvements.

Existing improvements on school sections, etc.

Article III.

ARTICLE III.

Limit of time for selections by Indians. "All allotments hereunder shall be selected within ninety days from the ratification of this agreement by the Congress of the United States, provided the Secretary of the Interior in his discretion may extend the time for making such selections; and should any Indian entitled to allotment hereunder fail or refuse to make his or her selection of land in such time, then the allotting agent in charge of said work of making such allotments, shall, within the next thirty (30) days after said time, make allotments to such Indians, which shall have the same force and effect as if the selections had been made by the Indians themselves.

Allotment by agent or failure to select.

Article IV.

ARTICLE IV.

Titles to be held in trust. "When said allotments of land shall have been selected and taken as aforesaid, and approved by the Secretary of the Interior, the titles thereto shall be held in trust for the benefit of the allottees, respectively, for a period of twenty-five (25) years, in the manner and to the extent provided for in the act of Congress entitled "An act to provide for the allotment of land in severalty to Indians on the various reservations, and to extend the protection of the laws of the United States and Territories over the Indians, and for other purposes." Approved February 8, 1887.

Vol. 24, p. 388.

Conveyance in fee. "And at the expiration of the said twenty-five (25) years the title thereto shall be conveyed in fee simple to the allottees or their heirs free from all incumbrances, provided the President may at the end of said period extend the time the land shall be so held, in accordance with the provisions of the above-recited act.

Article V.

ARTICLE V.

Per capita payment to tribe for lands ceded. "In addition to the allotments above provided for, and the other benefits to be received under the preceding articles, and as the only further consideration to be paid for the cession and relinquishment of title above recited, the United States agrees to pay the said Kickapoo Indians, to be distributed among them per capita, under the direction

of the Commissioner of Indian Affairs, for the improvement of their said allotments, and for other purposes for their benefit, the sum of sixty-four thousand and six hundred and fifty (\$64,650) dollars; provided, that the number of allotments of land provided for shall not exceed three hundred (300). But if the number of allotments shall exceed three hundred (300), then there shall be deducted from the said sum of sixty-four thousand and six hundred and fifty (\$64,650) dollars, the sum of fifty (\$50) dollars for each allotment in excess of the three hundred (300); provided, however, that should the Kickapoos elect to leave any or all of said money in the Treasury of the United States, it shall bear interest at the rate of five per cent per annum after the ratification by Congress of this contract.

Proviso.
Limit.
Number of allotments.

Indians may leave money in Treasury at interest.

ARTICLE VI.

Article VI.

“It is hereby further agreed that wherever, in this reservation, any religious society or other organization is now occupying any portion of said reservation for religious or educational work among the Indians the land so occupied may be allotted and confirmed to such society or organization, not however to exceed one hundred and sixty (160) acres of land to any one society or organization, so long as the same shall be so occupied and—used, and such land shall not be subject to homestead entry.

Land used for religious, etc., work reserved from entry.

ARTICLE VII.

Article VII.

“This agreement shall have effect whenever it shall be ratified by the Congress of the United States.

Effect.

“In witness whereof the said commissioners on the part of the United States have hereunto set their hands and the undersigned, members of the said tribe of Kickapoo Indians in the Indian Territory, have set their hands the day and year first above written.

Signatures of commissioners.

“DAVID H. JEROME,
“ALFRED M. WILSON,
WARREN G. SAYRE,

Commissioners on the part of the United States.

KICKAPOO VILLAGE, August 16, 1891.

“At a special council called to elect delegates to send to Washington to make deal with the Government about our homes, we give Oc qua Noc a Sey and Kee Soc cau mee waw, and John T. Hill full power and authority to deal with the Government or Commission, and they have full power to settle with them or the Government of the United States of America.

Authorization of Indian delegates.

Power of attorney.

“Hereunto we set our hands and seal.

Wape Mee Shay Waw, his x mark; Washe He Hoon, his x mark; Waw Patte Co Se Way, his x mark; Wah Mattee Qua P Yoka, his x mark; Pa Mee Thout, his x mark; No Kee Thow, his x mark; Ta Ke Kak Thoe, his x mark; Mee Re Aj Quaw, his x mark; The Ourouh Naugh, his x mark; The O Cann, his x mark; Wap Augh Noc A Sey, his x mark; Pay Ah Nough, his x mark; Chaugh Co Thow, his x mark; Fish A. Tame Augh, his x mark; No Ten Wa Attee, his x mark; May Soop Pattee Saut, his x mark; So Tea Naugh, his x mark; Panney Paw He Wah, his x mark; Tush Come Mee, his x mark; Pass Car U Taugh, his x mark; Ketch Tee Waw, his x mark; O Ke Maw Waw, his x mark; See No Som Mee, his x mark; Wap Pee Chee Ka Way, his x mark; West Sact To Sauth, his x mark; Mat Tanney, his x mark; Auch Chest Caw, his x mark; Chest Kee Augh, his x mark; May Say Qua Sheald, his x mark; Mau Kaugh The Sey, his x mark; Pee Quaa, his x mark; West Scoa Thay, his x mark; Kam Keney Nay, his x mark;

Signatures of delegates, etc.

Mass McCarmick, his x mark; So Puck A Waw, his x mark; Kee Wi Quar Kuck, his x mark; Young Ah Qua They, his x mark; Paugh Thee Sist Lugt, his x mark, Atch Ah Thee, his x mark; Pa Me Thought, his x mark, Wah Theim Augh, his x mark; Mautch E Nonine Augh, his x mark; Pene A Pan Thought, his x mark; Mack Aureyer, his x mark; Augh Paut thousepyeare, his x mark; Pat The Sathe, his x mark; Em Ne Statte, his x mark; E Cone Putt, his x mark; Nect Co Tau Quaw Paw, his x mark; Oka Matha Thou, his x mark; Waw Pee Pam, his x mark;

Witness:

JOSEPH WHIPPLE (his x mark).
JOHN T. HILL.

Certifications, etc.

John Whipple, special interpreter for Kickapoos, appointed by all of those that have signed this agreement is a member of the Kickapoo tribe of Indians.

I John T. Hill, hereby certify that I read and explained the foregoing power of attorney to Joseph Whipple, who understands well the English language, and he was made to fully understand the same; that I was requested by the Kickapoo tribe of Indians to prepare the power of attorney, and did so, and when I explained it to said Whipple he pretended to interpret it to said Indians, in full council assembled.

"Witness my hand at Washington D. C. this ninth day of September, 1891.

JOHN T. HILL.

I Joseph Whipple, hereby certify that I am a member of the Kickapoo tribe of Indians in the Indian Territory; that I speak and well understand the English language and the Kickapoo language, and that at a council of all the Kickapoos on the 16th. day of August, 1891, on this reservation I was chosen as interpreter; that John T. Hill prepared and explained to me the foregoing power of attorney, and when so explained I interpreted it to said Indians and they were made to fully understand the same as it was read and explained to me, and then they signed it; and I further certify that the Secretary of the Interior further advised and informed me what the paper contains, and he stated it as said Hill stated it to me and as I interpreted it to said Indians.

"Witness my hand at Washington, D. C., this ninth day of September, 1891.

JOSEPH WHIPPLE (his x mark).

Attest:

WM. F. RYAN.

Agreement to submit certain disputed points to decision of Secretary of Interior, etc.

We, the undersigned, commissioners on the part of the United States, and Ock-qua-noc-a-sey, Kish-o-com-me, and John T. Hill, authorized by the Kickapoo tribe of Indians in the Indian Territory, hereby agree with each other as follows:

"The United States commissioners aforesaid and the Kickapoos have agreed on terms of sale of their reservation, except the commissioners insist on the Indians taking lands in allotment, while the Indians insist in taking an equal amount of land as a diminished reservation, the title to be held in common.

"The tribe has executed a power of attorney authorizing the above named persons to make the contract with the Commissioners, but have directed them to do so at Washington. The Kickapoos so authorized insist on going to Washington to see the Secretary of the Interior, and submit to him their claim to have a diminished reservation held in common as aforesaid, and hereby agree with the United States Commission to abide his decision in the premises, and take their lands in common or in allotment as he shall direct, and further agree that at

Washington, they will sign a contract as the Secretary of the Interior may determine. This is agreed to on condition that the United States shall pay their expenses and subsist them to Washington and return.

“Done at Oklahoma City, Oklahoma Territory, this 29th day of August A. D. 1891.

DAVID H. JEROME,
WARREN G. SAYRE,
ALFRED M. WILSON,
U. S. Commissioners.
OCK QUA NO CASEY (his x mark)
KISH O CAM MEE (his x mark)
JOHN T. HILL.

Signatures.

Attest:
CHAS. S. KING.

“We, the undersigned, head men of the Kickapoo tribe of Indians in the Indian Territory, have had interpreted and fully explained to us the foregoing agreement, and we hereby, as representatives of said tribe, agree to the same and further certify that the power of attorney referred to was executed by the persons whose names are signed thereto and that they each understood its contents and meaning.

Certification.

“Witness our hands at Oklahoma City, Oklahoma Territory, this 29th, day of August, A. D. 1891.

WASH E HONE, his mark.
WA PA KO THE WAH, his mark.
NON NA QUA PE WAH, his mark.
QUA KEN NA HAH, his mark.
KISH AH TUN HUH, his mark.
JOSEPH WHIPPLE, his mark.

In presence of—
“CHAS. S. KING.

“DEPARTMENT OF THE INTERIOR,
Washington D. C.

“The Kickapoo tribe of Indians having agreed upon terms of sale of their reservation with the commissioners for the United States, except the commissioners insist on the Indians taking lands in allotment, while the Indians insist on taking an equal amount of land as a diminished reservation, the title to be held in common, and having further agreed to abide by the decision of the Secretary of the Interior in the premises, and that said lands shall be taken in common or in allotment as he shall direct, and that a contract shall be signed as he may determine:

Announcement of terms of agreement by the Secretary of the Interior.

“(All of which more fully appears by an agreement dated August 29th, 1891, and a power of attorney dated August 16th, 1891, hereunto annexed.)

Ante, p. 557.

Ante, p. 559.

And said question having been submitted to the Secretary by the commissioners in person and by said Indians, appearing by their delegates, Ock-qua-noc-a-sey, Kish-o-com-me, and John T Hill, and having been duly considered,

“Now, I, John W. Noble, Secretary of the Interior, and as said Secretary, do hereby decide that the Kickapoo Indians take their lands in allotment and not to be held in common, and I so direct.

Decision.

Lands to be taken in allotment.

“Let the contract, so far as the question submitted is involved, be signed in accordance with this decision.

“Done this ninth day of September, A. D. eighteen hundred and ninety one.

“JOHN W. NOBLE,
“Secretary of the Interior,

Signatures.

“Wape Mee Shay Waw, Washe He Hoon, Waw Patte Co Se Way, Wah Matte Qua P Yoka, Pa Mee Thout, No Kee Thow, Ta Kak Thee, Mee Re Aj Quaw, The Ourouh Naugh,

The O Cann, Wab Augh Noc A Sey, Pay Ah Nough, Chaugh Co Thow, Fish A Tame Augh, No Ten Wa Atte, May Scop Patte Saut, So Tea Naugh, Panney Paw He Wah, Tush Come Mee, Pass Car U Taugh, Ketch Tee Waw, O Ke Maw Waw, See No Som Mee, Wap Pee Chee Ka Way, West Sact to Sauth, Mat Tanney, Auch Chest Caw, Chest Kee Augh, May Say Qua Sheald, Mau Kaugh The Sey, Pee Quaa, West Scoa Thay, Kam Keney Nay, Mass McCarmick, So Puck A Waw, Kee Wi Quar Kuck, Young Ah Qua They, Paugh Thee Sist Lugt, Atch Ah Thee, Pa Me Thought, Wah Theim Augh, Mautch E Nonine Augh, Pene A Pan Thought, Mack Aureyer, Augh Paut Thousepyeare, Pat The Sathe, Em Ne Statte, E Cone Putt, Nect Co Tau Quaw Paw, Oka Matha Thou, Waw Pee Pam.

“By OC-QUA-NOC-A-SEY (his x mark),

“KEE-SO-COM-MEE (his x mark),

JOHN T. HILL,

“Attorneys in fact.

Ante, p. 557.

“(See power of attorney hereto attached.)

“Attest:

“WM F RYAN.

“SAC AND FOX INDIAN AGENCY

“Indian Territory.

Certification.

“I, Samuel L. Patrick, United States Indian agent at Sac and Fox Indian Agency, in the Indian Territory, hereby certify that the Kickapoo tribe of Indians is attached to said agency; that there are no complete rolls of the persons constituting said tribe of Indians, they have persistently refused to have or permit an enrollment to be made, but from all the information I can obtain I certify that the male adult population of said tribe is about fifty (50), but I am certain that it can not exceed sixty (60).

“Given under my hand, on the Kickapoo Reservation this 20th day of June, A. D. 1891.

“SAMUEL L. PATRICK, United States Indian Agent.

“I, Joseph Whipple, hereby certify that I am a member of the Kickapoo tribe of Indians, in the Indian Territory and was chosen by Oc-quanoc-a-sey and Kee sho-com-mee and the head men of said tribe as their interpreter; that I speak and understand well both the English and Kickapoo languages, but do not read or write; that I heard the foregoing contract read and explained by Warren G. Sayre, one of the commissioners on the part of the United States, and that I well understand it as it was explained by him. I further certify that I, at the time said Sayre so explained it, interpreted the same to said Indians, and they were made to fully understand the same.

Witness my hand at Washington D. C. this 9th day of September 1891.

“JOSEPH (his mark) WHIPPLE.

“Attest;

“WM. F. RYAN.

Therefore

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Confirmation of session.

That said agreement be, and the same hereby is, accepted, ratified, and confirmed,

Appropriation.

“That for the purpose of carrying into effect the provisions of the foregoing agreement there is hereby appropriated out of any moneys in the Treasury of the United States not otherwise appropriated the sum of sixty-four thousand six hundred and fifty dollars. And after first

Expenditure.

paying to John T. Hill the sum of five thousand one hundred and seventy-two dollars for services rendered said Kickapoo Indians and in discharge of a written contract made with said Indians and recommended by the Secretary of the Interior, the remainder to be expended for the use of said Indians as stipulated in said contract; Provided that should said Indians elect to leave any portion of said remaining balance in the Treasury, the amount so left shall bear interest at the rate of five per cent per annum." *Provided*, That none of the money or interest thereon, which is by the terms of said agreement to be paid to said Indians, shall be applied to the payment of any judgment that has been or may hereafter be rendered under the provisions of the act of Congress approved March third, eighteen hundred and ninety-one, entitled "An act to provide for the adjudication and payment of claims arising from Indian depredations."

John T. Hill.

Interest.
Proviso.
Restriction as to Indian depredation claims.

Vol. 26, p. 851.

SEC. 2. That for the purpose of making the allotments and payments provided for in said agreement, including the preparation of a complete roll of said Indians, the pay and expenses of a special agent, if the President thinks it necessary to appoint one for the purpose, and the necessary surveys or resurveys, there be, and hereby is, appropriated, out of any moneys in the Treasury not otherwise appropriated, the sum of five thousand dollars, or so much thereof as may be necessary.

Expenses of allotments, etc.

SEC. 3. That whenever any of the lands, acquired by this agreement shall, by operation of law or proclamation of the President of the United States, be open to settlement or entry, they shall be disposed of (except sections sixteen and thirty-six in each township thereof) to actual settlers only, under the provisions of the homestead and town-site laws (except section twenty-three hundred and one of the Revised Statutes of the United States, which shall not apply) : *Provided, however*, That each settler on said lands shall, before making a final proof and receiving a certificate of entry, pay to the United States for the land so taken by him, in addition to the fees provided by law, and within five years from the date of the first original entry, the sum of one dollar and fifty cents an acre, one-half of which shall be paid within two years; 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. Until said lands are opened to settlement by proclamation of the President of the United States, no person shall be permitted to enter upon or occupy any of said lands; and any person violating this provision shall never be permitted to make entry of any of said lands or acquire any title thereto: *Provided*, That any person having attempted to, but for any cause failed to acquire a title in fee under existing law, or who made entry under what is known as the commuted provision of the homestead law, shall be qualified to make homestead entry upon said lands.

Ceded lands open to settlement.

R.S., sec. 2301, p. 421.

Provisos.

Additional payment.

Soldiers' and sailors' homestead, etc.
R.S., secs. 2304, 2305, p. 422.

No settlement until proclamation made.

Violation.

Further qualification for homestead entry.

Approved, March 3, 1893.

CHAP. 204.—An act regulating the sale of intoxicating liquors in the District of Columbia.

March 3, 1893.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That no person shall sell, offer for sale, or keep for sale or traffic in, barter, or exchange for goods, in the District of Columbia, any intoxicating liquor, except as hereinafter provided; but this shall not apply to sales made by a person under a provision of law requiring him to sell personal property, nor to sales by the maker, brewer, or distiller thereof not to be drunk on the premises. Wherever the term "intoxicating liquors" is used in this act, it shall be deemed to include whisky, brandy, rum, gin, wine, ale, porter, beer, and all other fermented and distilled liquors.

District of Columbia
Regulations of sale of intoxicating liquors.

Meaning of "intoxicating liquors."