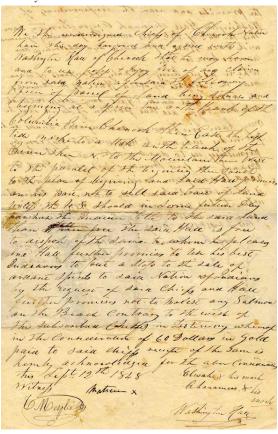
Document: Washington Hall Agreement with Chiefs of the Chenook Nation, September 12, 1848 & February 24, 1851

This document includes two separate agreements with the Lower Chinook, whose lands were occupied by the settler Washington Hall. Side one includes the first agreement, made nearly three years before the United States engaged in treaty making with the Chinook, but after the 1846 Oregon Treaty between the U.S. and Great Britain established U.S. territory south of the 49th parallel. Although the government had not yet extinguished title to Indian lands, the Oregon Provisional Government established a mechanism for filing land claims in anticipation of U.S. treaty-making. The second agreement was made just months before Anson Dart negotiated with the Chinook to cede large portions of Pacific County. Removing Washington Hall from the land was a key stipulation of the treaty; however, the treaty remained unratified and Hall and others settled on land that was never formally ceded to the United States.



Side 1, September 12, 1848

We the undersigned Chiefs of Chenook Nation have this day (bargained?) and agreed with Washington Hall of Chinook that he may have and to use poty (property) and enjoy free of any claims from said Nation of aforesaid the following piece of parcel of land being situate and beginning at a spruce tree on the Bank of the Columbia River Chenook then (Ease? East?) the high tide marker to a (mark?) on the bank of the River then N. to the Mountain, then west to the parallel of the beginning then south to the place of beginning and said Hall promises on his (son?) not to sell said tract of land unless the U.S. should in some future day purchase the Indian title to the said land then the said Hall is free to dispose of the same to whom he pleases and Hall further promises to use his best endeavors to put a stop to the sale of ardent spirits to said Nation of Indians by the request of said Chiefs and Hall further promises not to molest any salmon on the beach contrary to the wish of the subscribed chiefs in testimony whereof in the consideration of 60 dollars in gold paid to said chiefs receipt of the same is hereby acknowledged for the above consideration

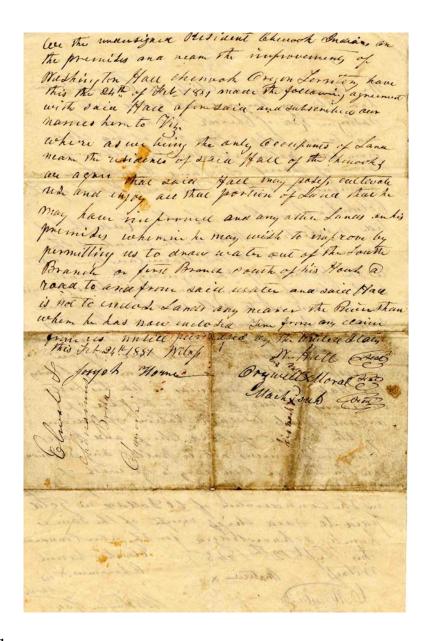
this sept. 12, 1848

Elwah X his mark Chanamus, X his mark

Witness Matseu, X T. Mesplie

Washington Hall

Lower Chinookan Community History Website, Center for Columbia River History, http://www.ccrh.org/comm/chinook/. These documents are available courtesy of the Oregon Historical Society, Mss 944, and were transcribed by Kayla Slovick and Donna Sinclair in 2011.



Side 2, February 24, 1851

We the undersigned resident Chenook Indians on the premises and (near?) the improvements of Washington Hall Chenook Oregon Territory have this the 24th of Feb, 1851 made the following agreement with said Hall aforesaid and subscribed our names to him to Viz.

Where as we being the only occupants of land near the residence of said Hall of the Chenooks are agree that said Hall may possess and cultivate use and enjoy all that portion of land that he may have improved and any other lands on his premises wherein he may wish to improve by permitting us to draw water out of the (Lower?) branch or first branch south of his house @ road to and from said water and said Hall is not to (include?) lands any nearer the River than where he has now (included?) (free?) from any claims from us unless purchased by the United States this Feb 24, 1851 Witness

Joseph (Name illegible - Brown or Lionnett?)

W. Hall (seal?)
Name (illegible)
Name (illegible)

Elwah Chenamus (Br...?)