of goods, a portion of which belonged to British sub-
jects, agents of the Hudson's Bay Company. Some
of the goods consisted of flour, canned goods, etc.,
and the hungry Indians at once seized them and every-
things else eatable, and finally took of the stores any-
thing and everything they wanted. They said to Kitt-
son that they knew he was their friend, but that for
a long time he and other traders had traveled through
the Indian country without paying anything for the
privilege and they were determined that the white
men should no longer use their trails as thoroughfares,
unless the owners of the country, the Chippewa In-
dians, should be paid for the trespass. They said they
would take and use the goods before them as a part
payment for what was due them. They finally prom-
ised that if the United States would make a treaty
with them, either that or the following year, they
would consent to pay for them out of any sum prom-
ised them in the treaty for their lands. This promise
they kept when the treaty was made.

The "Old Crossing" treaty provided that $100,000
should be appropriated to the Indians to "make compen-
sation to said injured parties [the traders that
owned the seized goods] for the depredations com-
mitted upon them." Some of the goods, while they
were transported by Kittson's carts, really belonged
to Hudson's Bay traders about Pembina.

A subsequent treaty, made at Washington in April,
1864, by Clark W. Thompson and Ashley C. Morrill,
as representatives of the Government, and the chiefs,
head men, and principal warriors of the Red Lake
and Pembina bands of Chippewas, amended the pro-
vision in the "Old Crossing" treaty above quoted. The
amendment provided that $25,000 of the $100,000
mentioned in the first treaty should be paid to the
chiefs of the bands to enable them to purchase pro-
visions and clothing to be used as "presents to their
people upon their return to their homes." Of this
$25,000 there was to be $5,000 expended for the ben-
efit of the head chief, May-dwa-gwa-no-nind. From
the $75,000 remaining, the injured traders and the
steamboat people were to be paid, and then if any
further sum remained it was to be paid for the debts
of the Indians which had accrued since January 1,
1859.

Scip for 160 acres of the land ceded by the treaty
was, by the Old Crossing treaty, to be issued to every
mixed blood of the bands "who has adopted the
habits and customs of civilized life and is a citizen
of the United States;" but this restriction as to citi-
zenship, etc., was stricken out by the Washington
treaty, so that any mixed blood, whether civilized or
not, was entitled to scrip for 160 acres of the ceded
land as a homestead; but if they accepted the scrip
and located it, then it was to be "accepted by said
mixed bloods in lieu of all future claims for annui-
ties."

There was to be set apart from the tract ceded a
reservation of 640 acres near the mouth of the Thief
River for Moose Dung, a chief of the Red Lukers,
and a like reservation of 640 acres on the north side
of the Pembina River, for Red Bear, a chief of the
Pembina band. In recent years an extensive saw-
mill was built on the Moose Dung tract and there was
much litigation connected with the acquirement of the
site. Article 6 of the "Old Crossing" treaty reads:

The laws of the United States now in force, or
that may hereafter be enacted, prohibiting the intro-
duction and sale of spirituous liquors in the Indian
country, shall be in full force and effect throughout
the country hereby ceded, until otherwise directed
by Congress or the President of the United States.

This provision was not disturbed by the Washing-
ton treaty made by Thompson and Morrill, and pro-
hibitionists have claimed that under it no liquors can
be sold on the great expanse of country mentioned
in the treaty. It will be noted, however, that the
temperance provision quoted makes no reference what-
ever to beer or any other malt liquors, nor to wines.

Clark W. Thompson, who signed the treaty at
Washington, was Superintendent of Indian Affairs
for the Northwest. For a number of years he lived
at Wells, in Faribault County, and was prominent in
Minnesota affairs.