

*Article of agreement made and concluded this 29th day of July, 1837, between Heman B. Potter, of the city of Buffalo, of the first part, and John Snow, a Seneca Chief, of the Buffalo Creek Reservation, in the county of Erie, of the second part.*

Whereas, in conformity with the declared policy of the Government of the United States, the proprietors of the pre-emptive title of and in the four several tracts of land, reserved by the Seneca tribe of Indians, within the said State of New-York, are desirous to induce the abovementioned tribe of Indians to accept for their future and permanent residence, a tract of country in the territory west of the river Mississippi, appropriated for Indians inhabiting the Atlantic and other neighboring States, and are, also, desirous, by fair purchase, to extinguish the right of the said Indians in and to the lands in this State, so reserved by them.

And whereas, in furtherance of these objects, and in order to a future treaty by which to effect the same, the said proprietors have authorised negotiations to be opened with the chiefs and other leading men of the said tribe of Indians, and certain offers to be made to them in money as a permanent fund for the nation, and a compensation for their improvements: and have also deemed it advisable and necessary to employ the aid, co-operation, and services of certain individuals who are able to influence the said Indians to accept of the offers so to be made to them.

And whereas, the said Heman B. Potter, the party of the first part, is empowered to act on behalf of the said proprietors, and to contract with any individuals, whose co-operation and agency may be necessary and efficient, in accomplishing the abovementioned object: and the said John Snow, the party of the second part, has agreed to contribute his influence and services in the premises; and in case of the extinguishment of the said Indian title to the said reserved lands as aforesaid, to sell to the said proprietors all and singular his improvements, of, in, and to the same.

Now therefore, it is mutually agreed by and between the parties hereto, as follows:

First. The party of the second part undertakes and agrees to use his best exertions and endeavors to dispose and induce the said Indians to adopt and pursue the advice and recommendations of the Government of the United States, in respect to their removal and future location, and on such *said* terms as the party of the first part, and his associates, in the name of the said proprietors, shall propose to sell and release, by treaty, their said reserved lands; and on all occasions to co-operate with and aid the said party of the first part, and his associates, as he may be, from time to time, advised, in talks and negotiations with the chiefs and other influential men of the said tribe: and in the active application of his whole influence at councils, and confidential interviews, for the purpose of effecting a treaty between the said tribe and the said proprietors, for the extinguishment of the Indian title to the said reserved lands.

Second. The second party of the second part hath sold, and hereby doth sell, to the said proprietors, all and singular, his buildings and improvements on the lands so to be released by treaty, and agrees to accept compensation therefor in the manner hereinafter mentioned; said buildings and improvements in the mean time not to be leased, or in any manner disposed of by said party of the second part.

Third. In consideration of such efforts, co-operation, and services on the part of the said John Snow, faithfully bestowed in the premises, and of the sale and release of all and singular his said buildings and improvements upon any of the lands aforesaid, without leasing or otherwise disposing of the same, as herein above stipulated, the said Heman B. Potter, on his part, and that of his associates, agrees to pay, or cause to be paid, to the said John Snow, the sum of two thousand dollars, within three months after notice of the ratification, by the Senate of the United States, of a valid treaty between the said tribe and the owners of the said pre-emptive title, or their trustees, by which the right and title of the said Indians shall be effectually released and extinguished, in and to the said reserved lands; subject, however, to the following qualification and understanding: that in case the said treaty shall provide for the payment to individual Indians for their buildings and improvements, then and in that case the said party of the second part shall accept and receive, as part payment of the above mentioned sum of two thousand dollars, such sum or compensation as he shall