

IND-89 - George, Indian

T.P.

Sacramento Area Office  
Vol. 13 Page 48  
File No. 312

Bishop, California. Nov. 10. 1919.

Artissse Glass & Co,  
East Bakersfield, California.

Gentlemen:-

There are enclosed herewith, the original and two copies of a farming and grazing lease, covering the allotment of George Sam, Indian of Mono Lake, California.,

The arrangement to lease this property for grazing sheep for the years 1920 and 1921, was entered into between your representative Mr. Martin, George Sam and the Indian Service during the past week.

The allotment of George Sam is under Trust Patent, held in Trust by the United States for a period of twenty-five years for the Indian.

You will please sign the papers as lessee, having the same properly witnessed, also two parties as Bondsmen, and a verification of sureties. Following this, should be your affidavit as lessee.

Upon the return of the papers properly accomplished, approval will be given by this office, and a copy returned to you for your reference.

Very truly yours,

Superintendent.

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(This application should be made out by the applicant)

**APPLICATION FOR A PATENT IN FEE**

(Act of May 8, 1906, 34 Stat., 182)

Bishop Agency

I, George Indian (Name), do hereby make application  
for a patent in fee covering All (Subscript)  
of my allotment No 29 (No. of tract) described as follows:

The SW-1/4 of the SE-1/4 and the SW-1/4 of the SW-1/4 of Sec.  
42 in Tp.11, and the NE-1/4 of the NE-1/4 of Sec.5 in Tp.11, Co.  
R. 26, S.M.D.E. California, containing 161 and 19/100 acres.

As evidence of my competency to care for my affairs, true answers  
are made to the following questions:

1. Age? 46. 2. Degree of blood? Full. 3. Married or single? Married. 4. Did you attend school? If so, where and how long? Never went to school.
5. Do you use intoxicants? No.
6. Are you in good physical condition? Yes.
7. What is the value of the land covered by your application? \$800.
8. Does your application cover your own allotment or inherited land? My own allotment.
9. Does your application cover all or a part of your land? All.
10. Do you cultivate your land? A small part.
11. Have you any other occupation? Laborer for white ranchers.

12. Are you self-supporting? If so, how is your self-support obtained?  
~~No~~ Yes, by working for white ranchers and on public work.
13. Have you accumulated any property? If so, what? ~~Ninety head of cattle and thirty-nine horses.~~
14. Are you in debt? If so, whom do you owe, how much, and for what, and have you given security for the debts? ~~No. I have no debts.~~
15. Do you have any savings? ~~No.~~
16. Have you been given a patent in fee for a part of your land? If so, did you sell it, and what use did you make of the proceeds of the sale? ~~I have not had a patent in fee to any part of my land.~~
17. Have you any inherited land? If so, what is your interest in the estate and what is the value of the allotment? ~~No. I have no interest in inherited land.~~
18. Have you any individual Indian money to your credit with the superintendant? If so, how much? ~~No.~~
19. Have you been given the privilege of leasing your own land? ~~No.~~
20. Is your land leased? If so, what rent do you receive? ~~Yes.~~  
~~From Aug. 15. 1925 to Jan. 15. 1926, at \$100.~~

12. Are you self-supporting? If so, how is your self-support obtained?  
Yes, by working for white ranchers and on public work.
13. Have you accumulated any property? If so, what? Forty head of cattle and thirty-nine horses.
14. Are you in debt? If so, whom do you owe, how much, and for what, and have you given security for the debts? No, I have no debts.
15. Have you been given a patent in fee for a part of your land? If so, did you sell it, and what use did you make of the proceeds of the sale? I have not had a patent in fee to any part of my land.
16. Have you any inherited land? If so, what is your interest in the estate and what is the value of the same? None.
17. Have you sold any inherited land? If so, what use was made of the proceeds? No.
18. Have you any individual Indian money to your credit with the superintendent? If so, how much? No.
19. Have you been given the privilege of leasing your own land? Yes.
20. Is your land leased? If so, what rent do you receive? Yes. From Aug. 15, 1925 to Jan. 15, 1926, at \$100.

27. Set forth fully your reasons for requesting a patent in fee.

I feel from the general experience that I have had in working for people that I am competent of managing my own affairs. I talk good English and can understand matters of business as transacted between men. I feel as competent as my white neighbors, to manage my affairs.

28. Witness to Mark.

Ris

Lee Foster

Leonidas Stevens

Indian George, (Sam)

Mark.

Subscribed and sworn to before me this 8th day of August, 1925.

day of August, 1925.

Given under my hand and seal this 8th day of August, 1925.  
Rex P. Parrot  
Rex P. Parrot  
Superintendent  
I do hereby certify that the above named Indian George, (Sam) is a member of the Chippewa tribe of Indians and is entitled to the rights and immunities guaranteed by the Treaty of 1836.

Given under my hand and seal this 8th day of August, 1925.  
Rex P. Parrot  
Rex P. Parrot  
Superintendent  
I do hereby certify that the above named Indian George, (Sam) is a member of the Chippewa tribe of Indians and is entitled to the rights and immunities guaranteed by the Treaty of 1836.

Given under my hand and seal this 8th day of August, 1925.

Given under my hand and seal this 8th day of August, 1925.

Given under my hand and seal this 8th day of August, 1925.

(Make this report in DUPLICATE and retain one copy for the files  
of your agency)

REPORT ON APPLICATION FOR A PATENT IN FEE

Name of allottee Indian George (Sam) Bishop Agency.

Allotment No. 89 Description:

the S/2 of the SE/4 and the SW/4 of the NW/4 of Sec. 32, Tp. I, E., and the NE/4  
of the NE/4 of Sec. 5, Tp. I, S., R. 26 E., M.D.M. in California

Area 161 and 19/100 Acres Value .....

Allotment was made under the act of Congress approved 2/8/67 (24 Stat.  
566) Amended 2/26/91 (26 Stat. L., 794).

If inherited land, name applicants .....

The COMMISSIONER OF INDIAN AFFAIRS,

Washington, D. C.

Sir:

There is transmitted herewith the application of .....

Indian George (Sam)

for a patent in fee covering the lands described, and I have the  
honor to submit my answers to the several interrogatories herein:

Are you personally acquainted with the applicant? .... Yes

Is the application in the handwriting of the applicant? .... No.

Is the applicant a person of good character and reputation? ....

..... Yes.

Is he industrious and self-supporting? ..... Yes

How is his self-support obtained? .. . By farming, stock raising and working for the white people

Is ...he addicted to the use of intoxicants? .. No.

If the applicant is a married woman, what is the reputation of her husband? Is he a man who would be likely to get possession of his wife's property and then desert her? Is he a man whom you would recommend as a suitable person to receive a patent in fee?

..... He would not try to get his wife's property and then leave her, is my opinion.

Yes, I would recommend him for a patent in fee.

Does this application cover the whole or a part of the applicant's allotment? .. All.

What is your estimate of the value of the land covered by this application? 40 acres at \$12.50 per acre.

Has the applicant received a patent in fee for any part of his land? If so, did ...he sell the land, and what use did ...he make of the proceeds of the sale? .. No/

Is his name on the roll of honor? If not, state whether ...he has children, and whether ...he has ever applied for his children's money.

Have you made a personal investigation with a view of determining what progress or advancement the applicant has made, whether ...he is in debt and, if so, to what extent, and whether the answers made by the applicant to the questions contained in his petition are correct?

How is his self-support obtained? .... By farming, stock raising and working for the white people.....

Is he addicted to the use of intoxicants? No......

If the applicant is a married woman, what is the reputation of her husband? Is he a man who would be likely to get possession of his wife's property and then desert her? Is he a man whom you would recommend as a suitable person to receive a patent in fee?.....

He would not try to get his wife's property and then leave her, is my opinion.

Yes, I would recommend him for a patent in fee......

Does this application cover the whole or a part of the applicant's allotment? All......

What is your estimate of the value of the land covered by this application? \$5 per acre......

Has the applicant received a patent in fee for any part of his land? If so, did he sell the land, and what use did he make of the proceeds of the sale? No/.....

Is his name on the roll of honor? If not, state whether he has children, and whether he has ever applied for his children's money. I do not know......

Have you made a personal investigation with a view of determining what progress or advancement the applicant has made, whether he is in debt and, if so, to what extent, and whether the answers made by the applicant to the questions contained in his petition are correct? I do not know......

WHITE ALL NAMES IN FULL

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## FARMING AND GRAZING LEASE

(Form approved Dec. 10, 1914.)

Lease No. 4 Tribe Painte Allotment No. 89

This Contract, in quadruplicate, made and entered into this 26th day of August, A. D. 1925 by and between George Sam (Indian George), allottee No. 89, of the Painte tribe of Indians, hereinafter called the "lessor," and Louis N. Oleasee,

Bakersfield, Calif., hereinafter called the "lessee," under and in accordance with the provisions of existing law and the regulations prescribed by the Secretary of the Interior relative to Farming and Grazing leases on restricted Indian lands.

Witnesseth, That for and in consideration of the rents, covenants, and agreements hereinafter provided for, the lessor doth hereby let and lease unto the lessee the land and premises described as follows, to wit:

5 1/2 of 5 1/4, and 89 1/4 of 89 1/4 of 899, 32, Twp. 14, W. M. R. 26, S. 1, M. M., Calif., section ....., township ....., range ....., containing 161 acres, more or less, for the term of 5 years, beginning on the 15th day of August, 1925, fully to be completed and ended on the 15th day of January, 1926, subject to the conditions hereinafter set forth.

The lessee, in consideration of the foregoing, covenants and agrees to pay

One Hundred dollars in advance, or when lease is approved.

as rental for the land and premises herein leased, said sum to be paid in one payment on the ....., or will pay the lessor in lieu of cash rental .....

The lessee agree to break out and place in cultivation ..... acres of the leased land not now in cultivation before the ..... day of ....., 1925.

The lessee further covenants and agrees that he will, at his own expense, within ..... from the date of the approval hereof, build, construct, and erect the following improvements upon the above-described land:

IN WITNESS WHEREOF parties hereto have hereunto set their hands the day and year above written.  
Two witnesses to each signature:

Leonidas Lauer

P. O. Bishop Calif.....  
free Postle

P. O. Mono Calif.

George Lauer

This night  
Third pr

P. O. ....

Letter.

P. O. ....

P. O. ....

STATE OF California

COUNTY OF Mono

On this 26 day of August 1926, personally appeared before me,

George Lauer

the above-named tenant, who acknowledged the signing and sealing of the within instrument to be their free act and deed.

I HEREBY CERTIFY that the contents, purport, and effect of the lease were explained to and fully understood by the lessor, and that said lease was signed and sealed in my presence, and to the best of my knowledge and belief is in every respect free from fraud or deception, and that I am in no respect interested in said lease.

LEONIDAS LAUER

(Sept 24 1926)

### BOND

In consideration of the letting of the premises described in the foregoing indenture of lease, and of the sum of one dollar to

each of us in hand paid, the receipt whereof is hereby acknowledged, we the undersigned,

and ..... of ....., in the county of .....,

State of ....., hereby become sureties for the punctual payment of all the rents and the performance of all the

covenants and agreements in the above indenture of lease, to be paid and performed by the lessor named therein, and if any default shall be made therein we do hereby promise and agree to pay on demand unto the above-named officer such sum or sums of money as will be sufficient to make up such deficiency and fully satisfy all the conditions, covenants, and agreements contained in said indenture of lease, without requiring any notice of nonpayment or proof of demand being made. And we do hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

SIGNED AND SEALED this ..... day of ....., 19

Witness:

..... [xxii]

(Print name in full.)

[xxiii]

## VERIFICATION OF SURETIES

County.

..... and ..... the sureties to the foregoing indenture of lease, being duly sworn and severally examined by me, state that they signed the foregoing obligation as sureties for the lessee under the annexed lease, and that they and each of them, respectively, own and possess property over and above all debts, liabilities, and legal exemptions of the value and worth of the sum placed opposite their names.

(Print name in full.)

Subscribed and sworn to before me, this ..... day of ..... 19

[SEAL]

Notary public in and for said .....

## AFFIDAVIT OF LESSEE

State of California, County of Mono

I, Louis W. Gleese, leaser herein, being first duly sworn, depose and say that I am leasing the lands herein described for my own use and benefit, and not, either directly or indirectly, for the use or benefit of any other person or corporation; that I have no agreement, arrangement, or understanding with any person or corporation whereby the said lands or any part thereof shall or may be used, enjoyed, or occupied by or for the benefit of any person or corporation other than myself; and that I have only .161 acres of land leased from Indians for grazing purposes, including the land herein described.

Louis W. Gleese

Subscribed and sworn to before me this 17<sup>th</sup> day of August, 1925

August 1925

Harry J. Miles

[SEAL]

Notary public for Harry J. Miles residing at Boringfield, Ca

DEPARTMENT OF THE INTERIOR,  
United States Indian Service,

Bishop Indian Agency, Bishop, Calif., 19

The within lease is hereby approved and declared to be made in accordance with the law and the rules and regulations prescribed by the Secretary of the Interior thereunder, and now in force, and one copy thereof (or two copies if consideration is to be paid to Superintendent) is hereby transmitted to the Commissioner of Indian Affairs for record in accordance with the regulations.

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United States Indian Superintendent,

ORIGINAL

5-180

WRITE ALL NAMES IN FULL

FARMING AND GRAZING LEASE

(Form approved Dec. 10, 1914.)

Lease No. 15 Tribe Paiute Allotment No. 89

THIS CONTRACT, in duplicate, made and entered into this 15th day of November, A. D. 1919  
by and between George Sam, allottee No. 89 of the Paiute tribe  
of Indians, hereinafter called the "lessor," and, Louis V. Gleese,

of East Bakersfield, California, hereinafter called the "lessee," under and in accordance with the provisions of existing law and the regulations prescribed by the Secretary of the Interior relative to Farming and Grazing leases on restricted Indian lands.

Witnesseth, That for and in consideration of the rents, covenants, and agreements hereinafter provided for, the lessor doth hereby let and lease unto the lessee the land and premises described as follows, to wit:

**The S 1/2 of the SE 1/4 and the SE 1/4 of Sec. 32 in Twp. 1 N and the NE 1/4 of the NW 1/4 of Sec. 5 Twp. 1 S of Range 26 E M D M**  
of section ....., township ....., range ....., containing **161.19** acres, more or less, for the term of 2 years, beginning on the 1st day of January 1920, fully to be completed and ended on the 1st day of January 1922, subject to the conditions hereinafter set forth.

The lessee, in consideration of the foregoing, covenants and agrees to pay **\$100.00 per year in advance**

as rental for the land and premises herein leased, said sum to be paid in two payments on the 1st day of January 1920 and 1921, or will pay the lessor in lieu of cash rental

The lessee agrees to break out and place in cultivation ..... acres of the leased land not now in cultivation before the ..... day of ..... 191

The lessee further covenants and agrees that he will, at his own expense, within ..... from the date of the approval hereof, build, construct, and erect the following improvements upon the above-described land:

Karl L. Gleese