

Letter of Dec. 6th, 1887.
(A-167.)

CONTRACT AND BOND.

No. 8 65-395

Surveyor General's Office,

Tucson, Arizona

November 30, 1887.

John Nise

U. S. Surveyor General.

Lorenzo D. Whilson

U. S. Deputy Surveyor.

\$5000.00

Payable from the appropriation
of \$100,000 for the allotment
of lands in severalty to
Indians, approved Feb. 8, 1887.

Approved December 19th, 1887.

D. H. DeLoach
Acting Commissioner of the Gen'l Land Office.

Recorded in Contract Book No. 8, page 338

(3925-6,000.)

RG 49, Records of the United States
General Land Office

Entry VD 501-A
Surveyors Contracts and Bonds Concluded
with Surveyors Generals, 1851-1913
Arizona, Box 3

This Agreement, Made this thirtieth day of November, 1887,

between the SURVEYOR GENERAL OF THE UNITED STATES for Arizona, acting for and in behalf of the UNITED STATES, of the one part, and Lorenzo D. Chilson, Deputy Surveyor of the other part—

WITNESSETH, That the said Lorenzo D. Chilson, for and in consideration of the conditions, terms, provisions, and covenants hereinafter expressed, and according to the true intent and meaning thereof, doth hereby covenant and agree with the said Surveyor General, in his capacity aforesaid, that he the said Lorenzo D. Chilson in his own proper person, with the assistance of such chain-men, ax-men, flag-bearers, and mound-men as may be necessary, in strict conformity with the laws of the United States, the printed Manual of Surveying Instructions, and other surveying instructions issued by the Commissioner of the General Land Office, and with such special instructions as he may receive from the said Surveyor General in conformity therewith (all of said instructions to be taken and deemed a part of this contract), will well, truly, and faithfully survey, mark, and establish

all the lines necessary to complete the survey and subdivision of the San Xavier (Papago) Indian Reservation into 40-acre tracts; also the extension of the township lines upon the Salt River (Pima & Maricopa) Indian Reservation, and the subdivision of the agricultural lands into 40 acre tracts.

and that he will complete these surveys in the manner aforesaid, and return the true and original field-notes thereof to the office of the said Surveyor General on or before the thirtieth day of June next ensuing the date hereof, on penalty of forfeiture, and paying to the United States the sum mentioned in the annexed bond, if default be made in any of the foregoing conditions. And it is further expressly stipulated and made a condition of this contract, that the surveys herein described shall not be commenced before the first day of the fiscal year ending the 30th day of June, 1887, or before the said Lorenzo D. Chilson shall have been officially notified by the said Surveyor General of the approval of this contract by the Commissioner of the General Land Office.

And the said Surveyor General, in his official capacity aforesaid, covenants and agrees with the said Lorenzo D. Chilson that on the completion of the surveys above named, in the manner aforesaid, there shall be paid to the said Lorenzo D. Chilson by the Treasury Department of the United States, as a full compensation for all work performed under this agreement, at the rate of nine dollars for Base, Standard, Meridian, and Meander lines, seven dollars for Township lines, and five dollars for Section lines, per mile, for every mile actually run and marked in the field, random lines and offsets not included,

with an additional Two dollars (\$2.00) per mile where the lines run through brush, timber, and mountainous country; provided however; that no payment shall be made until the plats and field notes of the surveys executed under this contract shall have been accepted by the Commissioner of the General Land Office.

It is further agreed by and between the parties to this agreement that no accounts shall be paid unless properly certified by the said Surveyor General (or by his successor in office) that the surveys are in accordance with the instructions herein referred to and the provisions of this agreement, and until approved plats and certified transcripts of field-notes of the surveys for which the accounts are rendered are filed in the General Land Office.

And it is further understood and agreed by and between the parties to this agreement that the said surveys will not be approved by the said Surveyor General (or by his successor in office) unless they shall be found to be in exact accordance with the instructions hereinbefore specified: *Provided*, also, that no member of [or delegate to] Congress or sub-contractor shall be admitted to any share or part of this contract, or to any benefit to arise thereupon, and that no payment shall be made for any surveys not executed by the said Deputy Surveyor Lorenzo D. Chilson in his own proper person.

IN TESTIMONY WHEREOF The parties to these articles of agreement have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and acknowledged before us:

Wm. A. Barton
Residence: Tucson, A. T.
Frank C. Hise
Residence: Tucson, Arizona
Wm. A. Barton
Residence: Tucson, A. T.
Frank C. Hise
Residence: Tucson, Arizona

John Nise
U. S. Surveyor General
For: Arizona

Lorenzo D. Chilson
U. S. Deputy Surveyor.

BOND.

Know all men by these presents, That we, Lorenzo D. Chilson of Tucson County of Pima, Territory of Arizona, as principal, and Thomas Driscoll of Tucson County of Pima, Territory of Arizona, Frederick Maish of Tucson County of Pima, Territory of Arizona, and _____, as sureties, are held and firmly bound unto the United States of America in the sum of ten thousand dollars, lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and each and every one of us and them, jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals this first day of December, 1887.

The condition of the above obligation is such, That if the above-bonded Lorenzo D. Chilson, Deputy Surveyor, shall well, truly, and faithfully, according to the laws of the United States, the printed manual of surveying instructions and other surveying instructions issued, or which may hereafter be issued, by the Commissioner of the General Land Office, and with such special instructions as he may receive from the Surveyor General in conformity therewith, make and execute the surveys which are required of him to be made by the foregoing contract, and return the true field-notes of the said surveys to the Surveyor General in the manner and within the period named in the said contract, then this obligation to be void; or otherwise, it shall remain in full force and virtue.

Signed, sealed, and acknowledged before us:

Arthur L. Cox
Residence: Tucson, A.T.
L. H. Manning
Residence: Tucson, A.T.

Lorenzo D. Chilson
F. Maish
Thos Driscoll
L. S.
L. S.

* Attach an adhesive seal after each signature and covering L. S.

AFFIDAVITS OF SURETIES.

Territory of Arizona
COUNTY OF Pima
I, Thomas Driscoll, one of the sureties on the official bond of Lorenzo D. Chilson as U.S. Deputy Surveyor

do depose and say that I am worth, in unincumbered property, not exempt from execution under the laws of the Territory of Arizona Five thousand dollars and upward, after payment of my just debts and liabilities, as follows:

REAL ESTATE, valued at \$ 2,500.00, and consisting of Improved property in the City of Tucson, Arizona.

PERSONAL ESTATE, valued at \$ 2,500.00, and consisting of live stock, in Pima county, Territory of Arizona.

Signature: Thos Driscoll
(Post-office address:) Tucson, Arizona
Sworn to and subscribed before me this first day of December, 1887.
B. H. Hereford
Notary Public



Here state whether city property, improved or unimproved, or improved farms or unimproved lands, and where situated.
Here describe the nature of the property: whether bonds, stocks, merchandise, &c.

Territory of Arizona } ss:
COUNTY OF Pima }

I, Frederick Maish }
of Lorenzo R. Chilson } as U.S. Deputy Surveyor

do depose and say that I am worth, in unincumbered property, not exempt from execution under the laws of the Territory of Arizona, Five thousand dollars and upward, after payment of my just debts and liabilities, as follows:

REAL ESTATE, valued at \$ 2,500.00, and consisting of * Improved property in the City of Tucson, Arizona.

PERSONAL ESTATE, valued at \$ 2,500.00, and consisting of † Live stock in Pima County, Territory of Arizona

Signature: F. Maish
(Post-office address): Tucson Arizona
Sworn to and subscribed before me this First day of December, 1887.
B. H. Herford
Notary Public



Territory of Arizona } ss:
COUNTY OF Pima }

I, A. B. Sampson, County Recorder in and for the County of Pima, and ex-officio custodian of the official books and bonds, do hereby certify that B. H. Herford who administered the above oath, was, at the time of doing so, a Notary Public in and for said County of Pima and Territory of Arizona, duly qualified to act as such, and that I believe his signature as above written is genuine.

In testimony whereof I have hereto set my hand and affixed the seal of my office of said County and Territory of Arizona this Second day of December one thousand eight hundred and eighty seven.
A. B. Sampson
County Recorder



* Here state whether city property, improved or unimproved, or improved farms or unimproved lands, and where situated.
† Here describe the nature of the property; whether bonds, stocks, merchandise, &c.

CERTIFICATE.

I, John Hise, hereby certify that in my opinion the sureties to the above bond are sufficient, and I hereby approve the same.

John Hise
U. S. Surveyor General for Arizona

1. The names of the Surveyor General, Deputy Surveyor, sureties, and witnesses must be written in full, and the residence of witnesses written after their signatures.
2. A full description of the surveys embraced in the contract must be written in the blank space left for that purpose.
3. The date when the surveys can be commenced shall not be earlier than the commencement of the fiscal year for which the appropriation is made, except in cases where the appropriation is made immediately available.
4. The rates named in any contract must not exceed those fixed by law.
5. The signature of the Surveyor General and of the Deputy Surveyor must each be witnessed by two persons.
6. All erasures, mutilations, and interlineations must be avoided.
7. The bond must be dated the date it is signed by all the parties thereto, and its execution must be subsequent to the execution of the contract.
8. The names of all the parties executing the bond, and of the witnesses thereto, must be written in full.
9. The affidavits of sureties must be made before some officer (preferably an officer of the United States) duly authorized to administer oaths and having a seal.
10. The sufficiency of sureties must be certified to by the Surveyor General.
11. The amount of the bond must be at least double the estimated amount that will be due to the Deputy Surveyor upon the completion of the contract made under the same.
12. The duplicate and triplicate contracts and bonds will be forwarded to the General Land Office, and when approved the Commissioner will forward the triplicate to the First Comptroller of the Treasury.

Rec'd with Surveyor General's
Letter of Dec. 5, 1887.

Special instructions
issued to Lorenzo D.
Chilson, U.S. deputy
surveyor, under Contract
and Bond No. 8, dated
Nov. 30, 1887, for
surveys of Papago
and Pitman Maricopa
Indian Reservations,

1-1078-58

1-662-297

Tucson, Arizona,

December 27, 1887.

Mr. D. D. Chillson,

U. S. Deputy Surveyor,

Tucson, Arizona,

Sir: -

The Hon. Commissioner of the General Land Office having approved your contract No. 8 of date November 30th, 1887, for the survey and re-survey of the exterior boundaries and subdivision of the San Xavier (Papago) Indian Reservation into 40 acre tracts, and the extension of the Tp. lines, and subdivision of the agricultural lands of the Salt River (Pima and Maricopa) Indian Reservation into 40 acre tracts, you will proceed with the execution of the work, observing the rules of the manual and the following special instructions.

----- San Xavier. -----

You will first establish the exterior boundaries of the Reservation in the following manner:

Commencing at the N.E. corner of section 9 T. 15 S. R. 13 E. thence West 1-2 mile to the 1-4 section corner; thence South three miles to the section line between sections 21 & 23 of same Township; thence West along the North boundary of sections 28, 29 & 30 up to the N.W. corner of section 30, same Township, continuing thence due west nine miles to a point; thence south seven miles to a point; thence east three miles to the south west corner of section 30, Tp. 16 S. R. 12 E.; thence East along the south boundary of sections 30, 29, 28, 27, 26, & 25, Tp. 16 S. R. 12 E., & sections 30, 29, 28, 27, 26 & 25, Tp. 16 S. R. 13 E. to the south east corner of section

2nd.

25, same township; thence North along the Range line between Ranges 13 & 14 E., to the North East corner of section 24, T. 15 S. R. 13 E.; thence West to the North West corner of section 22 same Township; thence North to the place of beginning.

(Extract from Executive order, July 1st, 1874)

You will establish corners and mark same at every twenty chains as hereinafter instructed.

At the point of beginning you will erect a post setting it diagonally with the section lines and mark "I. P. P. R." on S. W. face in addition to the markings required by the manual for section corners; at 20 chains west you will set a stone or post marking same 1-16 S. on North face, and "P. R." on South face, observing the rules of the manual in the establishment of 1-4 section corners; at 40 chains you will erect a corner in accordance with the manual in addition to marking same "P. R." on S. E. face; thence you will continue the survey of the exterior lines, setting and marking section, 1-4 section, and 1-16 section corners as described above, always placing the face of stone or post which is marked "P. R." towards to the Reservation, to the place of beginning.

Then beginning at the Standard corner to Tp. 15 S. Rs. 13 & 14 E. you will re-survey the 3rd Standard Parallel South, West for a distance of fifteen miles establishing corners at every 20 chains, observing the rules of the manual and the foregoing as to the marking and establishing of Tp., section, 1-4 section, & 1-16 section corners, except as to ~~xxx~~ the letters "P. R."

You will then re-survey the Range line between Tps. 14 S. Rs.

12 & 13 E., commencing on the South boundary of the Reservation, previously established by you, at the corner to sections 25, 26, 31 & 32 and run North to the intersection of the 3rd. Standard Parallel South, establishing and marking corners at every 20 chains as above set forth. You will also establish the Range line between Tp. 14 S. Rs. 11 & 12 E. in the same manner. The Range lines between Tps. 15 S. Rs. 11, 12 & 13 E., beginning at the 3rd Standard Parallel South, should be established in a like manner, closing on the Northern boundary of the Reservation.

For the subdivision of this Reservation into 40 acre tracts you will begin on the South boundary of same at the corner to sections 25, 26, 35 & 36, T. 16 S. R. 13 E., and run North parallel with the East boundary or Range line between Rs. 13 & 14, and at 20 chains you will establish and mark a 1-16 corner, observing markings required by the manual in the establishment of 1-4 corners; thence you will run east on a random line to the 1-16 cor. previously established by you on R. B'y line, setting temporary corners at every 20, 40, & 60 chains and correct back establishing permanent 1-4 and 1-16 corner monuments; thence you will run North 20 chains to the point for a 1-4 corner between secs 25 & 26, where you will establish a 1-4 corner; thence you will run east on a random line to the 1-4 corner on East boundary of Reservation previously established by you setting temporary corners at every 20, 40, & 60 chains, and correct back establishing permanent 1-16 & ~~it~~ 1-4 monuments; thence you will run North 20 chains and establish a 1-16 corner, properly marking same; thence you will run east on a random line to the 1-16 corner previously established by you on the E. boundary of the Reservation, setting temporary

4th.

corners at every 20, 40, & 60 chains and correct back establishing permanent I-4 and I-16 corner monuments; thence you will run North 20 chains where you will establish the corner to sections 23, 24, 25 & 26. You will then continue the survey of this and the other Townships within this Reservation, in the same manner as described above. You will close on the exterior limits of each Township when it is full, and the Reservation line when fractional.

-----Salt River-----

You will first survey the exterior boundaries of this Reservation as follows; Beginning at the point where the Range line between Ranges 4 & 5 East crosses the Salt river, thence up and along the middle of said river to a point where the easterly line of Camp McDowell Military Reservation, if prolonged south, would strike said river, thence northerly to the south east corner of Camp McDowell Reservation, thence along the southern boundary line of said Camp McDowell Reservation to the south west corner thereof; thence up and along the west boundary of said Reservation until it intersects North boundary of the Southern tier of sections in Tp. 3 N. R. 6 E.; thence west along the North boundary of the Southern tier of sections in Tp. 3 N. R. 6 E., to the N.W. corner of section 31, T. 3 N. R. 5 E.; thence South along the Range line between Ranges 4 & 5 E. to the place of beginning. (Extract from Executive order June 14th., 1879.)

The southern boundary of this Reservation being the center of Salt River, it will be necessary for you to meander same.

You will then subdivide the agricultural lands, following

th.
the instructions given you for the survey of the Papago Reservation wherever the same is applicable. You will run all T^h. lines within this Reservation, subdividing however only agricultural lands into 40 acre tracts.

No payment in excess of the estimated liability of the contract will be allowed.

You will designate in both your field notes and plat the location of each and every settlement within the Reservation, also carefully delineate all lands occupied by Indians, the extent of their improvements, and any other enclosures that you may observe in the execution of your work.

You will return a preliminary plat of each of the Reservations.

Before proceeding with your work you will bring your instruments to this office for examination.

You will bear in mind the importance of adhering strictly to the rules of the manual.

Trusting that you will give every detail of the work your most careful attention you are hereby authorized to proceed with the same.

Very respectfully,

John Wise

U. S. Surveyor General.