

**Agreement Drawn Up by**

**James A. Garfield,**

**Special Commissioner**

**Flathead Ind. Agency, Jocko Reservation**

**August 27<sup>th</sup>, 1872**

**Articles of Agreement** made this twenty-seventh day of August, A.D., One thousand, Eight Hundred and Seventy Two between James G. [sic] Garfield, Special Commissioner, authorized by the Secretary of the Interior, to carry into execution the provisions of the Act approved June 5<sup>th</sup>, 1872 for the removal of the Flathead and other Indians from the Bitter Root valley, of the first part, and Charlot, first Chief, and Arlee, second Chief, and Adolphe, third Chief, of the Flatheads, of the second part.

Witnesseth:

Whereas it was provided in the 11<sup>th</sup> Article of the Treaty concluded at Hell Gate, July 16, 1855, and ratified by the Senate, March 8<sup>th</sup>, 1859, between the United States and the Flathead, Kootenai and Pend d'Oreille Indians, that the President should cause the Bitter Root Valley above the Lolo Fork to be surveyed and examined, and if in his judgement it should be found better adapted to the wants of the Flathead tribe as a reservation for said tribe, it should be set apart and reserved – and

Whereas the President did on the 11<sup>th</sup> day of November, 1871, sign his order setting forth that the Bitter Root Valley had been carefully surveyed and examined in accordance with said treaty, and did declare the “it is therefore ordered that all Indians residing in said Bitter Root Valley be removed as soon as practicable to the Jocko Reservation, and that a just compensation be made for improvements made by them in the Bitter Root Valley, and

Whereas, the act of Congress above recited, approved June 5<sup>th</sup>, 1872 makes provision for such compensation. Therefore it is hereby agreed and covented by the parties to this instrument:

**First** – That the party of the first part shall cause to be erected Sixty good and substantial houses, twelve feet by sixteen each (if so large a number shall be needed for the accommodation of the tribe). Three of the said houses, viz: for the first, second and third chiefs of said tribe, to be double the size mentioned above. Said houses to be placed on such portion of the Jocko Reservation not already occupied by other Indians, as said Chiefs may select.

**Second** – that the Superintendent of Indian Affairs for Montana Territory, shall cause to be delivered to said Indians six hundred (600) bushels of wheat, the same to be ground, without cost to said Indians into flour, and delivered to them during the first year after their removal, together with such potatoes and other vegetables as can be spared from the Agency farm.

**Third** – that said Superintendent shall, as soon as practicable, cause suitable portions of land to be enclosed and broken up for said Indians, and shall furnish them with sufficient number of agricultural implements for the cultivation of their grounds.

**Fourth** – that in carrying out the foregoing agreement, as much as possible shall be done at the Agency by the employees of the government, and none of such labor, or materials or provisions furnished from the Agency shall be charged as money.

**Fifth** – the whole of the Five Thousand Dollars, in money, now in the hands of the said Superintendent, apportioned for the removal of said Indians, shall be paid to them in such form as their Chiefs shall determine, except such portion as is necessary expended in carrying out the preceding portions of this agreement.

**Sixth** – that there shall be paid to said tribe of Flathead Indians, the further sum of Fifty Thousand Dollars, as provided in the second section of the act above recited, to be paid in ten annual

installments in such manner and material as the President may direct – and no part of the payments herein promised shall in any way affect or modify the full right of said Indians to the payments and annuities now and hereafter due them under existing Treaties.

**Seventh** – It is understood and agreed that this contract shall in no way interfere with the rights of any member of the Flathead Tribe to take land in the Bitter Root Valley, under the 3 Section of the act above recited.

**Eighth** – And the party of the second part, hereby agree, that when the houses have been built, as provided in the first clause of this agreement, they will remove the Flathead tribe to said houses (except such as shall take land in the Bitter Root Valley in accordance with the 3<sup>rd</sup> Section of the act above recited) and will thereafter occupy the Jocko Reservation as their permanent home.

But nothing in this agreement shall deprive said Indians of their full right to hunt and fish in any Indian country where they are now entitled to hunt and fish under existing treaties. Nor shall anything in this agreement be so construed, as to deprive any of said Indians, so removing to the Jocko Reservation, from selling all their improvements in the Bitter Root Valley.

/s/ James A. Garfield  
Special Com. for the  
Removal of the Flatheads  
from the Bitter Root Valley

his

Arlee + Second Chief of Flatheads

mark

his

Adolphe + Third Chief-----

mark

Witnesses:

W. H. Clagett

G. A. Viall

D. G. Swaim

B. F. Potts, Governor

J. d’Aste

I certify that I interpreted fully and carefully the foregoing contract to three Chiefs of the Flatheads.

his

Witnesses to Signature

Baptiste + Robwanen

D. G. Swaim

mark

B. F. Potts, Governor

J. d’Aste