

This Agreement, made the first day of January A.D. 1882 between James H. Wilbur U.S. Indian Agent of Yakama Agency Wash Ter. for and on behalf of the United States and the Yakama Nation of Indians party of the first part: and David Powell of East Portland Multnomah Co Oregon, party of the second part witnesseth; that for the consideration of one dollar in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and a further payment to be made on or before the thirtieth day of June in each year so long as this Agreement remains in force of one dollar per head per annum, the said party of the first part agrees to permit the cattle of the party of the second part to graze within the boundaries of the Yakama Indian Reservation, the party of the second part to assume all responsibility for the safety of said cattle

And the party of the second part for himself his heirs and assigns, covenants and agrees well and truly to pay the consideration ^{above} specified to wit, one dollar per head per annum lawful money of the United States for each head of cattle belonging to him, that shall graze on the said Yakama reservation to the said party of the first part and his successors for the use and benefit of the Yakama Nation of Indians, and to assume all responsibility for the safety of said cattle

And whereas, the number of said cattle is not now definitely known, it is agreed that before the thirtieth day of June 1882 and each year, thereafter while this instrument remains in force there shall be a general "round up" or count of all cattle belonging to the party of the second part grazing on said reservation, and the number ascertained by said count shall be the number for which payment shall be made under this agreement as above specified unless otherwise mutually agreed.

And Whereas; the necessities of the Indian Service at Yakima Agency require the purchase of beef cattle, it is agreed, that the herders of the said James H. Wilbur U.S. Indian Agent when gathering cattle for the weekly slaughter at said Agency, shall be permitted to drive up and slaughter for beef any suitable cattle belonging to the party of the second part:

And the party of the first part agrees to keep a true and correct record of all cattle the property of the party of the second part so slaughtered for beef, with the ages of the same and allow for them the regular market price as paid for similar cattle in Yakima County Wash. Ter. and at the close of each quarter submit to the party of the second part a ^{statement}

of all such cattle killed during the quarter and the price allowed for the same, and to Credit the value of said slaughtered cattle to the account of the party of the Second part, and accept the same as paid on the grazing tax of one dollar per head per annum as hereinbefore agreed.

And it is further understood that this instrument shall be submitted to the Hon Commissioner of Indian Affairs and if disapproved by him, then to be null and void; Otherwise to be in full force and effect for two years from the date hereof unless sooner cancelled by mutual Consent.

In Witness whereof we have herewith set our hands this first day of January A.D. 1882

(Witnessed by) (Signed by)

J. H. Fairchild

D. C. Powell

{ James H. Willbur
US Indian Agent
David Powell
Party of the Second part

Copy of
Contract with
David Powell