



MIWOK
MAIDU

United Auburn Indian Community
of the Auburn Rancheria

Gene Whitehouse
Chairman

John L. Williams
Vice Chairman

Calvin Moman
Secretary

Jason Camp
Treasurer

Gabe Cayton
Council Member

March 6, 2017

Mr. Michael Black
Acting Assistant Secretary -
Indian Affairs
U.S. Department of the Interior
Mail Stop 3642
1849 C Street, NW
Washington, D.C. 20240

Subject: Scotts Valley Band of Pomo Indians – Request for “Restored Lands” in the City of Vallejo, Solano County, California

Dear Mr. Black:

On behalf of the United Auburn Indian Community (“United Auburn”), enclosed is a supplemental historical report prepared by Dr. Stephen Dow Beckham, Professor of History Emeritus at Lewis & Clark College. This supplemental report is submitted in opposition to the request by the Scotts Valley Band of Pomo Indians (“Scotts Valley Band”) for a legal opinion that land purchased in Vallejo, California qualifies for gaming under the “restored lands” exception of the Indian Gaming Regulatory Act.

Dr. Beckham’s supplemental report responds to a memorandum dated December 6, 2016, by Albert Hurtado, Ph.D, one of the historians working for the Scotts Valley Band.

Dr. Beckham’s research provides further evidence that the Scotts Valley Band lacks the requisite “significant historical connection” to any land in Vallejo or Solano County, California. The statements and conclusions in the Hurtado memorandum are all speculative and do not provide any direct evidence that the ancestors of the Scotts Valley Band established any type of tribal or governmental presence in Vallejo or Solano County.

Dr. Beckham’s report also demonstrates that the Scotts Valley Band’s reliance on a relationship with General James Estell is misplaced. A review of a robust historical record involving the General does not produce one single letter or report confirming that he provided any assistance or advice to the Scotts Valley Band, or to any other tribe located in the Clear Lake region. In fact, the alleged trip taken by representatives of the Scotts Valley Band to receive beef cattle and

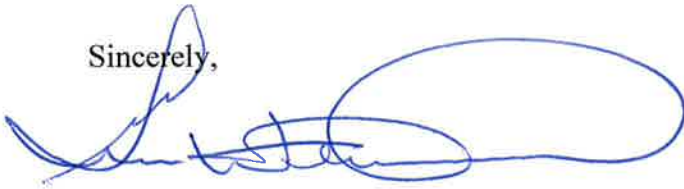
flour promised in the unratified 1851 Treaty of Lupiyuma cannot be documented and probably did not occur.

Finally, Dr. Beckham's research demonstrates that any reliance on the Royce cession map of this 1851 Treaty is flawed. The Royce map was drawn almost fifty years after the Treaty was negotiated and the Treaty language does not describe any cession of lands in it. Instead, the Treaty language was limited to a description of an area of land reserved for Indian use in the Clear Lake Basin. And it has been well established that the Treaty was negotiated only with the Pomo of Clear Lake and Upper Eel River and not the Wappo, Southern Patwin, and Coast Miwok Tribes that occupied the area between Clear Lake and Vallejo.

The Scotts Valley Band still is unable to offer historical documentation demonstrating the existence of "villages, burial grounds, occupancy, or subsistence use" in Solano County, as required by Interior regulations. Instead, the Band can only present inferred or circumstantial evidence that is based primarily on transient activities of individuals who may, or may not, be the ancestors of various Pomo tribes.

United Auburn continues to urge the Department to deny the request by the Scotts Valley Band for a restored lands opinion, based on the lack of any reliable evidence of a significant historical connection to any lands in Solano County, California.

Sincerely,



Gene Whitehouse
Chairman

Enclosure

cc: Paula Hart, Office of Indian Gaming
Jennifer Turner, Office of the Solicitor
Bethany Sullivan, Office of the Solicitor

**A Discussion of Albert Hurtado's
"Additional Comments on the Yocha Dehe Response,
December 6, 2016"**

Stephen Dow Beckham
17 January 2017

1. At p. 4 Hurtado provides a quotation from Palmer's *History of Napa and Lake Counties* (1881) to attempt to link the Scotts Valley Band of Pomo to Vallejo, California. The statement based on information from early settlers is that "large numbers of the Lake Indians would come down every season and engage in work, and they made good hands also. Many of the adobe houses of old Sonoma were built by those Indians . . ." (Hurtado 2016b).

Comment: The site of the labor mentioned was in Sonoma nearly twenty-five miles northwest of Vallejo. There is no specific identification of Indians of the Scotts Valley Band working at any rancho in Solano County nor in Vallejo. The work was individual, not tribal. The labor of individual Indian men on a rancho or in a community such as Sonoma did not confirm the "significant historical connection" of the Scotts Valley Band of Pomo to specific locations in Sonoma, Napa, or Solano counties. Virtually all of Hurtado's initial report and his "Additional Comments" are not tribal, but rather the effort to link individual Indians through labor to a possible location. The evidence he cites does not accomplish that objective. It is vague, mostly non-specific to site, and does not identify Scotts Valley Band of Pomo ancestors by name, band, village, or tribe.

2. At pp. 4-5 Hurtado refers to an Indian man present at the McKee treaty council at Clear Lake in August, 1851, who had "lived among the whites for three or four years. George Gibbs made note of this fact and that the man expressed no understanding of a deity" (Hurtado 2016b). Hurtado's "Additional Comment" proceeds with speculations:

- "The Indian **may have lived** with the Vallejo/Stone/Kelsey/ Shirland ranchers at Clear Lake"

- “or [since he accompanied the expedition] **more likely had lived** for three or four years at one of the ranchos in the Sonoma or Napa valleys.”
- **“It is even possible** that the Indian came north with John McKee or General Estell from Eden Ranch”

Comment: These statements are all speculative and do nothing to establish a “significant historical connection” of the Scotts Valley Band of Pomo Indians in the Patwin Indian tribal homeland, a distance of 87.4 miles from the Scotts Valley Rancheria at Lakeport, California.

3. At pp. 5-7 Hurtado states that James M. Estell was a **“trusted advisor”** to the Clear Lake Indians” and that **“Estell’s role did not end with the treaty negotiations and the delivery of provisions at his Vallejo ranch.”** Hurtado writes: **“Estell was acting as their agent in the place of McKee until further notice.”** Hurtado concludes: **“McKee insisted that the Indians must ‘go to’ Estell, thus directing them to apply for advice and assistance at Eden Ranch, just as they were required to pick up government provisions there. Thus, McKee established under government authority a relationship with Estell and the Vallejo area”** (Hurtado 2016b:6-7). [Emphasis supplied.]

Comment: These conclusive statements about James M. Estell and his relations with the Clear Lake Pomo Indians merit discussion because they are not true.

- Hurtado has not cited a single letter or report confirming that Estell provided assistance, advice, or counsel to the Scotts Valley Pomo or the other Pomo Indians of the Clear Lake region. There is no documentation that Estell ever made a second trip to Clear Lake to meet with Pomo Indians other than that with McKee in late August, 1851, when Estell was driving cattle to feed the McKee treaty party and the U.S. Army escort. There is likewise no evidence of any subsequent meetings between Pomo Indians and General Estell at his ranch near Vallejo.

The potential sources of such documentation are the following:

- ~ Letters Received, 1849-82, California Superintendency of Indian Affairs. Microcopy 234, Rolls 32 and 33, 1849-1853, National Archives, Washington, D.C.

Roll 32, for example, contains 1,146 pages of documents. In this entire record, 1849-52, there is but one letter written by James Estell on July 6, 1852, to Redick McKee. This letter related to charges raised by Major Henry Wessells and General E. A. Hitchcock of fraud perpetrated by Estell and McKee in supplying beef cattle to the McKee Treaty Commission and its military escort. There is no information in that letter nor anywhere in the field records of the California Superintendency confirming that Estell was an "advisor" or "agent" for the Indians of Clear Lake or any Indians in California.

- ~ Correspondence of the California Superintendency of Indian Affairs, 1849-59, published in the *Annual Report of the Commissioner of Indian Affairs*. A review of these records of the California Superintendency of Indian Affairs during this period of ten years to the death of James Estell in 1859 produces not a single letter to or from him nor any identification of his role as an "advisor" or "agent" for the Indians of Clear Lake or the Scotts Valley Band of Pomo. This set of correspondence is available on-line at <http://digicoll.library.wisc.edu/cgi-bin/History/History-idx?type=browse&scope=HISTORY.COMMREP>.

- ~ James Estell was mentioned approximately eighty times between 1850 and 1859 in the *Daily Alta California*, *Sacramento Daily Union*, *Marysville Herald*, and other newspapers. Hurtado has not provided any evidence from the contemporary press that Estell had any relationship as advisor or agent for the Clear Lake Pomo.

Between 1851 and his death in 1859 Estell was primarily engaged in contracting convict labor and operating San Quentin Prison. His public life was filled with controversies. *The Daily Bee* (Sacramento, CA.), commented on his death in an article on April 27, 1859: "We cannot now remember the mutations in his connection with the Penitentiary, so numerous have the changes been, but he was never wholly unconnected with it, save for a very short period, and it is safe to say, that in them all, he came out uppermost. No man has

received one tenth the money from the State that General Estill [Estell] did; and no man made greater profit on what he received.”

~ General James Estell was “damaged goods” because of his deal-making, especially from his lucrative and controversial operation of San Quintin [Quentin] Prison. In 1851 to expedite sale of cattle from his ranch, he took in John McKee, son of Redick McKee who was secretary to the northwestern California operations of the Treaty Commission. John McKee was to work as Estell’s financial partner in driving beef cattle along the route of the Commission’s travels. The cattle were to feed the Commission team, the military escort, and the Indians gathering for their respective councils with Commissioner McKee. Redick McKee later appointed his son John as Indian Agent to the Indians of Scotts Valley in the upper Klamath watershed, a mining district adjacent to the Oregon border. On his return from the 1851 expedition, Major Henry Wessells made known to military officials and the Department of the Interior what he considered the unconscionable actions of the McKees and Estell in the supply of beef cattle.¹

In a letter of March 21, 1852, to Captain E. D. Townsend, Assistant Adjutant General, Pacific Division, U.S. Army, Wessells explained:

“I will state in full my reasons for introducing those remarks in my report, promising however, that they were made officially, as

1

Edward F. Beale, California Superintendent of Indian Affairs, in a letter of September 30, 1852, to Luke Lea, Commissioner of Indian Affairs, attached a certified statement signed by H. C. Logan: “On or about the middle of November, 1851, cattle were driven to the North by Genl. Estell, he has told me frequently, that they belonged jointly to himself and Mr. John McKee, Son and Secretary of Redick McKee Esq Indian Agent. The cattle were destined for the tribes of Scotts & Shasta valley or the Northern Indians. I believe this Mr. John McKee to be the same gentleman appointed about that time by his Father as temporary Indn. Agent for Scotts Valley. I was told by Col. McKee himself that Genl. Estell had taken in his son into partnership or made him interested in this Cattle Speculation, and was also told that they had made a very handsome amount of money out of the operation. Col. McKee appointed a man named Geo. P. Armstrong to receive certain cattle and deliver them to the Indians. I delivered a drove of cattle Seventy two head in May last. I know of my own knowledge that very few of them have been given to the Indians” (Logan 1852).

an officer of the Government, uninfluenced in any particular, by either private or personal considerations, and pointed solely at the system (if so it is called) of issuing fresh beef to the Indians, as it came under my notice."

Wessells continued:

"An expedition to Clear Lake, and thence through the Coast range to Humbol[d]t bay, and Klamath river, had been contemplated in the early part of last summer, and as the time approached for its departure, public attention to a considerable extent, was directed towards it; it afforded a pretty general topic for conversation, but I observe that the chief point of interest attached to it, was a certain herd of beef cattle, destined to follow the march, and for the use of such Indian tribes as were willing to treat. This however, was previous to my being detached for that service, and as it was no concern of my own, I gave to it but little attention.

On assuming command of the Escort, repeated inquiries were made of me, as to the manner of furnishing beef to the Indians, whether purchased in open market on the hoof, or contracted for in the usual way with the lowest bidder—speculation was rife throughout the country, and this seemed to be looked upon as a grand speculation. Of course I could give no satisfactory reply to questions of that nature, as it was no business of my own, but from a constant repetition of the subject, my attention was forcibly, and unwillingly directed toward it. I heard the belief repeatedly expressed 'that it was a swindling transaction,' 'that the herd of beef cattle controlled the movements of the Expedition,' and it is possible that I have expressed the same opinion, it may have been an er[r]oneous one, I hope it was.

It was observed that a son of the acting Commissioner [McKee] holding the appointment of Secretary, was Agent for the owners of the cattle, and had entire control of the issues – it was also believed that he was a partner in the concern, or directly interested in the profits such was my own belief, having been so informed by the chief herdsman of the drove, and this is one feature in the system which I could not fail to condemn. At one time, some eight or ten head of cattle were turned over to Indians on the hoof, their weight being estimated as I believed at the time in a very careless way, to say the least, and the

amount reported to the Commissioner. The amounts will show, whether the contractors had any reason to complain of the profits, since seventy five dollars with a certain share of the profits, was paid for the largest and best American oxen in the herd, as I was informed by the owner of them.

On another occasion, a small quantity of beef, which should not otherwise be disposed of, was reported to the Commissioner as having been issued to Indians in his temporary absence when no Indians were present to receive it, this being related to me by the man who killed the animal, and who ought to have known the circumstances, being at the time employed as a hand of Sub-driver to the herd – if this information was correct, and I believe it was, the Commissioner was deceived, and a fraud, to a small extent was perpetrated on the Government. I know myself, that no Indians were in Camp at the time, at all events, whether true or not, I was only [?] satisfied in my own mind that frauds could be practiced with impunity unless a different system of accountability was adopted.

At another time, a beeve, broken down on the road, and unable to walk, was butchered at a distance of nearly a mile from camp, by the same individual above mentioned, and he was directed by the chief drover, to drag the animal, and leave it there for issue to Indians, when no Indians were present. This was told me by the man himself, as a first rate joke, showing how easy it was to dispose of broken down cattle. Of course I am not aware that this beef was charged as an issue, but was satisfied that the occurrence took place as stated, and if actually charged, the commissioner was deceived” (Wessells 1852).

4. In his initial report of January 29, 2016, and in his report of December 6, 2016, Hurtado mentions that Pomo Indians from Clear Lake traveled to Estell’s ranch near Vallejo to receive beef cattle promised by McKee in the treaty negotiation of August, 1851. He raises this matter, for example, on p. 5 of the second report: “It has already been noted in my first report that McKee told the Clear Lake Indians to take delivery at James M. Estell’s Eden Ranch near Vallejo (84-85).” This single trip in 1851 to take delivery of cattle is cited to prove “significant historical connection” of the Scotts Valley Band of Pomo to a location 87 to 107 miles to the southeast of their rancheria. [107 miles is the calculated distance between Lakeport and Vallejo, a drive of two

hours and eight minutes in 2017.]

Comment: The matter of the single delivery of articles promised in the unratified Treaty of Lupiyuma merits close examination because it is used to prove “significant historical connection” to Vallejo.

- On March 23, 1852, General Ethan A. Hitchcock, commander at Benicia Barracks on San Francisco Bay, wrote to Commissioner Redick McKee:

“I declined to furnish you the flour and you informed me that you could procure it in San Francisco, but whether you did or not, and if so, how the delivery was made I have never inquired.

In addition to this I have to state that on no occasion subsequent to your treaty with the Clear Lake Indians and while you were absent on the expedition further north, I saw a considerable body of those Indians encamped by the brook at Genl. Estell’s house, within nine miles of this place, whither the Indians had come to receive a quantity of beef in fulfillment, as I understood, of your arrangements. **They had left their proper homes, and had traveled 50 or 60 miles through the white settlements, to receive that beef from your contractor,** and if it was in any way authorised by you I must take leave to say that nothing could have been more ill-judged, to say nothing of the manner of the issues while on the other hand, if it was not, contemplated by you, the occurrence of the fact under cover or pretence of your authority would be sufficient of itself to furnish the most decisive proof of irregularity, as pointed at by Major Wessel[*I*]s. Who superintended the issue of the beef on that occasion, or why it was issued at all, was and still is, equally unknown to me, while the connection of your son with General Estell in the contract of the latter was a matter of public notice, and, as I have, the connection was known to yourself, except that you chose to speak of your son as being an Agent of the contractor, in whose house he had been domiciled a number of weeks before the expedition started, and to all appearances was so at the time you made the contract with General Estell (Hitchcock 1852a). [Emphasis supplied.]

- ~ Hitchcock confirmed he saw Indians from Clear Lake camped near Estell’s ranch on a trip “to receive a quantity of beef.” Of relevance is the context of this visit. Hitchcock wrote:

“They had left their proper homes, and had traveled 50 or 60 miles through the white settlements, to receive that beef from your contractor” The commanding general of the Department of the Pacific noted that these Indians’ “proper homes” (namely the place of their aboriginal “use and occupancy”) was distant “50 or 60 miles through the white settlements.” The Clear Lake Pomo were visitors to the Estell Ranch for a single-purpose trip (Hitchcock 1852a).

- On July 6, 1852, James Estell wrote to Redick McKee:

“In conclusion I will say, for the information of Gen. Hitchcock that I was so dissatisfied with what had occurred, that **I sold out the two hundred head of cattle I had promised to furnish the Clear Lake Tribes to Col. McKee’s order, some months afterwards, to Messrs. Chenery & Hubbard, allowing them to go on my ranch & select from 3000 head** the largest oxen at \$20 per head, which in the market then have brought 10 cts per lb. Rather than attempt again to follow up the contract, and I am told by these Gentl[men] they will make no money” (Estell 1852a) [Emphasis supplied.]

~ Estell thus explained that no cattle were distributed at his ranch to Clear Lake Indians. He claimed he had sold them to Chenery and Hubbard. Since the Senate had not ratified the Treaty of Lupiyuma and Congress had not appropriated funds to pay for the cattle promised in the treaties, Estell’s decision to sell his cattle to another party is perhaps understandable.

- Also in his letter of July 6, 1852, James Estell said to Redick McKee:

“He [General Hitchcock] intends to convey the impression that Ind[ian]s were sent to my ranch to consume beef at the expense of the U. States that he saw them there himself &c. I would reply that no charge was ever made by me, for beef or other provisions consumed on my Ranch, and if not so, like all other contracts, it certainly can be found in the payment of the money” (Estell 1852a).

~ Estell thus confirmed that he did not distribute cattle to Clear Lake Indians by the terms of the Treaty of Lupiyuma at his ranch near Vallejo. He sold the cattle to Chenery and Hubbard.

- On July 20, 1852, Redick McKee in a letter to Luke Lea, Commissioner of Indian Affairs, addressed the matter of distribution of government supplies:

"In relation to the Flour for which some of the Clear Lake Indians came over to the Susqual Ranch, and for which they were delayed some days, owing to the absence of Gen. Estell, I will say, **it was not dealt out there as rations, but faithfully carried home, & delivered to the chiefs according to my directions, for the use principally of the sick & infirm.**

This information I had from Mr. Geo. P. Armstrong, the Interpreter. Another Gentl[ema]n residing at the Lake, Mr. Logan, has recently told me that some weeks after, he saw some 25 Sacks of the flour, stored in the house of one of the chiefs, and that it was considered a most acceptable & useful present. Thus it appears that Genl. H[itchock] has taxed his imagination, & powers of conjecture as to the supposed trade by the Indians, of their flour, for Genl. Estell's beef, at the brook near his house, nine miles from Benicia altogether unprofitably" (McKee 1852b).

~ McKee thus affirmed that the single visit of Indians from Clear Lake to Susqual Ranch was to pick up bags of flour that they "**faithfully carried home" to Clear Lake.**
[Emphasis supplied.]

- The duplicity of Redick McKee in the matter of the beef contracts with General James Estell led General Ethan Allen Hitchcock to advise Edward F. Beale, California Superintendent of Indian Affairs, on September 21, 1852, that he did not want McKee to travel with the U.S. Army troops about to depart on a military reconnaissance from headquarters at Benicia to the Oregon border. Hitchcock said:

"In regard to Agent McKee I regret to say, but do so from a sense of duty, that his presence with the troops will not in my opinion be productive of any advantage to the public. Information to some extent and rumors to a much greater extent have impaired my confidence in Col. McKee's usefulness as a public agent and I do not hesitate to request that he may not be directed to accompany the troops" (Hitchcock 1852b).

5. At pp. 13-14 Hurtado refers to the several tribes living north of

San Francisco and San Pablo bays and wrote: "Agent McKee did not negotiate another treaty with these Indians because he did not have to" (Hurtado 2016b).

Comment: Commissioner Redick McKee do not know who these Indians were. He never visited them nor secured information on the Bay Miwok, Patwin, and Wappo tribes. He sent no sub-agents to collect information on who they were, where they lived, or how many of them there were. When he submitted his summary report on the population of Indians in the district where he was making treaties, he identified only the following:

1. In the valleys of Sonoma and Russian river there may be in all, say 1,200.
2. On Clear lake and mountains adjacent, 1,000.
3. In the two first valleys of south fork of Eel river, with language and customs similar to the above, and who should be colonized with them, from 1,000 to 1,100 say, 1,100.
4. On the coast, from the old Russian settlement at Fort Ross, down to San Francisco, and around the bay, by St. Raphael, Petatoma, &c., 500.
5. On the mountains and valleys of Eel river, South, Middle and Vanderson's forks, and about its mouth, 500.
6. From the mouth of Eel river south, on ___ river, Cape Mendocino, and to Fort Ross, say, 400.
7. On Humboldt bay, and north to Mad river, a mile or so above the head of the bay, 300.

Total 5,000

(McKee 1852:237-238) [Spellings are those of McKee]

6. At p. 14, Hurtado draws a conclusion: "And, as the Yocha Dehe memorandum points out, there were indeed Indians living closer to Vallejo than to Clear Lake. They just happened to be Clear Lake Indians" (Hurtado 2016b).

Comment: Hurtado provides no documentation for this conclusion. He ignores nearly 150 years of scholarly work on tribal distribution and the presence of Patwin, Wappo, and Coast Miwok tribes who occupied approximately eighty miles of country lying between San Francisco and San Pablo bays and the homeland of the Clear Lake Pomo and Lake Miwok. With no specific evidence he asserts that this territory was occupied by "Clear Lake Indians."

Hurtado's conclusion is refuted by numerous scholarly linguistic and tribal distribution studies such as those by Stephen Powers (1875), Samuel H. Barrett (1904, 1908), C. Hart Merriam (1907), Alfred L. Kroeber (1908 1925), E. W. Gifford (1937), Omer C. Stewart (1943), Fred B. Kniffen (1939), Andrew P. Vayda (1967), Sally McClendon (1978), Michael J. Lowy (1978), Robert Oswalt (1978), and Victor Golla (2011).

Hurtado's conclusion is further refuted by General E. A. Hitchcock's observation in 1852 that the "proper homes" of the Indians from Clear Lake were at Clear Lake which he estimated at fifty or more miles north of Benicia (Hitchcock 1852a).

On September 4, 1856, Thomas J. Henley, California Superintendent of Indian Affairs, confirmed the presence of Indians continuing to live in the counties between San Francisco and San Pablo bays and Clear Lake. He noted: "In Mendocino, Colusa, Yolo, Napa, Sonoma, and Marin counties . . . 15,000." Although there had been population decline because of disease and relocation, Henley yet reported a significant Native American presence in the 1850s in these counties (Henley 1856:245-246).

7. At p. 15 Hurtado concludes: "As a practical matter this number of Indians scattered over an extent of territory simply could not be separately negotiated with."

Comment: Hurtado dismisses the prospect of practical negotiation of a treaty with the Indians living in present Sonoma, Napa, Marin, and Solano counties on the basis of the "extent of territory" they occupied. This is an astounding claim in light of the history of Indian treaties in the United States. The federal government several times entered into agreements for millions of acres. The Nez Perce Treaty of June 11, 1855, for example, ceded nearly nine million acres in southeastern Washington, northeastern Oregon, and west-central Idaho. Hurtado's conclusion is not substantiated in the history of treaty relationships between tribes and the United States.

8. On p. 15 Hurtado refers to Major Henry Wessells' comment in 1851 about the Pomo Indians who met with Redick McKee along the Russian River. He quoted Wessells who wrote that these

Pomo had "been for years employed or had been residents on the different ranches of the valley, and seem to have become identified with the estates, though producing little in proportion to the numbers so employed."

Comment: Hurtado's conclusion that these Pomo had developed a "sense of identification with the ranches where they were employed" may be true. The ranches referred to by Major Wessells, however, were not at Vallejo, nor in the Napa Valley, nor along Sonoma Creek. They were forty-five to seventy miles west in the valley of the Russian River.

9. On pp. 17-19 Hurtado argues that the Royce cession map of 1899 must be valued as a historical document.

Comment: While Royce often correctly mapped Indian land cessions, his map for California, published in 1899, was fatally flawed. The legal definition of ceded lands is in the language of the treaty, not a map drawn forty-eight years later. The unratified treaty of August 20, 1851, did not define the land cession. It only identified an area of land reserved for Indian use in the Clear Lake Basin. The treaty was negotiated only with the Pomo of Clear Lake and upper Eel River and not the numerous tribes, bands, and villages occupying the large area embraced in Royce's erroneous map.

Sources Cited:

Beale, E. F.

1852 Letter of September 30 to Luke Lea. Letters Received, California Superintendency of Indian Affairs, 1849-1882, Microcopy 234, Roll 32, Frs. 587-589, National Archives, Washington, D.C.

Hitchcock, E. A.

1852a Letter of March 23 to Redick McKee. Letters Received, California Superintendency of Indian Affairs, 1849-1882, Microcopy 234, Roll 32, Frs. 829-833, National Archives, Washington, D.C.

1852b Letter of September 21 to Edward F. Beale. Letters Received, California Superintendency of Indian Affairs, 1849-1882, Microcopy 234, Roll 32, Frs. 593-595, National Archives, Washington, D.C.

Henley, Thomas J.

1856 Letter of September 4 to George W. Manypenny. *Annual Report of the Commissioner of Indian Affairs*, 236-246. Washington, D.C.: A. O. P. Nicholson, Printer,

Hurtado, Albert

2006a Report, January 29, 2016. Report submitted to Scotts Valley Band of Pomo.

2006b Additional Comments on the Yocha Debe Response. Report submitted to the Scotts Valley Band of Pomo.

Logan, H. C.

1852 Signed Statement, September 21, Attachment to Letter, E. F. Beale to Luke Lea, September 30, 1852. Letters Received, California Superintendency of Indian Affairs, 1849-1882, Microcopy 234, Roll 32, Fr. 590, National Archives, Washington, D.C.

McKee, Redick

1852a Letter of September 12, 1851, to Luke Lea. *Annual Report of the Commissioner of Indian Affairs, 1851*, 237-238. Washington, D.C.: Gideon & Company, 1852.

1852b Letter of July 20 to Lue Lea. Letters Received, California Superintendency of Indian Affairs, 1849-1882, Microcopy 234, Roll 32, Frs. 930-933, National Archives, Washington, D.C.