

Jacob Cornelius and others and Edwin Hart. Agreement for building Saw Mills.
Headmen of the Orchard Party
(Doc N1)

ARTICLES OF AGREEMENT; made and concluded the eighteen day of May in the year of our lord one thousand eight hundred and thirty five, between Jacob Cornelius, Anthony John, Thomas Codorick, Honyus Smith and John Cooper, Chiefs and headmen of the Orchard Party of the Oneida Indians, residing on Duck Creek, County of Brown and Territory of Michigan of the first part , and Edwin Hart of Green Bay in said County of Brown of the second part, Witnesseth,

Firstly, That the said parties of the first part, for themselves, as Chiefs and Headmen of said Nation as aforesaid, and their successors, or assign; doth, hereby with the consent of the said nation in consideration of the ---- and agreements herein after mentioned, gr---, and give into the said party of the second part, his executor advisee --- and assigns, permission to ---- and build, a Saw Mill upon the said Duck Creek, within the settlement at present occupied by the said Orchard band of Oneida Indians, and upon the land secured to them by Treaty; and also to --- and build Dam across the said creek of sufficient dimensions for the uses and purposes of the said mill: Provided the said Mill and Dam, shall not cost more than One thousand Dollars. And the said parties of the first part, for themselves, and their successors and assign, doth further covenant and agree to and with the said party of the second part, his executors, administrators and assigns, that they the said parties of the first part shall and will, yearly and every year, furnish and deliver at the said mill, a sufficient quantity of good Pine and other saw logs and sawing timber, for the use and consumption of the said mill: also to permit and allow the said party of the second part to cut and use, from the land so lay them occupied, a sufficient quantity of timber for the construction and repair of the said Mill and Dam. Also they do give and allow unto the said party of the second part, permission to ---- and build, in the vicinity of said mill, a dwelling house, for the benefit of the person who shall attend said mill; together with the privilege of telling and cultivating sixteen acres of land; and of cutting and using timber and wood off of said lands, sufficient for the erection of said house, and firewood to be used therein and in said mill. Provided the said dwelling house shall not cost more than the sum of one hundred and twenty five dollars.

SECONDLY. The said Party of the second part, doth on his part covenant and agree, to and with the said parties of the first part, That he will at his own proper costs and charges erect and build a good and substantial Saw-Mill, Dan and Dwelling house, as aforesaid, and also during the ----- of this agreement, shall and will, keep and maintain the same in proper repair; and also that he will saw all the timber brought to said mill by any one of said nation provided the said mill is capable of sawing the same and deliver to those entitled to receive it, one equal half of the lumber ----- from he said timber.

And it is further covenanted and agreed by and between the said parties to these presents, that at any time after the expiration of the term of five year, form the date of these presents, the said Parties of the first part, or this successors or assigns, shall have the privilege and right of purchasing the said saw0mill; Dam and Dwelling house; of the said party of the second part: and the said party of the second part for himself, his executors, administrators or assigns doth covenant and agree that upon the payment of the sum of Eleven hundred and twenty five dollars,

by the said parties of the first part, to him the said party of the second part, at any time after the said term of five years, he will surrender and yield up to them, the quilt and peaceable possession of the said Mill, Dam and house. And it is further understood by and between the said parties to these presents, that this agreement is to continue and be in force, so long as the said Mill, Dam and house, shall stand, unless the said parties of the second part, shall think proper to determine the same at the end of the said term of five years, or unless after the expiration of the said term of five years difficulties should arise between the said parties, which cannot be amicably adjusted between them, in which event, the said party of the second part, shall upon the payment of the said sum of eleven hundred and twenty five dollars peaceably surrender up the said premises as aforesaid.

In witness where of the said parties to these presents have hereunto interchangeably set their hands and seal the day and years first above written.

Sealed in the presence of

Seth Crawford
Jacob Aaron

John his x mark Cooper
Edwin Hart

Jacob Cornelius
Anthony his x mark John
Thomas his x mark Lodwick
Honyos his x mark Smith

New Smithfield
May 1835

To Col. Geo. Boyd, U.S. Indian Agent,

Dear Sir,

Permit us to inform you, that being assembled in full council, and taking into consideration our want of a good saw mill in our own settlement: our want of ----- and knowledge in the erection and keeping it in repair: we were unanimous in the opinion that it would be more to our advantage and interest to have the same built by a white man at his own expense: accordingly we have given to Mr. Edwin Hart permission agreement. And we, the Chiefs and Headmen of the Orchard Party of our Nation, very respectfully request you to give your sanction to the said agreement, as our guardian, and the agent for Indian Affairs on part of the United States.

In the presence of
Seth Crawford
Jacob H-----

Very Respectfully,
Jacob Cornelius
Anthony John
Thomas Lodwick
Honyos Smith
John Cooper

The above agreement is approved.
Green Bay June 7th 1835
George Boyd - U.S. Indian Agent

Jacob Combes & Co
and
Edwin Hart - }

Agreement for
Building Millers

Mar 18 1855