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We, the undersigned, having been duly sworn as "arbitrators," chosen by Adam Johnston, as the United States Indian agent, upon the one part, and Isaac H. Marks and Samuel Stone, with others, trading under the name and style of Stone & Marks, upon the other part, (all of the county of Mariposa and State of California,) for the purpose of settling and determining the amount of damage to be awarded to the said firm of Stone & Marks by the government of the United States for the value of their improvements, including a ferry-boat, hotel, gardens, corral, &c., together with their right of pre-emption to the one hundred and sixty acres of land upon which the said improvements are situated; the said firm of Stone & Marks having been ejected from the said premises by the said Adam Johnston, by virtue of his office as Indian agent, and the said Stone & Marks having delivered up to the said Adam Johnston, for the only use and behalf of the United States government, all their right, title, and interest in and to the said premises, houses, gardens, corrals, ferry, &c., with peaceable possession to the said Adam Johnston, as agent of the government, all of which premises are situated on the Mercede river, and in the above-named county and State, the said Stone & Marks guarantying to the United States government the title to the said improvements;—we have awarded to the said Stone & Marks as damages, &c., the amount of twelve thousand dollars, (\$12,000,) to be paid by the government of the United States to the said Stone & Marks, as stipulated in an article of agreement between the said Adam Johnston, as Indian agent of the United States, and the said Stone & Marks, bearing date of June the 4th, 1851, which article of agreement or contract was submitted to us for our consideration by the aforesaid parties, and by which we, as disinterested arbitrators, were to be and have been governed, together with such other evidence as we have deemed necessary to the issue and making up our judgment and final decision in the premises. And we do further agree that the twelve thousand dollars, (\$12,000,) as damages to be paid to the firm of Stone & Marks, shall draw interest of six per cent. per annum from and after the 8th day of this month, (June,) until paid by the government of the United States.

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**S. Doc. 4.**

Given under our hands and seals this the 5th day of June, A. D. 1851.

JAMES R. REYNOLDS, [L. s.]  
*Foreman.*

OWEN O'CONNELL, [L. s.]  
JONATHAN L. SAMPSON, [L. s.]  
*Arbitrators.*

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MERCEDE RIVER, MARIPOSA COUNTY, CAL.,  
June 6, 1851.

I certify, on honor, that the accompanying documents are correct, and were executed for the purposes therein contained.

ADAM JOHNSTON,  
*U. S. Indian Agent.*

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