APPENDIX F – CULTURAL AND PALEONTOLOGICAL RESOURCES AND NATIVE AMERICAN TREATIES

USE CATEGORIES FOR MANAGEMENT OF CULTURAL RESOURCES SITES

BLM MANUAL SERIES 8110.4 - .43

.4 Categorizing as to Uses

Categorizing cultural resources according to their potential uses is the culmination of the identification process and the bridge to protection and utilization decisions. Use categories establish what needs to be protected, and when or how use should be authorized. All cultural resources have uses, but not all should be used in the same way. Cultural resources can be allocated to the various recognized use categories even before they are individually identified. The clear advantage in doing this is that it allows Field Office managers to know in advance how to respond to conflicts that arise between specific cultural resources and other land uses. Relative to the national Programmatic Agreement, categorizing resources to uses provides a mechanism for the Field Office manager and the SHPO to confer and concur on how to handle most routine cases of conflict in advance, enabling the Field Office manager to put decisions into effect in the most appropriate, and most timely manner.

.41 Allocations to Use Categories

Field Office managers shall allocate to appropriate use categories all cultural properties known and projected to occur in a plan area. Allocations are made in regional plans, local interdisciplinary plans, or project plans, as relevant and timely, and may be applied either to individual properties or to classes of similar properties. Appropriately qualified staff professionals recommend suitable uses for each cultural property or class of properties, considering the properties' characteristics, condition, setting, location, and accessibility, and especially their perceived values and potential uses. A cultural property may be allocated to more than one use category. When allocations have not been made in other planning decisions they should be made during the compliance process for land use authorizations, to allow Field Office managers to analyze needs and develop appropriate mitigation and treatment options. Allocations should be reevaluated and revised, as needed, when circumstances change or new data become available. Allocations should be consistent with historic context documents and State Historic Preservation Plans.

.42 Use Categories

A. Scientific Use. This category applies to any cultural property determined to be available for consideration as the subject of scientific or historical study at the present time, using currently available research techniques. Study includes methods that would result in the property's physical alteration or destruction. This category applies almost entirely to prehistoric and historic archaeological properties, where the method of use is generally archaeological excavation, controlled surface collection, and/or controlled recordation (data recovery). Recommendations to allocate individual properties to this use must be based on documentation of the kinds of data the property is thought to contain and the data's importance for pursuing specified research topics. Properties in this category need not be conserved in the face of a research or data recovery (mitigation) proposal that would make adequate and appropriate use of the property's research importance.

B. Conservation for Future Use. This category is reserved for any unusual cultural property which, because of scarcity, a research potential that surpasses the current state of the art, singular historic importance, cultural importance, architectural interest, or comparable reasons, is not currently available for consideration as the subject of scientific or historical study that would result in its physical alteration. A cultural property included in this category is deemed worthy of segregation from all other land or resource uses, including cultural resource uses that would threaten the maintenance of its present condition or setting, as pertinent, and will remain in this use category until specified provisions are met in the future.

C. Traditional Use. This category is to be applied to any cultural resource known to be perceived by a specified social and/or cultural group as important in maintaining the cultural identity, heritage, or well-being of the group. Cultural properties assigned to this category are to be managed in ways that recognize the importance ascribed to them and seek to accommodate their continuing traditional use.

D. Public use. This category may be applied to any cultural property found to be appropriate for use as an interpretive exhibit in place, or for related educational and recreational uses by members of the general public. The category may also be applied to buildings suitable for continued use or adaptive use, for example as staff housing or administrative facilities at a visitor contact or interpretive site, or as shelter along a cross-country ski trail.

E. Experimental Use. This category may be applied to a cultural property judged well-suited for controlled experimental study, to be conducted by BLM or others concerned with the techniques of managing cultural properties, which would result in the property's alteration, possibly including loss of integrity and destruction of physical elements. Committing cultural properties or the data they contain to loss must be justified in terms of specific information that would be gained and how it would aid in the management of other cultural properties. Experimental study should aim toward understanding the kinds and rates of natural or human-caused deterioration, testing the effectiveness of protection measures, or developing new research or interpretation methods and similar kinds of practical management information. It should not be applied to cultural properties with strong research potential, traditional cultural importance, or good public use potential, if it would significantly diminish those uses.

F. Discharged from Management. This category is assigned to cultural properties that have no remaining identifiable use. Most often these are prehistoric and historic archaeological properties, such as small surface scatters of artifacts or debris, whose limited research potential is effectively exhausted as soon as they have been documented. Also, more complex archaeological properties that have had their salient information collected and preserved through mitigation or research may be discharged from management, as should cultural properties destroyed by any natural event or human activity. Properties discharged from management remain in the inventory, but they are removed from further management attention and do not constrain other land uses. Particular classes of unrecorded cultural properties may be named and described in advance as dischargeable upon documentation, but specific cultural properties must be inspected in the field and recorded before they may be discharged from management.

.43 Relationship between Evaluation and Allocation

Cultural properties are evaluated with reference to National Register criteria for the purpose of assessing their historical values and their public significance. Such evaluations should be carefully considered when cultural properties are allocated to use categories and decisions are made regarding the appropriateness of National Register nomination and/or long-term preservation. Although preservation and nomination priorities must be weighed on a case-by-case basis, the following table can serve as a general guide to illustrate the relationship between National Register evaluation and allocation to use categories.

TABLE 8110-1.

Relationship Among Use Categories, National Register Eligibility, and Preservation/National Register Nomination

Cultural Resource Use Category	National Register Eligibility	Preservation/National Register Nomination
Scientific Use	Usually eligible	Long-term preservation not critical; medium National Register nomination priority.
Conservation for Future Use	Always eligible	Long-term preservation is required; highest nomination priority.
Traditional Use	May be eligible	Long-term preservation is desirable; nomination priority is determined in consultation with the appropriate cultural group(s).
Public Use	Usually eligible	Long-term preservation is desirable; high nomination priority.
Experimental Use	May be eligible	Long-term preservation not anticipated; low nomination priority.
Discharged from Management	Not eligible	Long-term preservation and management are not considerations; nomination is inappropriate.

INDIAN AFFAIRS: LAWS AND TREATIES
VOL. II, TREATIES

TREATY WITH THE BLACKFEET, 1855.

COMPILED AND EDITED BY CHARLES J. KAPPLER. WASHINGTON: GOVERNMENT PRINTING OFFICE, 1904.

Oct. 17, 1855. | 11 Stat., 657. | Ratified Apr. 15, 1856. | Proclaimed Apr. 25, 1856.

Articles of agreement and convention made and concluded at the council-ground on the Upper Missouri, near the mouth of the Judith River, in the Territory of Nebraska, this seventeenth day of October, in the year one thousand eight hundred and fifty-five, by and between A. Cumming and Isaac I. Stevens, commissioners duly appointed and authorized, on the part of the United States, and the undersigned chiefs, headmen, and delegates of the following nations and tribes of Indians, who occupy, for the purposes of hunting, the territory on the Upper Missouri and Yellowstone Rivers, and who have permanent homes as follows: East of the Rocky Mountains, the Blackfoot Nation, consisting of the Piegan, Blood, Blackfoot, and Gros Ventres tribes of Indians. West of the Rocky Mountains, the Flathead Nation, consisting of the Flathead, Upper Pend d'Oreille, and Kootenay tribes of Indians, and the Nez Percé tribe of Indians, the said chiefs, headmen and delegates, in behalf of and acting for said nations and tribes, and being duly authorized thereto by them.

ARTICLE 1.

Peace, friendship, and amity shall hereafter exist between the United States and the aforesaid nations and tribes of Indians, parties to this treaty, and the same shall be perpetual.

ARTICLE 2.

The aforesaid nations and tribes of Indians, parties to this treaty, do hereby jointly and severally covenant that peaceful relations shall likewise be maintained among themselves in future; and that they will abstain from all hostilities whatsoever against each other, and cultivate mutual good-will and friendship. And the nations and tribes aforesaid to furthermore jointly and severally covenant, that peaceful relations shall be maintained with and that they will abstain from all hostilities whatsoever, excepting in self-defense, against the following-named nations and tribes of Indians, to wit: the Crows, Assineboins, Crees, Snakes, Blackfeet, Sans Arcs, and Aunce-pa-pas bands of Sioux, and all other neighboring nations and tribes of Indians.

ARTICLE 3.

The Blackfoot Nation consent and agree that all that portion of the country recognized and defined by the treaty of Laramie as Blackfoot territory, lying within lines drawn from the Hell Gate or Medicine Rock Passes in the main range of the Rocky Mountains, in an easterly direction to the nearest source of the Muscle Shell River, thence to the mouth of Twenty-five Yard Creek, thence up the Yellowstone River to its northern source, and thence along the main range of the Rocky Mountains, in a northerly direction, to the point of beginning, shall be a common hunting-ground for ninety-nine years, where all the nations, tribes and bands of Indians, parties to this treaty, may enjoy equal and uninterrupted privileges of hunting, fishing and gathering fruit, grazing animals, curing meat and dressing robes. They further agree that they will not establish villages, or in any other way exercise exclusive rights within ten miles of the northern line of the common hunting-ground, and that the parties to this treaty may hunt on said northern boundary line and within ten miles thereof.

Provided, That the western Indians, parties to this treaty, may hunt on the trail leading down the Muscle Shell to the Yellowstone; the Muscle Shell River being the boundary separating the Blackfoot from the Crow territory.

And provided, That no nation, band, or tribe of Indians, parties to this treaty, nor any other Indians, shall be permitted to establish permanent settlements, or in any other way exercise, during the period above mentioned, exclusive rights or privileges within the limits of the above-described hunting-ground. And provided further, That the rights of the western Indians to a whole or a part of the common hunting-ground, derived from occupancy and possession, shall not be affected by this article, except so far as said rights may be determined by the treaty of Laramie.

ARTICLE 4.

The parties to this treaty agree and consent, that the tract of country lying within lines drawn from the Hell Gate or Medicine Rock Passes, in an easterly direction, to the nearest source of the Muscle Shell River, thence down said river to its mouth, thence down the channel of the Missouri River to the mouth of Milk River, thence due north to the forty-ninth parallel, thence due west on said parallel to the main range of the Rocky Mountains, and thence southerly along said range to the place of

beginning, shall be the territory of the Blackfoot Nation, over which said nation shall exercise exclusive control, excepting as may be otherwise provided in this treaty. Subject, however, to the provisions of the third article of this treaty, giving the right to hunt, and prohibiting the establishment of permanent villages and the exercise of any exclusive rights within ten miles of the northern line of the common hunting-ground, drawn from the nearest source of the Muscle Shell River to the Medicine Rock Passes, for the period of ninety-nine years. Provided also, That the Assiniboins shall have the right of hunting, in common with the Blackfeet, in the country lying between the aforesaid eastern boundary line, running from the mouth of Milk River to the forty-ninth parallel, and a line drawn from the left bank of the Missouri River, opposite the Round Butte north, to the forty-ninth parallel.

ARTICLE 5.

The parties to this treaty, residing west of the main range of the Rocky Mountains, agree and consent that they will not enter the common hunting ground, nor any part of the Blackfoot territory, or return home, by any pass in the main range of the Rocky Mountains to the north of the Hell Gate or Medicine Rock Passes. And they further agree that they will not hunt or otherwise disturb the game, when visiting the Blackfoot territory for trade or social intercourse.

ARTICLE 6.

The aforesaid nations and tribes of Indians, parties to this treaty, agree and consent to remain within their own respective countries, except when going to or from, or whilst hunting upon, the "common hunting ground," or when visiting each other for the purpose of trade or social intercourse.

ARTICLE 7.

The aforesaid nations and tribes of Indians agree that citizens of the United States may live in and pass unmolested through the countries respectively occupied and claimed by them. And the United States is hereby bound to protect said Indians against depredations and other unlawful acts which white men residing in or passing through their country may commit.

ARTICLE 8.

For the purpose of establishing travelling thoroughfares through their country, and the better to enable the President to execute the provisions of this treaty, the aforesaid nations and tribes do hereby consent and agree, that the United States may, within the countries respectively occupied and claimed by them, construct roads of every description; establish lines of telegraph and military posts; use materials of every description found in the Indian country; build houses for agencies, missions, schools, farms, shops, mills, stations, and for any other purpose for which they may be required, and permanently occupy as much land as may be necessary for the various purposes above enumerated, including the use of wood for fuel and land for grazing, and that the navigation of all lakes and streams shall be forever free to citizens of the United States.

ARTICLE 9.

In consideration of the foregoing agreements, stipulations, and cessions, and on condition of their faithful observance, the United States agree to expend, annually, for the Piegan, Blood, Blackfoot, and Gros Ventres tribes of Indians, constituting the Blackfoot Nation, in addition to the goods and provisions distributed at the time of signing the treaty, twenty thousand dollars, annually, for ten years, to be expended in such useful goods and provisions, and other articles, as the President, as his discretion, may from time to time determine; and the superintendent, or other proper officer, shall each year inform the President of the wishes of the Indians in relation thereto: Provided, however, That if, in the judgment of the President and Senate, this amount be deemed insufficient, it may be increased not to exceed the sum of thirty-five thousand dollars per year.

ARTICLE 10.

The United States further agree to expend annually, for the benefit of the aforesaid tribes of the Blackfoot Nation, a sum not exceeding fifteen thousand dollars annually, for ten years, in establishing and instructing them in agricultural and mechanical pursuits, and in educating their children, and in any other respect promoting their civilization and Christianization: Provided, however, That to accomplish the objects of this article, the President may, at his discretion, apply any or all the annuities provided for in this treaty: And provided, also, That the President may, at his discretion, determine in what proportions the said annuities shall be divided among the several tribes.

ARTICLE 11.

The aforesaid tribes acknowledge their dependence on the Government of the United States, and promise to be friendly with all citizens thereof, and to commit no depredations or other violence upon such citizens. And should any one or more violate this pledge, and the fact be proved to the satisfaction of the President, the property taken shall be returned, or, in default thereof, or if injured or destroyed, compensation may be made by the Government out of the annuities. The aforesaid tribes are hereby bound to deliver such offenders to the proper authorities for trial and punishment, and are held responsible, in their tribal capacity, to make reparation for depredations so committed.

Nor will they make war upon any other tribes, except in self-defense, but will submit all matter of difference, between themselves and other Indians, to the Government of the United States, through its agents, for

adjustment, and will abide thereby. And if any of the said Indians, parties to this treaty, commit depredations on any other Indians within the jurisdiction of the United States, the same rule shall prevail as that prescribed in this article in case of depredations against citizens. And the said tribes agree not to shelter or conceal offenders against the laws of the United States, but to deliver them up to the authorities for trial.

ARTICLE 12.

It is agreed and understood, by and between the parties to this treaty, that if any nation or tribe of Indians aforesaid, shall violate any of the agreements, obligations, or stipulations, herein contained, the United States may withhold, for such length of time as the President and Congress may determine, any portion or all of the annuities agreed to be paid to said nation or tribe under the ninth and tenth articles of this treaty.

ARTICLE 13.

The nations and tribes of Indians, parties to this treaty, desire to exclude from their country the use of ardent spirits or other intoxicating liquor, and to prevent their people from drinking the same. Therefore it is provided, that any Indian belonging to said tribes who is guilty of bringing such liquor into the Indian country, or who drinks liquor, may have his or her proportion of the annuities withheld from him or her, for such time as the President may determine.

ARTICLE 14.

The aforesaid nations and tribes of Indians, west of the Rocky Mountains, parties to this treaty, do agree, in consideration of the provisions already made for them in existing treaties, to accept the guarantees of the peaceful occupation of their hunting-grounds, east of the Rocky Mountains, and of remuneration for depredations made by the other tribes, pledged to be secured to them in this treaty out of the annuities of said tribes, in full compensation for the concessions which they, in common with the said tribes, have made in this treaty.

The Indians east of the mountains, parties to this treaty, likewise recognize and accept the guarantees of this treaty, in full compensation for the injuries or depredations which have been, or may be committed by the aforesaid tribes, west of the Rocky Mountains.

ARTICLE 15.

The annuities of the aforesaid tribes shall not be taken to pay the debts of individuals.

ARTICLE 16.

This treaty shall be obligatory upon the aforesaid nations and tribes of Indians, parties hereto, from the date hereof, and upon the United States as soon as the same shall be ratified by the President and Senate.

In testimony whereof the said A. Cumming and Isaac I. Stevens, commissioners on the part of the United States, and the undersigned chiefs, headmen, and delegates of the aforesaid nations and tribes of Indians, parties to this treaty, have hereunto set their hands and seals at the place and on the day and year hereinbefore written.

A. Cumming. [L. S.]

Isaac I. Stevens [L. S.]

CuI. Stevens [LS.

Piegans:

Nee-ti-nee, or "the only chief," now called the Lame Bull, his x mark. [L. S.]

Mountain Chief, his x mark. [L. S.]

Low Horn, his x mark. [L. S.]

Little Gray Head, his x mark. [L. S.]

Little Dog, his x mark. [L. S.]

Big Snake, his x mark. [L. S.]

The Skunk, his x mark. [L. S.]

The Bad Head, his x mark. [L. S.]

Kitch-eepone-istah, his x mark. [L. S.]

Middle Sitter, his x mark. [L. S.]

Bloods:

Onis-tay-say-nah-que-im, his x mark. [L. S.]

The Father of All Children, his x mark. [L. S.]

The Bull's Back Fat, his x mark. [L. S.]

Heavy Shield, his x mark. [L. S.]

Nah-tose-onistah, his x mark. [L. S.]

The Calf Shirt, his x mark. [L. S.]

Gros Ventres:,

Bear's Shirt, his x mark. [L. S.]

Little Soldier, his x mark. [L. S.]

Star Robe, his x mark. [L. S.]

Sitting Squaw, his x mark. [L. S.]

Weasel Horse, his x mark. [L. S.]

The Rider, his x mark. [L. S.]

Eagle Chief, his x mark. [L. S.]

Heap of Bears, his x mark. [L. S.]

Blackfeet:

The Three Bulls, his x mark. [L. S.]

The Old Kootomais, his x mark. [L. S.]

Pow-ah-que, his x mark. [L. S.]

Chief Rabbit Runner, his x mark. [L. S.]

Nez Percés:

Spotted Eagle, his x mark. [L. S.]

Looking Glass, his x mark. [L. S.]

The Three Feathers, his x mark. [L. S.]

Eagle from the Light, his x mark. [L. S.]

The Lone Bird, his x mark. [L. S.]

Ip-shun-nee-wus, his x mark. [L. S.]

Jason, his x mark. [L. S.]

Wat-ti-wat-ti-we-hinck, his x mark. [L. S.]

White Bird, his x mark. [L. S.]

Stabbing Man, his x mark. [L. S.]

Jesse, his x mark. [L. S.]

Plenty Bears, his x mark. [L. S.]

Flathead Nation:

Victor, his x mark. [L. S.]

Alexander, his x mark. [L. S.]

Moses, his x mark. [L. S.]

Big Canoe, his x mark. [L. S.]

Ambrose, his x mark. [L. S.]

Kootle-cha, his x mark. [L. S.]

Michelle, his x mark. [L. S.]

Francis, his x mark. [L. S.]

Vincent, his x mark. [L. S.]

Andrew, his x mark. [L. S.]

Adolphe, his x mark. [L. S.]

Thunder, his x mark. [L. S.]

Piegans:

Running Rabbit, his x mark, [L. S.]

Chief Bear, his x mark. [L. S.]

The Little White Buffalo, his x mark. [L. S.]

The Big Straw, his x mark. [L. S.]

Flathead:

Bear Track, his x mark. [L. S.]

Little Michelle, his x mark. [L. S.]

Palchinah, his x mark. [L. S.]

Bloods:

The Feather, his x mark. [L. S.]

The White Eagle, his x mark. [L. S.]

Executed in presence of—

James Doty, secretary.

Alfred J. Vaughan, jr.

E. Alw. Hatch, agent for Blackfeet.

Thomas Adams, special agent Flathead Nation.

R. H. Lansdale, Indian agent Flathead Nation.

W. H. Tappan, sub-agent for the Nez Percés.

Blackfoot interpreters:

James Bird,

A. Culbertson,

Benj. Deroche,

Flat Head interpreters:

Benj. Kiser, his x mark,

Witness, James Doty,

Gustavus Sohon,

Nez Percé interpreters:

W. Craig,

Delaware Jim, his x mark,

Witness, James Doty,

A Cree Chief (Broken Arm,) his mark.

Witness, James Doty.

A. J. Hoeekeorsg,

James Croke,

E. S. Wilson,

A. C. Jackson,

Charles Shucette, his x mark.

Christ. P. Higgins,

A. H. Robie,

S. S. Ford, jr.

TREATY WITH THE CROWS, 1868

COMPILED AND EDITED BY CHARLES J. KAPPLER. WASHINGTON: GOVERNMENT PRINTING OFFICE, 1904.

May 7, 1868. | 15 Stats., 649. | Ratified, July 25, 1868. | Proclaimed, Aug. 12, 1868.

Articles of a treaty made and concluded at Fort Laramie, Dakota Territory, on the seventh day of May, in the year of our Lord one thousand eight hundred and sixty-eight, by and between the undersigned commissioners on the part of the United States, and the undersigned chiefs and head-men of and representing the Crow Indians, they being duly authorized to act in the premises.

ARTICLE 1.

From this day forward peace between the parties to this treaty shall forever continue. The Government of the United States desires peace, and its honor is hereby pledged to keep it. The Indians desire peace and they hereby pledge their honor to maintain it. If bad men among the whites or among other people, subject to the authority of the United States, shall commit any wrong upon the person or property of the Indians, the United States will, upon proof made to the agent and forwarded to the Commissioner of Indian Affairs at Washington City, proceed at once to cause the offender to be arrested and punished according to the laws of the United States, and also reimburse the injured person for the loss sustained.

If bad men among the Indians shall commit a wrong or depredation upon the person or property of any one, white, black, or Indian, subject to the authority of the United States and at peace therewith, the Indians herein named solemnly agree that they will, on proof made to their agent and notice by him, deliver up the wrong-doer to the United States, to be tried and punished according to its laws; and in case they refuse willfully so to do the person injured shall be reimbursed for his loss from the annuities or other moneys due or to become due to them under this or other treaties made with the United States. And the President, on advising with the Commissioner of Indian Affairs, shall prescribe such rules and regulations for ascertaining damages under the provisions of this article as in his judgment may be proper. But no such damages shall be adjusted and paid until thoroughly examined and passed upon by the Commissioner of Indian Affairs, and no one sustaining loss while violating, or because of his violating, the provisions of this treaty or the laws of the United States shall be reimbursed therefore.

ARTICLE 2.

The United States agrees that the following district of country, to wit: commencing where the 107th degree of longitude west of Greenwich crosses the south boundary of Montana Territory; thence north along said 107th meridian to the mid-channel of the Yellowstone River; thence up said mid-channel of the Yellowstone to the point where it crosses the said southern boundary of Montana, being the 45th degree of north latitude; and thence east along said parallel of latitude to the place of beginning, shall be, and the same is, set apart for the absolute and undisturbed use and occupation of the Indians herein named, and for such other friendly tribes or individual Indians as from to time they may be willing, with the consent of the United States, to admit amongst them; and the United States now solemnly agrees that no persons, except those herein designated and authorized so to do, and except such officers, agents, and employees of the Government as may be authorized to enter upon Indian reservations in discharge of duties enjoined by law, shall ever be permitted to pass over, settle upon, or reside in the territory described in this article for the use of said Indians, and henceforth they will, and do hereby, relinquish all title, claims, or rights in and to any portion of the territory of the United States, except such as is embraced within the limits aforesaid.

ARTICLE 3.

The United States agrees, at its own proper expense, to construct on the south side of the Yellowstone, near Otter Creek, a warehouse or store-room for the use of the agent in storing goods belonging to the Indians, to cost not exceeding twenty-five hundred dollars; an agency-building for the residence of the agent, to cost not exceeding three thousand dollars; a residence for the physician, to cost not more than three thousand dollars; and five other buildings, for a carpenter, farmer, blacksmith, miller, and engineer, each to cost not exceeding two thousand dollars; also a school-house or mission-building, so soon as a sufficient number of children can be induced by the agent to attend school, which shall not cost exceeding twenty-five hundred dollars.

The United States agrees further to cause to be erected on said reservation, near the other buildings herein authorized, a good steam circular saw-mill, with a grist-mill and shingle-machine attached, the same to cost not exceeding eight thousand dollars.

ARTICLE 4.

The Indians herein named agree, when the agency-house and other buildings shall be constructed on the reservation named, they will make said reservation their permanent home, and they will make no permanent settlement elsewhere, but they shall have the right to hunt on the unoccupied lands of the United States so

long as game may be found thereon, and as long as peace subsists among the whites and Indians on the borders of the hunting districts.

ARTICLE 5.

The United States agrees that the agent for said Indians shall in the future make his home at the agency-building; that he shall reside among them, and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint, by and against the Indians, as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property, he shall cause the evidence to be taken in writing and forwarded, together with his finding, to the Commissioner of Indian Affairs, whose decision shall be binding on the parties to this treaty.

ARTICLE 6.

If any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract, when so selected, certified, and recorded in the "land book" as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it.

Any person over eighteen years of age, not being the head of a family, may in like manner select and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above directed.

For each tract of land so selected a certificate, containing a description thereof and the name of the person selecting it, with a certificate endorsed thereon that the same has been recorded, shall be delivered to the party entitled to it by the agent, after the same shall have been recorded by him in a book to be kept in his office, subject to inspection, which said book shall be known as the "Crow land book."

The President may at any time order a survey of the reservation, and, when so surveyed, Congress shall provide for protecting the rights of settlers in their improvements, and may fix the character of the title held by each. The United States may pass such laws on the subject of alienation and descent of property as between Indians, and on all subjects connected with the government of the Indians on said reservations and the internal police thereof, as may be thought proper.

ARTICLE 7.

In order to insure the civilization of the tribe entering into this treaty, the necessity of education is admitted, especially by such of them as are, or may be, settled on said agricultural reservation; and they therefore pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children, between said ages, who can be induced or compelled to attend school, a house shall be provided, and a teacher, competent to teach the elementary branches of an English education, shall be furnished, who will reside among said Indians, and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for twenty years.

ARTICLE 8.

When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seed and agricultural implements for the first year in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seed and implements as aforesaid in value twenty-five dollars per annum.

And it is further stipulated that such persons as commence farming shall receive instructions from the farmer herein provided for, and whenever more than one hundred persons shall enter upon the cultivation of the soil, a second blacksmith shall be provided, with such iron, steel, and other material as may be required.

ARTICLE 9.

In lieu of all sums of money or other annuities provided to be paid to the Indians herein named, under any and all treaties heretofore made with them, the United States agrees to deliver at the agency house, on the reservation herein provided for, on the first day of September of each year for thirty years, the following articles, to wit:

For each male person, over fourteen years of age, a suit of good substantial woolen clothing, consisting of coat, hat, pantaloons, flannel shirt, and a pair of woolen socks.

For each female, over twelve years of age, a flannel skirt, or the goods necessary to make it, a pair of woolen hose, twelve yards of calico, and twelve yards of cotton domestics.

For the boys and girls under the ages named, such flannel and cotton goods as may be needed to make each a suit as aforesaid, together with a pair of woollen hose for each.

And in order that the Commissioner of Indian Affairs may be able to estimate properly for the articles herein named, it shall be the duty of the agent, each year, to forward to him a full and exact census of the Indians, on which the estimate from year to year can be based.

And, in addition to the clothing herein named, the sum of ten dollars shall be annually appropriated for each Indian roaming, and twenty dollars for each Indian engaged in agriculture, for a period of ten years, to be used by the Secretary of the Interior in the purchase of such articles as, from time to time, the condition and necessities of the Indians may indicate to be proper. And if, at any time within the ten years, it shall appear that the amount of money needed for clothing, under this article, can be appropriated to better uses for the tribe herein named, Congress may, by law, change the appropriation to other purposes; but in no event shall the amount of this appropriation be withdrawn or discontinued for the period named.

And the President shall annually detail an officer of the Army to be present and attest the delivery of all the goods herein named to the Indians, and he shall inspect and report on the quantity and quality of the goods and the manner of their delivery; and it is expressly stipulated that each Indian over the age of four years, who shall have removed to and settled permanently upon said reservation, and complied with the stipulations of this treaty, shall be entitled to receive from the United States, for the period of four years after he shall have settled upon said reservation, one pound of meat and one pound of flour per day, provided the Indians cannot furnish their own subsistence at an earlier date. And it is further stipulated that the United States will furnish and deliver to each lodge of Indians, or family of persons legally incorporated with them, who shall remove to the reservation herein described, and commence farming, one good American cow and one good, well-broken pair of American oxen, within sixty days after such lodge or family shall have so settled upon said reservation.

ARTICLE 10.

The United States hereby agrees to furnish annually to the Indians the physician, teachers, carpenter, miller, engineer, farmer, and blacksmiths as herein contemplated, and that such appropriations shall be made from time to time, on the estimates of the Secretary of the Interior, as will be sufficient to employ such persons.

ARTICLE 11.

No treaty for the cession of any portion of the reservation herein described, which may be held in common, shall be of any force or validity as against the said Indians unless executed and signed by, at least, a majority of all the adult male Indians occupying or interested in the same, and no cession by the tribe shall be understood or construed in such a manner as to deprive, without his consent, any individual member of the tribe of his right to any tract of land selected by him as provided in Article 6 of this treaty.

ARTICLE 12.

It is agreed that the sum of five hundred dollars annually, for three years from the date when they commence to cultivate a farm, shall be expended in presents to the ten persons of said tribe who, in the judgment of the agent, may grow the most valuable crops for the respective year.

W. T. Sherman,
Lieutenant-General.

Wm. S. Harney,
Brevet Major-General and Peace Commissioner.

Alfred H. Terry,
Brevet Major-General.

C. C. Augur,
Brevet Major-General.

John B. Sanborn.

S. F. Tappan.

Ashton S. H. White, Secretary.

Che-ra-pee-ish-ka-te, Pretty Bull, his x mark. [SEAL.]

Chat-sta-he, Wolf Bow, his x mark. [SEAL.]

Ah-be-che-se, Mountain Tail, his x mark. [SEAL.]

Kam-ne-but-sa, Black Foot, his x mark. [SEAL.]

De-sal-ze-cho-se, White Horse, his x mark. [SEAL.]

Chin-ka-she-arache, Poor Elk, his x mark. [SEAL.]

E-sa-woor, Shot in the Jaw, his x mark. [SEAL.]

E-sha-chose, White Forehead, his x mark. [SEAL.]

—Roo-ka, Pounded Meat, his x mark. [SEAL.]

De-ka-ke-up-se, Bird in the Neck, his x mark. [SEAL.]

Me-na-che, The Swan, his x mark. [SEAL.]

Attest:

George B. Wills, phonographer.

John D. Howland.

Alex. Gardner.

David Knox.

Chas. Freeman.

Jas. C. O'Connor.

TREATY WITH THE SHOSHONI—NORTHWESTERN BANDS, 1863.

COMPILED AND EDITED BY CHARLES J. KAPPLER. WASHINGTON: GOVERNMENT PRINTING OFFICE, 1904.

JULY 30, 1863. | 13 STATS., 663. | RATIFIED MAR. 7, 1864 | PROCLAIMED JAN. 17, 1865.

Articles of agreement made at Box Elder, in Utah Territory, this thirtieth day of July, A. D. one thousand eight hundred and sixty-three, by and between the United States of America, represented by Brigadier-General P. Edward Connor, commanding the military district of Utah, and James Duane Doty, commissioner, and the northwestern bands of the Shoshonee Indians, represented by their chiefs and warriors:

ARTICLE 1.

It is agreed that friendly and amicable relations shall be re-established between the bands of the Shoshonee Nation, parties hereto, and the United States, and it is declared that a firm and perpetual peace shall be henceforth maintained between the said bands and the United States.

ARTICLE 2.

The treaty concluded at Fort Bridger on the 2nd day of July, 1863; between the United States and the Shoshonee Nation, being read and fully interpreted and explained to the said chiefs and warriors, they do hereby give their full and free assent to all of the provisions of said treaty, and the same are hereby adopted as a part of this agreement, and the same shall be binding upon the parties hereto.

ARTICLE 3.

In consideration of the stipulations in the preceding articles, the United States agree to increase the annuity to the Shoshonee Nation five thousand dollars, to be paid in the manner provided in said treaty. And the said northwestern bands hereby acknowledge to have received of the United States, at the signing of these articles, provisions and goods to the amount of two thousand dollars, to relieve their immediate necessities, the said bands having been reduced by the war to a state of utter destitution.

ARTICLE 4.

The country claimed by Pokatello, for himself and his people, is bounded on the west by Raft River and on the east by the Porteneuf Mountains.

ARTICLE 5.

Nothing herein contained shall be construed or taken to admit any other or greater title or interest in the lands embraced within the territories described in said treaty in said tribes or bands of Indians than existed in them upon the acquisition of said territories from Mexico by the laws thereof.

Done at Box Elder, this thirtieth day of July, A. D. 1863.

James Duane Doty,
Governor and acting superintendent of Indian affairs in Utah Territory.

P. Edw. Connor,
Brigadier-General U. S. Volunteers, commanding District of Utah.

Pokatello, his x mark, chief.

Toomontso, his x mark, chief.

Sanpitz, his x mark, chief.

Tosowitz, his x mark, chief.

Yahnoway, his x mark, chief.

Weerahsoop, his x mark, chief.

Pahragoosahd, his x mark, chief.

Tahkwetoonah, his x mark, chief.

Omashee, (John Pokatelloaposs brother,) his x mark, chief.

Witnesses:

Robt. Pollock, colonel Third Infantry, C. V.

M. G. Lewis, captain Third Infantry, C. V.

S. E. Jocelyn, first lieutenant Third Infantry, C. V.

Jos. A. Gebone, Indian interpreter.

John Barnard, jr., his x mark, special interpreter.

Willis H. Boothe, special interpreter.

Horace Wheat

TREATY WITH THE FLATHEADS, ETC., 1855.

JULY 16, 1855. | 12 STATS., 975. | RATIFIED MAR. 8, 1859. | PROCLAIMED APR. 18, 1859.

Articles of agreement and convention made and concluded at the treaty-ground at Hell Gate, in the Bitter Root Valley, this sixteenth day of July, in the year one thousand eight hundred and fifty-five, by and between Isaac I. Stevens, governor and superintendent of Indian affairs for the Territory of Washington, on the part of the United States, and the undersigned chiefs, head-men, and delegates of the confederated tribes of the Flathead, Kootenay, and Upper Pend d' Oreilles Indians, on behalf of and acting for said confederated tribes, and being duly authorized thereto by them. It being understood and agreed that the said confederated tribes do hereby constitute a nation, under the name of the Flathead Nation, with Victor, the head chief of the Fleathead tribe, as the head chief of the said nation, and that the several chiefs, head-men, and delegates, whose names are signed to this treaty, do hereby, in behalf of their respective tribes, recognise Victor as said head chief.

ARTICLE 1.

The said confederated tribe of Indians hereby cede, relinquish, and convey to the United States all their right, title, and interest in and to the country occupied or claimed by them, bounded and described as follows, to wit: Commencing on the main ridge of the Rocky Mountains at the forty-ninth (49th) parallel of latitude, thence westwardly on that parallel to the divide between the Flat-bow or Kootenay River and Clarke's Fork, thence southerly and southeasterly along said divide to the one hundred and fifteenth degree of longitude, (115°,) thence in a southwesterly direction to the divide between the sources of the St. Regis Borgia and the Coeur d' Alene Rivers, thence southeasterly and southerly along the main ridge of the Bitter Root Mountains to the divide between the head-waters of the Koos-koos-kee River and of the southwestern fork of the Bitter Root River, thence easterly along the divide separating the waters of the several tributaries of the Bitter Root River from the waters flowing into the Salmon and Snake Rivers to the main ridge of the Rocky Mountains, and thence northerly along said main ridge to the place of beginning.

ARTICLE 2.

There is, however, reserved from the lands above ceded, for the use and occupation of the said confederated tribes, and as a general Indian reservation, upon which may be placed other friendly tribes and bands of Indians of the Territory of Washington who may agree to be consolidated with the tribes parties to this treaty, under the common designation of the Flathead Nation, with Victor, head chief of the Flathead tribe, as the head chief of the nation, the tract of land included within the following boundaries, to wit:

Commencing at the source of the main branch of the Jocko River; thence along the divide separating the waters flowing into the Bitter Root River from those flowing into the Jocko to a point on Clarke's Fork between the Camash and Horse Prairies; thence northerly to, and along the divide bounding on the west the Flathead River, to a point due west from the point half way in latitude between the northern and southern extremities of the Flathead Lake; thence on a due east course to the divide whence the Crow, the Prune, the So-ni-el-em and the Jocko Rivers take their rise, and thence southerly along said divide to the place of beginning.

All which tract shall be set apart, and, so far as necessary, surveyed and marked out for the exclusive use and benefit of said confederated tribes as an Indian reservation. Nor shall any white man, excepting those in the employment of the Indian department, be permitted to reside upon the said reservation without permission of the confederated tribes, and the superintendent and agent. And the said confederated tribes agree to remove to and settle upon the same within one year after the ratification of this treaty. In the meantime it shall be lawful for them to reside upon any ground not in the actual claim and occupation of citizens of the United States, and upon any ground claimed or occupied, if with the permission of the owner or claimant.

Guaranteeing however the right to all citizens of the United States to enter upon and occupy as settlers any lands not actually occupied and cultivated by said Indians at this time, and not included in the reservation above named. And provided, That any substantial improvements heretofore made by any Indian, such as fields enclosed and cultivated and houses erected upon the lands hereby ceded, and which he may be compelled to abandon in consequence of this treaty, shall be valued under the direction of the President of the United States, and payment made therefore in money, or improvements of an equal value be made for said Indian upon the reservation; and no Indian will be required to abandon the improvements aforesaid, now occupied by him, until their value in money or improvements of an equal value shall be furnished him as aforesaid.

ARTICLE 3.

And provided, that if necessary for the public convenience roads may be run through the said reservation; and, on the other hand, the right of way with free access from the same to the nearest public highway is secured to them, as also the right in common with citizens of the United States to travel upon all public highways.

The exclusive right of taking fish in all the streams running through or bordering said reservation is further secured to said Indians; as also the right of taking fish at

all usual and accustomed places, in common with citizens of the Territory, and of erecting temporary buildings for curing; together with the privilege of hunting, gathering roots and berries, and pasturing their horses and cattle upon open and unclaimed land.

ARTICLE 4.

In consideration of the above cession, the United States agree to pay to the said confederated tribes of Indians, in addition to the goods and provisions distributed to them at the time of signing this treaty the sum of one hundred and twenty thousand dollars, in the following manner—that is to say: For the first year after the ratification hereof, thirty-six thousand dollars, to be expended under the direction of the President, in providing for their removal to the reservation, breaking up and fencing farms, building houses for them, and for such other objects as he may deem necessary. For the next four years, six thousand dollars each year; for the next five years, five thousand dollars each year; for the next five years, four thousand dollars each year; and for the next five years, three thousand dollars each year.

All which said sums of money shall be applied to the use and benefit of the said Indians, under the direction of the President of the United States, who may from time to time determine, at his discretion, upon what beneficial objects to expend the same for them, and the superintendent of Indian affairs, or other proper officer, shall each year inform the President of the wishes of the Indians in relation thereto.

ARTICLE 5.

The United States further agree to establish at suitable points within said reservation, within one year after the ratification hereof, an agricultural and industrial school, erecting the necessary buildings, keeping the same in repair, and providing it with furniture, books, and stationery, to be located at the agency, and to be free to the children of the said tribes, and to employ a suitable instructor or instructors. To furnish one blacksmith shop, to which shall be attached a tin and gun shop; one carpenter's shop; one wagon and plough-maker's shop; and to keep the same in repair, and furnished with the necessary tools. To employ two farmers, one blacksmith, one tinner, one gunsmith, one carpenter, one wagon and plough maker, for the instruction of the Indians in trades, and to assist them in the same. To erect one saw-mill and one flouring-mill, keeping the same in repair and furnished with the necessary tools and fixtures, and to employ two millers. To erect a hospital, keeping the same in repair, and provided with the necessary medicines and furniture, and to employ a physician; and to erect, keep in repair, and provide the necessary furniture the buildings required for the accommodation of said employees. The said buildings and establishments to be maintained and kept in repair as aforesaid, and the employees to be kept in service for the period of twenty years.

And in view of the fact that the head chiefs of the said confederated tribes of Indians are expected and will be called upon to perform many services of a public character, occupying much of their time, the United States further agree to pay to each of the Flathead, Kootenay, and Upper Pend d'Oreilles tribes five hundred dollars per year, for the term of twenty years after the ratification hereof, as a salary for such persons as the said confederated tribes may select to be their head chiefs, and to build for them at suitable points on the reservation a comfortable house, and properly furnish the same, and to plough and fence for each of them ten acres of land. The salary to be paid to, and the said houses to be occupied by, such head chiefs so long as they may be elected to that position by their tribes, and no longer. And all the expenditures and expenses contemplated in this article of this treaty shall be defrayed by the United States, and shall not be deducted from the annuities agreed to be paid to said tribes. Nor shall the cost of transporting the goods for the annity payments be a charge upon the annuities, but shall be defrayed by the United States.

ARTICLE 6.

The President may from time to time, at his discretion, cause the whole, or such portion of such reservation as he may think proper, to be surveyed into lots, and assign the same to such individuals or families of the said confederated tribes as are willing to avail themselves of the privilege, and will locate on the same as a permanent home, on the same terms and subject to the same regulations as are provided in the sixth article of the treaty with the Omahas, so far as the same may be applicable.

ARTICLE 7.

The annuities of the aforesaid confederated tribes of Indians shall not be taken to pay the debts of individuals.

ARTICLE 8.

The aforesaid confederated tribes of Indians acknowledge their dependence upon the Government of the United States, and promise to be friendly with all citizens thereof, and pledge themselves to commit no depredations upon the property of such citizens. And should any one or more of them violate this pledge, and the fact be satisfactorily proved before the agent, the property taken shall be returned, or, in default thereof, or if injured or destroyed, compensation may be made by the Government out of the annuities. Nor will they make war on any other tribe except in self-defence, but will submit all matters of difference between them and other Indians to the Government of the United States, or its agent, for decision, and abide thereby. And if any of the said Indians commit any depredations on any other Indians within the jurisdiction of the United States, the same rule shall prevail as that prescribed in this article, in case of depredations against citizens. And the said tribes agree not to shelter or conceal offenders against

the laws of the United States, but to deliver them up to the authorities for trial.

ARTICLE 9.

The said confederated tribes desire to exclude from their reservation the use of ardent spirits, and to prevent their people from drinking the same; and therefore it is provided that any Indian belonging to said confederated tribes of Indians who is guilty of bringing liquor into said reservation, or who drinks liquor, may have his or her proportion of the annuities withheld from him or her for such time as the President may determine.

ARTICLE 10.

The United States further agree to guaranty the exclusive use of the reservation provided for in this treaty, as against any claims which may be urged by the Hudson Bay Company under the provisions of the treaty between the United States and Great Britain of the fifteenth of June, eighteen hundred and forty-six, in consequence of the occupation of a trading-post on the Pru-in River by the servants of that company.

ARTICLE 11.

It is, moreover, provided that the Bitter Root Valley, above the Loo-lo Fork, shall be carefully surveyed and examined, and if it shall prove, in the judgment of the President, to be better adapted to the wants of the Flathead tribe than the general reservation provided for in this treaty, then such portions of it as may be necessary shall be set apart as a separate reservation for the said tribe. No portion of the Bitter Root Valley, above the Loo-lo Fork, shall be opened to settlement until such examination is had and the decision of the President made known.

ARTICLE 12.

This treaty shall be obligatory upon the contracting parties as soon as the same shall be ratified by the President and Senate of the United States.

In testimony whereof, the said Isaac I. Stevens, governor and superintendent of Indian affairs for the Territory of Washington, and the undersigned head chiefs, chiefs and principal men of the Flathead, Kootenay, and Upper Pend d'Oreilles tribes of Indians, have hereunto set their hands and seals, at the place and on the day and year hereinbefore written.

Isaac I. Stevens, [L. S.]

Governor and Superintendent Indian Affairs W. T.

Victor, head chief of the Flathead Nation, his x mark. [L. S.]

Alexander, chief of the Upper Pend d'Oreilles, his x mark. [L. S.]

Michelle, chief of the Kootenays, his x mark. [L. S.]

Ambrose, his x mark. [L. S.]

Pah-soh, his x mark. [L. S.]

Bear Track, his x mark. [L. S.]

Adolphe, his x mark. [L. S.]

Thunder, his x mark. [L. S.]

Big Canoe, his x mark. [L. S.]

Kootel Chah, his x mark. [L. S.]

Paul, his x mark. [L. S.]

Andrew, his x mark. [L. S.]

Michelle, his x mark. [L. S.]

Battiste, his x mark. [L. S.]

Kootenays.

Gun Flint, his x mark. [L. S.]

Little Michelle, his x mark. [L. S.]

Paul See, his x mark. [L. S.]

Moses, his x mark. [L. S.]

James Doty, secretary.

R. H. Lansdale, Indian Agent.

W. H. Tappan, sub Indian Agent.

Henry R. Crosire,

Gustavus Sohon, Flathead Interpreter.

A. J. Hoecken, sp. mis.

William Craig.

TREATY OF FORT LARAMIE WITH SIOUX, ETC., 1851.

COMPILED AND EDITED BY CHARLES J. KAPPLER. WASHINGTON : GOVERNMENT PRINTING OFFICE, 1904.

Sept. 17, 1851. | 11 Stats., p. 749.

Articles of a treaty made and concluded at Fort Laramie, in the Indian Territory, between D. D. Mitchell, superintendent of Indian affairs, and Thomas Fitzpatrick, Indian agent, commissioners specially appointed and authorized by the President of the United States, of the first part, and the chiefs, headmen, and braves of the following Indian nations, residing south of the Missouri River, east of the Rocky Mountains, and north of the lines of Texas and New Mexico, viz, the Sioux or Dahcotahs, Cheyennes, Arrapahoes, Crows. Assinaboines, Gros-Ventre Mandans, and Arrickaras, parties of the second part, on the seventeenth day of September, A. D. one thousand eight hundred and fifty-one.[a]

ARTICLE 1.

The aforesaid nations, parties to this treaty. having assembled for the purpose of establishing and confirming peaceful relations amongst themselves, do hereby covenant and agree to abstain in future from all hostilities whatever against each other, to maintain good faith and friendship in all their mutual intercourse, and to make an effective and lasting peace.

ARTICLE 2.

The aforesaid nations do hereby recognize the right of the United States Government to establish roads, military and other posts, within their respective territories.

ARTICLE 3.

In consideration of the rights and privileges acknowledged in the preceding article, the United States bind themselves to protect the aforesaid Indian nations against the commission of all depredations by the people of the said United States, after the ratification of this treaty.

ARTICLE 4.

The aforesaid Indian nations do hereby agree and bind themselves to make restitution or satisfaction for any wrongs committed, after the ratification of this treaty, by any band or individual of their people, on the people of the United States, whilst lawfully residing in or passing through their respective territories.

ARTICLE 5.

The aforesaid Indian nations do hereby recognize and acknowledge the following tracts of country, included within the metes and boundaries hereinafter designated, as their respective territories, viz:

The territory of the Sioux or Dahcotah Nation, commencing the mouth of the White Earth River, on the Missouri River: thence in a southwesterly direction to the forks of the Platte River: thence up the north fork of the Platte River to a point known as the Red Bute, or where the road leaves the river; thence along the range of mountains known as the Black Hills, to the head-waters of Heart River; thence down Heart River to its mouth; and thence down the Missouri River to the place of beginning.

The territory of the Gros Ventre, Mandans, and Arrickaras Nations, commencing at the mouth of Heart River; thence up the Missouri River to the mouth of the Yellowstone River; thence up the Yellowstone River to the mouth of Powder River in a southeasterly direction, to the head-waters of the Little Missouri River; thence along the Black Hills to the head of Heart River, and thence down Heart River to the place of beginning.

The territory of the Assinaboin Nation, commencing at the mouth of Yellowstone River; thence up the Missouri River to the mouth of the Muscle-shell River; thence from the mouth of the Muscle-shell River in a southeasterly direction until it strikes the head-waters of Big Dry Creek; thence down that creek to where it empties into the Yellowstone River, nearly opposite the mouth of Powder River, and thence down the Yellowstone River to the place of beginning.

The territory of the Blackfoot Nation, commencing at the mouth of Muscle-shell River; thence up the Missouri River to its source; thence along the main range of the Rocky Mountains, in a southerly direction, to the head-waters of the northern source of the Yellowstone River; thence down the Yellowstone River to the mouth of Twenty-five Yard Creek; thence across to the head-waters of the Muscle-shell River, and thence down the Muscle-shell River to the place of beginning.

The territory of the Crow Nation, commencing at the mouth of Powder River on the Yellowstone; thence up Powder River to its source; thence along the main range of the Black Hills and Wind River Mountains to the

[a]This treaty as signed was ratified by the Senate with an amendment changing the annuity in Article 7 from fifty to ten years, subject to acceptance by the tribes. Assent of all tribes except the Crows was procured (see Upper Platte C., 570, 1853, Indian Office) and in subsequent agreements this treaty has been recognized as in force (see post p. 776).

head-waters of the Yellowstone River; thence down the Yellowstone River to the mouth of Twenty-five Yard Creek; thence to the head waters of the Muscle-shell River; thence down the Muscle-shell River to its mouth; thence to the head-waters of Big Dry Creek, and thence to its mouth.

The territory of the Cheyennes and Arrapahoes, commencing at the Red Bute, or the place where the road leaves the north fork of the Platte River; thence up the north fork of the Platte River to its source; thence along the main range of the Rocky Mountains to the head-waters of the Arkansas River; thence down the Arkansas River to the crossing of the Santa Fé road; thence in a northwesterly direction to the forks of the Platte River, and thence up the Platte River to the place of beginning.

It is, however, understood that, in making this recognition and acknowledgement, the aforesaid Indian nations do not hereby abandon or prejudice any rights or claims they may have to other lands; and further, that they do not surrender the privilege of hunting, fishing, or passing over any of the tracts of country heretofore described.

ARTICLE 6.

The parties to the second part of this treaty having selected principals or head-chiefs for their respective nations, through whom all national business will hereafter be conducted, do hereby bind themselves to sustain said chiefs and their successors during good behavior.

ARTICLE 7.

In consideration of the treaty stipulations, and for the damages which have or may occur by reason thereof to the Indian nations, parties hereto, and for their maintenance and the improvement of their moral and social customs, the United States bind themselves to deliver to the said Indian nations the sum of fifty thousand dollars per annum for the term of ten years, with the right to continue the same at the discretion of the President of the United States for a period not exceeding five years thereafter, in provisions, merchandise, domestic animals, and agricultural implements, in such proportions as may be deemed best adapted to their condition by the President of the United States, to be distributed in proportion to the population of the aforesaid Indian nations.

ARTICLE 8.

It is understood and agreed that should any of the Indian nations, parties to this treaty, violate any of the provisions thereof, the United States may withhold the whole or aportion of the annuities mentioned in the preceding article from the nation so offending, until, in the opinion of the President of the United States, proper satisfaction shall have been made.

In testimony whereof the said D. D. Mitchell and Thomas Fitzpatrick commissioners as aforesaid, and the chiefs, headmen, and braves, parties hereto, have set their hands and affixed their marks, on the day and at the place first above written.

D. D. Mitchell

Thomas Fitzpatrick

Commissioners.

Sioux:

Mah-toe-wha-you-whey, his x mark.

Mah-kah-toe-zah-zah, his x mark.

Bel-o-ton-kah-tan-ga, his x mark.

Nah-ka-pah-gi-gi, his x mark.

Mak-toe-sah-bi-chis, his x mark.

Meh-wha-tah-ni-hans-kah, his x mark.

Cheyennes:

Wah-ha-nis-satta, his x mark.

Voist-ti-toe-vetz, his x mark.

Nahk-ko-me-ien, his x mark.

Koh-kah-y-wh-cum-est, his x mark.

Arrapahoes:

Bè-ah-té-a-qui-sah, his x mark.

Neb-ni-bah-seh-it, his x mark.

Beh-kah-jay-beth-sah-es, his x mark.

Crows:

Arra-tu-ri-sash, his x mark.

Doh-chepit-seh-chi-es, his x mark.

Assinaboines:

Mah-toe-wit-ko, his x mark.

Toe-tah-ki-eh-nan, his x mark.

Mandans and Gros Ventres:

Nochk-pit-shi-toe-pish, his x mark.

She-oh-mant-ho, his x mark.

Arickarees:

Koun-hei-ti-shan, his x mark.

Bi-atch-tah-wetch, his x mark.

In the presence of—

A. B. Chambers, secretary.

S. Cooper, colonel, U. S. Army.

R. H. Chilton, captain, First Drags.

Thomas Duncan, captain, Mounted Riflemen.

Thos. G. Rhett, brevet captain R. M. R.

W. L. Elliott, first lieutenant R. M. R.

C. Campbell, interpreter for Sioux.

John S. Smith, interpreter for Cheyennes.

Robert Meldrum, interpreter for the Crows.

H. Culbertson, interpreter for Assiniboines and Gros Ventres.

Francois L'Etalie, interpreter for Arick arees.

John Pizelle, interpreter for the Arrapahoes.

B. Gratz Brown.

Robert Campbell.

Edmond F. Chouteau.

TREATY WITH THE SHOSHONI—NORTHWESTERN BANDS, 1863.

COMPILED AND EDITED BY CHARLES J. KAPPLER. WASHINGTON : GOVERNMENT PRINTING OFFICE, 1904

July 30, 1863. | 13 Stats., 663. | Ratified Mar. 7, 1864 | Proclaimed Jan. 17, 1865.

Articles of agreement made at Box Elder, in Utah Territory, this thirtieth day of July, A. D. one thousand eight hundred and sixty-three, by and between the United States of America, represented by Brigadier-General P. Edward Connor, commanding the military district of Utah, and James Duane Doty, commissioner, and the northwestern bands of the Shoshonee Indians, represented by their chiefs and warriors:

ARTICLE 1.

It is agreed that friendly and amicable relations shall be re-established between the bands of the Shoshonee Nation, parties hereto, and the United States, and it is declared that a firm and perpetual peace shall be henceforth maintained between the said bands and the United States.

ARTICLE 2.

The treaty concluded at Fort Bridger on the 2nd day of July, 1863; between the United States and the Shoshonee Nation, being read and fully interpreted and explained to the said chiefs and warriors, they do hereby give their full and free assent to all of the provisions of said treaty, and the same are hereby adopted as a part of this agreement, and the same shall be binding upon the parties hereto.

ARTICLE 3.

In consideration of the stipulations in the preceding articles, the United States agree to increase the annuity to the Shoshonee Nation five thousand dollars, to be paid in the manner provided in said treaty. And the said northwestern bands hereby acknowledge to have received of the United States, at the signing of these articles, provisions and goods to the amount of two thousand dollars, to relieve their immediate necessities, the said bands having been reduced by the war to a state of utter destitution.

ARTICLE 4.

The country claimed by Pokatello, for himself and his people, is bounded on the west by Raft River and on the east by the Porteneuf Mountains.

ARTICLE 5.

Nothing herein contained shall be construed or taken to admit any other or greater title or interest in the lands embraced within the territories described in said treaty in said tribes or bands of Indians than existed in them upon the acquisition of said territories from Mexico by the laws thereof.

Done at Box Elder, this thirtieth day of July, A. D. 1863.

James Duane Doty,
Governor and acting superintendent of Indian affairs in Utah Territory.

P. Edw. Connor,
Brigadier-General U. S. Volunteers, commanding District of Utah.

Pokatello, his x mark, chief.

Toomontso, his x mark, chief.

Sanpitz, his x mark, chief.

Tosowitz, his x mark, chief.

Yahnoway, his x mark, chief.

Weerahsoop, his x mark, chief.

Pahragoosahd, his x mark, chief.

Tahkwetoonah, his x mark, chief.

Omashee, (John Pokatelloaposs brother,) his x mark, chief.

Witnesses:

Robt. Pollock, colonel Third Infantry, C. V.

M. G. Lewis, captain Third Infantry, C. V.

S. E. Jocelyn, first lieutenant Third Infantry, C. V.

Jos. A. Gebone, Indian interpreter.

John Barnard, jr., his x mark, special interpreter.

Willis H. Boothe, special interpreter.

Horace Wheat.

PALEONTOLOGICAL RESOURCE MANAGEMENT

.01 Purpose

This Manual Section provides uniform policy and direction for the Bureau of Land Management's Paleontological Resource Management Program. This Manual Section is supplemented by Paleontological Resources Handbook 8270-1 (USDI-BLM 1998a). The Handbook contains detailed procedures and standards for implementing this Manual Section.

.02 Objectives

The overall objective of BLM's Paleontological Resource Management Program is to provide a consistent and comprehensive approach in all aspects relating to the management of paleontological resources including identification, evaluation, protection and use. The specific objectives of this program are to:

A. Locate, evaluate, manage and protect, where appropriate, paleontological resources on the public lands.

B. Facilitate the appropriate scientific, educational, and recreational uses of paleontological resources, such as research and interpretation.

C. Ensure that proposed land uses, initiated or authorized by BLM, do not inadvertently damage or destroy important paleontological resources on public lands.

D. Foster public awareness and appreciation of our Nation's rich paleontological heritage.

.03 Authority

BLM manages paleontological resources principally under the following authorities:

A. Federal Land Policy and Management Act of 1976 (P.L. 94-579) requires that the public lands be managed in a manner that protects the ". . . quality of scientific . . ." and other values. The Act also requires the public lands to be inventoried and provides that permits may be required for the use, occupancy and development of the public lands.

B. National Environmental Policy Act of 1969 (P.L. 91-190) requires that ". . . important historic, cultural and natural aspects of our national heritage . . ." be protected, and that ". . . a systematic, interdisciplinary approach which will insure the integrated use of the natural and social sciences . . . in planning and decision making. . . " be followed.

C. Title 43 C FR, Subpart 8365 addresses the collection of invertebrate fossils and, by administrative extension, fossil plants.

D. Title 43 CFR, Subpart 3622 addresses the free use collection of petrified wood as a mineral material for non-commercial purposes.

E. Title 43 CFR Subpart 3621 addresses collection of petrified wood for specimens exceeding 250 pounds in weight.

F. Title 43 CFR, Subpart 3610 addresses the sale of petrified wood as a mineral material for commercial purposes.

G. Title 43 CFR, Subparts 3802 and 3809 address protection of paleontological resources from operations authorized under the mining laws.

H. Title 43 CFR, Subpart 8200 addresses procedures and practices for the management of lands that have outstanding natural history values, such as fossils, which are of scientific interest.

I. Title 43 CFR, Subpart 1610.7-2 addresses the establishment of Areas of Critical Environmental Concern for the management and protection of significant natural resources, such as paleontological localities.

J Title 43 CFR Subpart 8364 addresses the use of closure or restriction of public lands to protect resources. Such closures or restrictions may be used to protect important fossil localities.

K. Title 43 CFR Subpart 8365.1-5 addresses the willful disturbance, removal and destruction of scientific resources or natural objects and 8360.0-7 identifies the penalties for such violations.

L. Title 36 CFR, Subpart 62 addresses procedures to identify, designate and recognize National Natural Landmarks, which include fossil areas.

M. 18 USC Section 641 addresses the unauthorized collection of fossils as a type of Government property.

N. Secretarial Order 3104 grants to BLM the authority to issue paleontological resource use permits for lands under its jurisdiction.

O. Onshore Oil and Gas Order No. 1 and 43 CFR Title 3162 provide for the protection of natural resources and other environmental concerns and can be used to protect paleontological resources where appropriate.

P. Offer to Lease and Lease for Oil and Gas Form 3100-11 provides for inventories and other short term studies to protect objects of scientific interest, such as significant fossil occurrences, and requires that operations conducted under oil and gas leases minimize adverse impacts to natural and cultural resources.

Q. Federal Cave Resources Protection Act of 1988 (P.L. 100-691) and Title 43 CFR Subpart 37 address

protection of significant caves and cave resources, including paleontological resources.

.04 Responsibility

A. The Director, through the Assistant Director, Renewable Resources and Planning, and the Group Manager, Cultural Heritage, Wilderness, Special Areas and Paleontology is responsible for overall direction, leadership and coordination of BLM's paleontology program. This is accomplished through the development of program policies, strategies, procedures and directives, and in coordination with other Headquarters Groups as appropriate. This responsibility also includes coordination with other Federal agencies and Departments at the National Headquarters level.

B. State Directors, within their respective geographical jurisdictions, are responsible for the implementation of Bureau policies respecting paleontological resources, and for monitoring and evaluating the effectiveness of the paleontology program within their State.

C. Field Office Managers are responsible for the local management and oversight of paleontological resources within their geographical jurisdictions by ensuring that Bureau policies are implemented and coordinated, and that established program technical standards are met.

D. Regional Paleontologists provide professional expertise in paleontology. They serve as program coordinators for all States in their respective regions, and as the program interface between field offices and the Washington Office. In some cases, the Regional Paleontologist also serves as the State Office Paleontologist.

E. Paleontology Program Contacts are responsible for working and coordinating with BLM Regional Paleontologists to assure implementation of paleontology program policies, identification and resolution of program needs, and to carry out other day-to-day activities associated with the management of paleontological resources. BLM State Offices and Field Offices shall identify such a paleontology program contact from their staff. While the Cultural Heritage Program is responsible for the providing base funding for paleontology, such office contacts may be selected from any disciplinary background, but should be chosen for their technical background in a related discipline, e.g. geology, biology, botany, archaeology, paleontological training, availability and their personal interest in supporting the goals of the paleontology program.

F. Other BLM staff are responsible within their normal duties for helping to ensure that the Bureau's goals for the management and protection of paleontological resources are met.

.05 References

A. Departmental Manual 411 DM 1-3, Policies and Standards for Managing Museum Collections, 1997.

B. Departmental Manual 516 DM, National Environmental Policy Act of 1969.

C. 44 L.D. 325, August 6, 1915, affirmed that fossils are not minerals within the meaning of the mining laws of the United States and are not locatable under such laws.

.06 Policy

A. The paleontological resources found on the public lands are recognized by the BLM as constituting a fragile and nonrenewable scientific record of the history of life on earth, and so represent an important and critical component of America's natural heritage. BLM will exercise stewardship of these resources as a part of its public land management responsibility. In meeting this responsibility, it shall be BLM's policy to:

1. Actively work with other Federal, State and Local Government Agencies, professional organizations, private landowners, educational institutions and other interested parties to enhance and further the Bureau's and the American public's needs and objectives for paleontological resources.

2. Consider paleontological resource management a distinct BLM program, to be given full and equal consideration in all its land use planning and decision making actions.

3. Maintain a staff of professional paleontologists to provide BLM decision makers with the most current and scientifically sound paleontological resource data and advice.

4. Mitigate adverse impacts to paleontological resources as necessary.

5. Facilitate appropriate public and scientific use of and interest in paleontological resources.

6. Utilize the additional skills and resources of the Bureau's recreation and minerals programs to develop and implement interpretation strategies and products to enhance public understanding, appreciation and enjoyment of paleontological resources.

7. Vigorously pursue the protection of paleontological resources from theft, destruction and other illegal or unauthorized uses.

8. Authorize land tenure adjustments, when appropriate, as means to protect paleontological localities.

.07 File and Records Maintenance

A. Paleontological locality information is non-public information listed under Category 3 of the Bureau's Record Access Category Listing and may be withheld if the following Freedom of Information Act (FOIA) exemptions apply.

1. Exemption 2 covers records related solely to the internal practices of an agency which are of a more substantial internal matter, the disclosure of which would risk circumvention of a legal requirement.

2. Exemption 3 provides for the withholding of information prohibited from disclosure by another statute. Paleontological resources located within significant caves, for example, are thus protected by the confidentially requirements of the Federal Cave Resources Protection Act.

3. Exemption 4 protects trade secrets and other privileged or confidential information. The release of paleontological locality information for areas where consultants or others, such as educational institutions, are permitted, for example, could severely jeopardize their work.

B. Locality data and reports associated with permits, mitigation work or other paleontology projects shall be maintained as permanent records.

.08 Relationships to other Bureau Programs

A. Resource Protection/Mitigation. All BLM programs that may have an adverse impact on paleontological resources through their actions or authorizations are responsible as benefiting activities for funding any necessary resource inventories, evaluations or other work needed to avoid or mitigate adverse impacts on paleontological resources.

B. Cultural Resources. In rare instances, paleontological resources may be found in association with cultural resources. Such occurrences fall under the provisions of the Archeological Resources Protection Act. In the event of such an occurrence, the authorized BLM Manager, in consultation with the State Office or Regional Paleontologist and the Cultural Resource Specialist will evaluate the discovery and determine an appropriate course of action that will safeguard both the paleontological and archaeological materials. The Cultural Resource Program also provides the Paleontological Resource Management Program with its linkage to the Bureau's budget system. Therefore, these program personnel are responsible for identifying and addressing funding needs for paleontology in the BLM's annual budget process.

C. Recreation. Paleontological resources have high public education and recreation values. Such values can be enhanced by publishing guides to selected collecting areas and developing interpretive trails. Working collaboratively, BLM Paleontologists and Recreation Specialists can develop responsible and outstanding recreational and educational opportunities involving paleontological resources that will enhance public understanding of fossils and the science of paleontology, and showcase BLM's stewardship role.

D. Minerals Management. Minerals management can have both positive and negative effects on paleontological resources. Mineral development, and related activities such as road building, can expose new fossil localities to scientific research or recreained in 43 CFR 3809 and 43 CFR 3162.5, as implemented and supplemented by Onshore Oil and Gas Order No. 1, provide means, where necessary, to protect paleontological resources which may be adversely impacted by mineral development. BLM geologists can also provide valuable assistance in helping identify fossil localities, and develop interpretive and educational material related to paleontology. Fossils are not locatable under the mining laws.

E. Land Use Planning and Environmental Review. The management of paleontological resources shall be guided by and be in accordance with approved BLM land use plans.

1. Paleontological resources constitute a fragile and non-renewable scientific record of the history of life on earth. Once damaged, destroyed, or improperly collected, their scientific and educational value may be greatly reduced or lost forever. In addition to their scientific, educational and recreational values, paleontological resources can be used to inform land managers about interrelationships between the biological and geological components of ecosystems over long periods of time. It is the policy of BLM, therefore, to manage paleontological resources for these values, and to mitigate adverse impacts to them. To accomplish this goal, paleontological resources must be professionally identified and evaluated. Their values should be adequately addressed and integrated fully into the Bureau's planning system and environmental analysis documents. Generally, considerable time, money and effort may be saved by considering paleontological data as early as possible in the decision making process.

2. Paleontological Data Collection and Analysis for Planning. Locating, evaluating and classifying paleontological resources, and developing management strategies for them, must be based on the best scientific information available. Paleontological expertise is necessary to help managers and decision makers resolve issues involving paleontological resources. Because paleontological expertise is scarce within BLM, State Office or Regional Paleontologists are available and should be called upon to provide direct assistance or to identify other appropriate sources of assistance. (Detailed procedures and standards for planning for paleontological resources are contained in Handbook 8270-1 Chapter II. (USDI-BLM 1998a))

3. Mitigation. Adverse impacts to paleontological resources shall be mitigated as necessary. Any field surveys and/or inventories intended to protect paleontological resources will be targeted to specific areas or be issue driven as needed. Unless other arrangements have been made by the local manager, project proponents shall bear all costs associated with this activity. In keeping with the historical policies adopted by the Department of the Interior and the BLM, these mitigation requirements apply primarily to vertebrate fossils. However, where noteworthy occurrences of invertebrate or plant fossils are known or

expected, the same planning and mitigation policies and procedures shall be followed. (See 8270-1 Handbook Chapter III for mitigation standards and procedures. (USDI-BLM 1998a))

.09 Paleontological Resource Use

The desired outcome of managing paleontological resources is to ensure their availability for scientific, educational and recreational uses. Such uses include collection, site interpretation, study and exhibition. Collection may or may not require a permit (See B. below). In cases where permits are required, the permitting process fulfills several important functions. Permits provide for the proactive management of paleontological resources by alerting managers to the presence of noteworthy occurrences of paleontological resources, their condition and vulnerability. When needed, permits facilitate research by qualified paleontologists and serve as a bridge for communication between land managers and researchers. The permitting process provides appropriate protection to other resources that may be impacted by permitted collecting activities, and provides a consistent administrative structure for BLM's management effort. An efficient and uniform permitting process is also essential to and consistent with BLM's customer-oriented focus.

A. A Paleontological Resource Use Permit is a land use authorization issued to a qualified applicant for the purpose of carrying out various paleontological activities, such as identification, survey, collection or excavation, on lands managed by BLM. Such permits are nonexclusive, noncompetitive, minimum impact permits, and are not subject to Notice of Realty Action, filing fees or cost reimbursement. State Offices are responsible for processing and issuing such permits in consultation with the appropriate Field Office and Regional Paleontologist.

B. Determining the need for a Paleontological Resource Use Permit

1. Invertebrate Fossils, Plant Fossils and Petrified Wood. In accordance with existing regulations, the public lands, except where otherwise posted or prohibited, are open for the collection of invertebrates, plant fossils and petrified wood. (See Section .03, Authority) Permits are not normally required for such collection. (See 8270-1 Handbook for collecting standards. (USDI-BLM 1998a)) However, in some situations, localities containing noteworthy occurrences of such fossils may be closed to collection except under permit. Such closures shall be established through the land use planning process, and shall be carried out in consultation with the BLM Regional Paleontologist.

2. Vertebrate Fossils. Unregulated collection of vertebrate fossils is not allowed in 43 CFR 8365.1-5. Therefore, permits are required for the collection of vertebrate fossils, including their trace fossils, such as trackways and coprolites. Refer to 8270-1 Handbook (USDI-BLM 1998a) for permit procedures.

C. BLM issues two types of Paleontological Resource Use Permits.

1. Survey and Limited Surface Collection Permits are issued to expedite broad ranging survey/reconnaissance work in order to identify vertebrate fossil localities for scientific research, inventory or planning purposes, or in advance of projects which may threaten such localities. Collection of material for carrying out locality (site) investigations and evaluation/characterization studies, and where the use of such small sites as temporary field work stations will be restored to their natural condition within the same work season, is allowed, providing that such activities can ordinarily be expected to result in only negligible surface disturbance, i.e., less than 1 square meter, and can be done with hand tools. Such non-destructive paleontological data collection, inventory, research or monitoring activities are generally deemed to meet the provisions of Chapters 2 and 6, Appendices 1 and 5 respectively, of Departmental MS 516, Categorical Exclusions.

2. Excavation Permits are issued for the collection of vertebrate fossils where surface disturbance exceeds the limits permissible for the survey and limited surface collection work stated in C.1 above.

D. Permit Administration. Permittee qualifications and other matters relating to the administration of Paleontological Resource Use Permits may be found in the 8270-1 Handbook Chapter IV (USDI-BLM 1998a).

E. Commercial Collection. BLM does not authorize the commercial use of fossils collected on public lands. Petrified Wood may be purchased as a mineral material under procedures described in 43 CFR Subpart 3610.

F. Paleontological Resources in Special Areas.

1. Wilderness and Wilderness Study Areas. Paleontological resources may be found in designated Wilderness or Wilderness Study Areas. Scientific research involving collection and removal of paleontological resources is not considered incompatible with the concept of wilderness preservation as provided for in Section 4(b) of the 1964 Wilderness Act. Additionally, paleontological resources are considered to be supplemental values, as provided for in Section 2(c) of the Act. The following provisions are recommended for addressing the management of paleontological resources in such areas:

a. The BLM will permit on a case-by-case basis the survey and limited surface collection of fossils by qualified paleontologists, where such resources have important scientific value. Such activities must be carried out in a manner that would not degrade the wilderness character.

b. The use of motorized transportation or mechanized equipment in a wilderness area is prohibited except when approved as the minimum tool necessary to accomplish the work. Such use must be approved by the State Director.

c. Salvage, excavation and collection of fossils may be done only on a case-by-case basis where the project will not degrade the overall wilderness character of the area and where such activity is needed to preserve paleontological resources.

2. Other Special Management Areas. A variety of Special Area designations may be available to enhance the management and/or protection of paleontological resources. Such designations include Research Natural Areas, National Natural Landmarks and Areas of Critical Environmental Concern. Such areas are established through the land use planning process and shall be done in consultation with the BLM Regional Paleontologists.

G. Collection Management. Fossils collected under a Paleontological Resources Use Permit remain the property of the Federal Government and shall be curated in an approved repository in conformance with the provisions of Departmental Manual 411. BLM managers shall select repositories which can appropriately maintain such collections from public lands and their associated records, and make this information available to BLM upon request. Repositories should be encouraged, if they have not already done so, to establish and maintain electronic databases of specimen, locality and other associated data.

H. Split Estate Lands. Split estate lands are those lands where title to the surface and mineral estate have been severed. Title to the different estates are often held by different parties. In many instances where the surface estate is not owned by the Federal Government, the mineral estate is, and is administered by the BLM. Paleontological resources are considered to be part of the surface estate. If BLM is going to approve an action involving the mineral estate that may affect the paleontological resources, the action should be conditioned with appropriate paleontological mitigation recommendations to protect the interests of the surface owner. In most States the owner may elect to waive these recommendations. Such a waiver shall be documented in the case file.