

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.

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 paralel 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. 12th 1848
Witness Matseu X
Chanamus X his mark
Washington Hall his mark

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 paralel 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

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 here to Viz.
 Where as we being the only occupants of Land
 near the residence of said Hall of the Chenooks
 we agree that said Hall may possess 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 enclosed him from any claim
 from us unless purchased by the United States
 this Feb 24/1851 Witness
 Elwah
 Chenamus
 (Br...?)
 Joseph
 W. Hall
 Orquell Bellora
 Mack...

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...?)