No. 10-72

IN THE

Supreme Court of the United States

MADISON COUNTY AND
ONEIDA COUNTY, NEW YORK, PETITIONERS

v.

ONEIDA INDIAN NATION OF NEW YORK AND
STOCKBRIDGE-MUNSEE COMMUNITY,
BAND OF MOHICAN INDIANS

ON WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

BRIEF FOR ONEIDA LANDOWNERS, INC., AS AMICUS CURIAE SUPPORTING PETITIONERS

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INTEREST OF THE AMICUS CURIAE[1]

The Amicus Madison-Oneida Landowners, Inc. is an association of private landowners and tax payers owning homes and businesses in Madison County, Oneida County of Central New York State. They are neighbors of the Respondent.

The association was formed to oppose the Respondents federal suit to evict the members from their modern fully developed properties held for over 200 years under fee simple warranty deeds originating from the State of New York. It was further formed to obtain equality at law with the Respondent who, claims tribal and sovereignty exemption from law, denies a duty to pay for governmental services furnished by the members through taxation to the Respondent which, services are used to gross millions of dollars a year in business revenues without payment for the services used.

SUMMARY OF ARGUMENT

The doctrine of Indian immunity from suit originated as a protective device for Indian tribes whose activities were as internal hunter gatherer.

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[1] Pursuant to Rule 37.6, *Amicus Curiae* states that no counsel for a party authored this brief in whole or in part, and no counsel or party made a monetary contribution intended to fund the preparation or submission of this brief. No person or entity other than the *Amicus Curiae* has made a monetary contribution to the preparation or submission of this brief. Counsel for the parties have consented to the filing of this brief.

That is not true today. Today it is reported that the Respondent lead by a law school graduate turned Indian businessman grosses over $300,000,000 annually in revenues from its ownership and operation of a large casino, hotel, sports complex, cigarette manufacture, t-shirt manufacture, shopping center, twenty+ gas stations on widely scattered locations next to the non Indian premises but outside of the control of local government. That destroys unity of governmental control over the area, impairs or destroys the property values of members, threatens the existence of Town and County government as the Respondent continues to extend its business purchases on the cover provided by this doctrine and sovereignty.

The members are adversely affected as taxpayers and citizens with higher property taxes on their properties to pay for the profitable Indian business.

This Court in the past has deferred to Congress for action on sovereign immunity. Congress has not considered this issue. It has left it up to this Court to reach and determine the necessity and reach of its own doctrines.

The limited waiver of immunity by the Respondent is ineffective to moot this issue in general or in specific, but it clearly shows the Respondent is not in need of these doctrines to obtain the financial ability to pay its share of the taxes without prejudice to its operations.

The doctrine of Indian immunity should be revised, eliminated, or revised to allow sovereign rights

of the State of New York, and its counties and towns to be asserted by suit if so advised and to allow suit by taxpayers and citizens where their property and governmental rights are adversely affected.

The Oneida Reservation has been completely disestablished by 1) the Supreme Court rulings under the Sherrill decision, 2) Federal pre approval of the transactions in the Treaty of Canandaigua by a grant of right to purchase to the individual US citizens and 3) by equity because this is an ancient dispute that is impractical, impossible inequitable to resolve other than leaving the parties as they were before the purchases.

The City of Sherrill is self explanatory, covered in the brief of the Appellant and complete disestablishes any right in the reservation.

The Treaty of Canandaigua contains a clause interpreted by the United States Senate as granting a right to any American to purchase the lands of the Oneidas without federal approval under the non intercourse act (Appendix aa15 to aa17, The Congressional Globe 26 Congress 1st Session Treaty with the New York Indians page 290, Paragraph 2 of the Treaty of Canandaigua) . This interpretation of the Treaty was reaffirmed by the US Attorney General in the Indian Land Claim Court of Claims. This interpretation by the Senate allowed the Oneidas to sell directly to whomever they wished subject to New York's right of pre-emption. This was the policy of the United States Senate for the sale of Land by the New York Indians as stated by the Chairman of the Senate Committee on Indians.

During that 200 years the area lost all Indian character. It would be impossible and impractical and a violation of State sovereignty to grant Indians rights in an area that has lost all indian character. Over 100,000 non Indians live on several hundred thousand acres that now have farms, roads, thruways, canals, trains, highways, towns, cities, villages, counties and 200 years of uninterrupted New York political rule. The land in question has been sold repeated for money in reliance on the validity of the title and the owners are good faith purchasers for value.

The land owners should not be made victims of fickle, vacillating federal policy from 200 years ago. They have been threatened with ejectment. They have had to pay the taxes the Oneida Nation refuses to pay to maintain services to that the Oneida Nation uses. They were the ones who were put out of business when the Oneida Nation targeted a business and undercut the non indian businesses by refusing to collect the taxes.

Absent a governing statute by congress or consent by congress or the State of New York or the cities to the transactions, the court should use the most basic principals of sovereignty: the sovereign has absolute control over his territory, who does business in it and the terms they do business on.

The Oneida Nation was not a federally recognized tribe as of 1934. Sovereignty ends at the reservation line and Kiowa does not mandate sovereign immunity in this case.

The unilateral off reservation purchases by the Oneida Nation are void.

ARGUMENT

I. TRIBAL SOVEREIGNTY SHOULD BE RECOGNIZED AS A ANACHRONISM

Twelve years ago this Court declined to rule on the Court originating Indian claims of sovereignty and immunity from suit, passing off to Congress those questions (*Kiowa Tribe of Oklahoma v. Manufacturing technologies Inc.*(532 U. S. 751 (1998).

In the intervening 12 years Congress has not even considered the problem leaving this Court the only avenue open to do fairness and justice.

In the intervening twelve years the problem has grown to large proportions and presents a danger to the functioning existence and functions of Town and County government necessary to the property values of the members.

The Respondent now reported to have grossed over $300,000,000 annually in revenues from the ownership and operation of a large casino, hotel, sports complex, cigarette manufacture, t-shirt manufacture, ownership of a shopping center, twenty + gas stations in widely scattered locations next to the members premises but outside of the control of government.

That destroys the unity of control over the area and the property values of members and threatens the existence of Town and County government as it

extends by purchase. It is lead by a law school graduate who conceived and executed this business plan using the Court immunities presented.

Now the Court has decided that at least the government has rights to collection of its revenues by foreclosure (*Sherrill v. Oneida Nation* 544 U.S. 197).

Now the Respondent claims immunity from suit and waiver of immunity at the same time. That waiver indicates the clear lack of need to continue the Court doctrine of immunity from suit since surely if the Respondent has sufficient funds, pay taxes and survive it does not need immunity from suit for those taxes. However, waivers are just that i.e. waivers. No governmental body can bind a later body. Further, there is no recitation or proof of passage by a competent legal body or what that body consists of. Thus, the doctrine remains for another day and another use having served its function of sliding by the issue.

The members are citizens of a government based upon the concepts of equality and due process and government. The time has come to recognize the threat to and the invasion of those rights, including the impairment in function and future existence of Towns and Counties of local government from Indian encroachment adjacent to their residences and businesses. The Respondent should not be allowed to do by purchase what this Court has forbidden it do by eviction.

It is apparent that Indian sovereignty and immunity from suit which originated for a internalized

hunter gatherer society no longer fits the changed times.

The abolishment of this historical anachronism of immunity from suit and sovereignty over purchased lands outside of the reservations for 200 years does no harm to the Respondent and is needed in fairness and to protect the rights of the other citizens.

II. ANY POSSIBLE RESERVATION OR INDIAN COUNTRY IS DISESTABLISHED.

On the Second issue specified by the Court i.e., the disestablishment and two hundred years later reestablishment of the reservation claim of the Respondent, it is the Amicus position that the Treaty of Canandaigua providing for sale of the reservation area in the choose to "sell clause" Article 2 (Appendix aa1) approved by Congress before the 1790 Trade & Intercourse Act of July 22, 1790 Ch. 33, 1 Stat 137, granted clear federally approved right of sale of the Respondents former reservation lands.

The Treaty of Canandaigua granted the Oneidas the right to sell land to individual people of the United States. The relevant clause is in Article 2 last sentence (Appendix aa1) The right to sell aspect of that clause has not been ruled upon by this Court.

> Article 2 the United States acknowledge the lands reserved to the Oneidas, Onondaga and Cayuga nations in their respective treaties with the State of New York and called their reservations to be their property: and the

> United States will never claim the same nor disturb them or either of the Six Nations nor their Indian friends residing thereon and united with them in the free use and enjoyment thereof: but the said reservation shall remain theirs until they choose to sell the same to the people of the United States who have the right to purchase.

The Presidential signed the Treaty of Canandaigua after approval by the Senate on 1/21/1795.

By this clause sales were made of the reservation without the need for Federal approval because of Congress specific approval of that right in the treaty approved after the non intercourse act.

This historically accepted interpretation of this clause was stated by Senator Ambrose Hudley Sevier, Chairman of the Committee on Indian Affairs in the Senate at the time of ratification of the Treaty of Buffalo Creek in March of 1840 at page 290 of the Appendix to the Congressional Globe 26 Congress 1st Session Treaty with the New York Indians (Appendix aa15). Mr. Sevier stated on the floor of the Senate when reciting the history of the New York Indians and the United States government when seeking approval of the Treaty of Buffalo Creek:

> The third and last Treaty [Treaty of Canandaigua] ever made by us with the Six Nations of New York in their confederate character (unless the one we are now considering should constitute a single exception) was made in 1794. This was an important treaty and has governed us in all out intercourse with them

> ever since. In that Treaty, we acknowledged separately to each of the tribes composing the Six Nations their individual right and title to certain specific reservations of land and we guaranteed to them separately the possession and enjoyment of the their respective reservations and conferred upon them the right to dispose of the reservations respectively in whole or in part to any citizen or citizens of the United States Whenever and however they might choose and for these rights the indians on their part engaged in the same treaty never to set up any claim to any other lands in the boundaries of the United States than those granted in that treaty.
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> ***
>
> Having then as we have seen by the treaty of 1794 such amply power to dispose of these lands a power so often and satisfactorily exercised by them and the United States having no interest whatever in these lands and being constitutionally incapable of having any any and not being bound by compact as in the case of Georgia to extinguish indian title to those lands, it may well be asked why have we interfered in this affair?

(Appendix aa15)

This interpretation of these clauses persists to this day in the federal government. Regarding these clauses in the Treaty of Canandaigua The United States argued in the Indian Court of Claims on the

Treaty of Canandaigua cases as follows (Appendix aa4) (*Oneida Nation v. United States of America* Docket No.: 301, *Six Nations vs. United States* Docket No. 344):

> In the first place it recognizes the right of the state and Phelps and Gorham to purchase Indian title by describing the lands currently belonging to them by reference to the transactions which had occurred previously between the Indians and the States of Massachusetts and new York and the Phelps an Gorham. And the very language used to spell out the undertaking by the United States is an explicit acknowledgment of that right. The treaty says "the United States will never claim the same nor disturb *** [the indians] *** in the free use and enjoyment thereof: but shall remain theirs until they choose to sell the same to the people of the United States, who have the right to purchase." No other Indian Treaty has been found which contains any such provision recognizing the right of the Indians to sell their lands to anyone other than the United States. This provision was an acknowledgment to them then well known fact that either New York or those who had purchased the pre emption right from Massachusetts had the right to purchase the Indian lands. Moreover, it was an acknowledgment that the Indians were free to sell their lands if they chose and that the United States was placing no restrictions upon such sales to those "who have the right to purchase." Furthermore it is a recognition of the fact that the laws of New York (Ex 1 31), the treaties

> between New York and the Indians (Ex 21) and the Hartford compact (Ex 26, p. 466) all placed restrictions on the purchase of indian lands and that only certain persons had the "right to purchase."

This was mentioned by the Court in *Seneca Nation v. Christy*, 162 U.S. 286: 16 S. Ct. 828 (1896) while reviewing *Seneca Nation v. Christie*, 126 N.Y. 122: 27 N.E. 275 (1891):

> By a treaty between the Six Nations of Indians, which included the Senecas, and the United States, dated November 11, 1794, at Canandaigua, New York, Timothy Pickering, acting as commissioner on behalf of the United States, (7 Stat. 44,) it was agreed that the lands of the Senecas situated in the western part of the State of New York, described in the treaty, (embracing the land in controversy,) "shall remain theirs until they choose to sell to the people of the United States who have the right to purchase."

At one point in time the Senate refused to ratify a Seneaca Treaty (*Seneca Nation v. Christie*, 126 N.Y. 122, 130):

> "The senate, on receiving the communication from the president, referred the "treaty with the Seneca Indians" to the committee on Indian affairs, and afterwards on its being reported back to the senate, that body refused to ratify it, but the senate passed an explanatory resolution as follows: *Resolved,* That by the refusal of the

> Senate to ratify the treaty with the Seneca Indians, it is not intended to express any disapprobation of the terms of the contract entered into by the individuals who are parties to that contract, but merely to disclaim any power over the subject-matter."

The Senecas and Oneidas have identically worded but separate clauses in the Treaty of Canandaigua.

Seneca Nation v. Christy, 162 U.S. 283 16 S.Ct. 828 (1896): *Seneca Nation v. Christie*, 126 N.Y. 122 was the considered the leading case and final resolution of the approval issue for about 100 years as vesting title to New York in the questioned land transactions.

This clause from the Treaty of Canandaigua and its interpretation but the courts are are mentioned several other times; most notably in *The New York Indians*, 72 U.S. 761 (1866) and several New York cases: *Jemison v. Bell Telephone Co.*, 186 N.Y. 493 (1906) 79 N.E. 728: *Thurston v. Miller*, 140 Misc. 471 250 N.Y.S. 728 (1930): *Seneca Nation v. Christie*, 126 N.Y. 122. The cases reflect the traditional resolution of the issue of federal approval of New York transactions with the Indians in favor of New York. The facts are not re-reasoned in terms of modern legal principals which produce the same result on a different basis (*supra*). The State of New York has a unique position in that it exercised exclusive sovereignty over the New York Indians.

The land owners should not be made victims of fickle, vacillating federal policies over the last 200

years. They have been threatened with ejectment. They have had to pay the taxes the Oneida Nation refuses to pay to maintain services to that the Oneida Nation uses. They were the ones who were put out of business when the Oneida Nation targeted a business and undercut the non indian businesses by refusing to collect the taxes. They have a right to settled economic conditions.

On September 15, 1795 the Oneidas conveyed their first "Indenture" to the State of New York and continued conveying in numerous transactions until 1842. The Federal government had representatives in the area that knew of the sales and were listed as present at many of the treaties. The Senate never stopped the conveyances for 50 years which is a good indication of a de facto approval.

A full history of these matters is set forth in the brief of the Attorney-General of the United States attached at Appendix aa4-aa14. Briefly summarized the key historical facts appearing there indicate a war was about to break out with the Iroquois over Presque Isle. The English were pushing for war. But the Federal indian agent Thomas Pickering was attempting to prevent war. So, he convened a counsel of the iroquois tribes in Canandaigua. The Oneidas were concerned that the change in government from the confederacy to a constitutional government might negate their previous Treaties under the Articles of Confederation. The Oneidas wanted their rights reaffirmed as of the time of the Treaty of Fort Schuyler under the Articles of Confederation. The indians requested Pickering codify their rights in the Treaty of Canandaigua

as they had been under the Treaty of Fort Schuyler including including the right to sell their land to individual United States citizens without federal approval. A right they had had under the Articles of Confederation. So, Pickering wrote a clause 2 into the treaty stating that the lands the indians have are theirs, the lands the states have are the states and the people of the United States can purchase directly from the Indians until they choose to sell. His opinion was that the United States had no interest in the land because they did not own the right of pre emption, which resided in either Massachusetts or New York. So the Federal Government suffered no loss. He prevented a war and was appointed Secretary of War. (See attached brief of the Attorney General in the Oneida Court of claims case)(Appendix aa4-aa14).

In 1788 New York State purchased the entire Oneida Indian Reservation and reserved 300,000 acre Oneida state reservation in the Treaty of Fort Schuyler. This occurred under the Articles of Confederation, before the constitution was adopted by the States and the non intercourse act was passed. New York administered the tribe until they obtained federal recognition for a casino (*Sherrill v. Oneida Nation* 544 U.S. 197).

From 1795 to 1838 three theories were used by the federal government for procedures constituting federal approval of New York treaties. They were: 1. Congress needed to approve the treaties under the non intercourse act 2. having the Federal Indian agent at the treaties was sufficient under the non intercourse act and the Treaty of Canandaigua (Appendix aa23 & 24): 3. the Treaty of Canandaigua gave the indians the right to

convey land without federal approval because a treaty was the supreme law of the land (Appendix aa 15, Senator Sevier) At one time or another all three were applied and done. The federal agents are listed as persons present in many treaties and indentures. The question of how to interpret the Treaty clause in relation to Indian treaties before *The Cherokee Nation v. The State of Georgia*, 30 U.S. 1 (1831) also exists.

Originally, Indians were considered foreign nations and administered under the Department of War. Their treaties were considered treaties with a foreign nation under the treaty clause of the constitution. The concept of a Domestic Dependent Nation was decades away. This was before the decision of *The Cherokee Nation v. The State of Georgia*, 30 U.S. 1 (1831) when the court interpreted the constitution to divide constitutional entities into indian tribes, foreign entities and domestic dependent nations. This issue will never arise again. Why decide it?

These are arcane issues are mooted by history. New York State controls the area and has for 200 years. Resurrecting and resolving this dispute is socially and politically disruptive. (*supra* and *infra*).

Equitable principals of laches, good faith purchaser for value, impracticality, impossibility and laches lay to rest any claim of sovereignty of the Oneida Nation. The land claim is based on an arcane dispute that has been mooted by history. The claim is economically, socially and politically disruptive, impossible to enforce and inequitable in that 600 Oneidas with a de minims land presence are trying to obtain political control over 100,000 non indians on

300,000 acres. *The City of Sherrill v. Oneida Indian*, 544 U.S. 197: 125 S.Ct. 1478 (2005). If the Oneidas had a reservation it has been disestablished.

The unilateral purchases of the Oneida Nation of their disestablished reservation should be voided laying the matter to rest. This dispute should be laid to rest now forever.

III. ONEIDA NATION WAS NOT A FEDERALLY RECOGNIZED TRIBE AS OF 1934

The Lower Court referred to Indian trust proceedings in the Lower Court. The Department of Interior appears to be either in ignorance of or not in compliance with the Decisions of this Court that only Indian tribes listed in the Act allowing Indian trust status are entitled to those rights (*Carcieri v. Kempthorne-Narragasset Tribe* 129 US Supreme Court 1058 (2008)(attached hereto is the complete list of Federally recognized tribes as of 1934 and 1935 at aa26 to aa37). There is no Federally recognized tribes in New York as of 1939 (Appendix aa31 and aa32).

IV. SOVEREIGNTY ENDS AT THE RESERVATION LINE.

In any event, Indian sovereignty ends at the reservation line. The present premises are off Indian reservation. There the State of New York is sovereign. Needless to say, the Respondent reservations separated by considerable distance from each other, as is the present circumstance is chaotic.

V. KIOWA DOES NOT MANDATE SOVEREIGN IMMUNITY IN THIS CASE.

Kiowa Tribe of Okla v. Manufacturing Technologies, 523 U.S. 751 (1998) 118 S.Ct. 1700_in discussing private commercial transactions with Indians states:

> Our cases allowing States to apply their substantive laws to tribal activities are not to the contrary. We have recognized that a State may have authority to tax or regulate tribal activities occurring within the State but outside Indian country. See *Mescalero Apache Tribe v. Jones*, 411 U.S. 145, 148-149 (1973); see also *Organized Village of Kake v. Egan*, 369 U.S. 60, 75 (1962).

Since there is no Indian interest left in this region at all (see infra), Indian country or otherwise there is no sovereignty and therefor no immunity on sovereign state land.

CONCLUSION

The doctrine of tribal immunity from suit has outlived its reason and basis and needs to be withdrawn or modified to be restricted to internal tribal matters and to be eliminated from commercial matters and further to be non-applicable to any governmental relations with the sovereign State of New York.

The original reservation has been placed on the market and sold according to Congressional approved

treaty has been disestablished and cannot be reestablished and off reservation transactions are void.

Respectfully submitted,

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A TREATY BETWEEN THE UNITED STATES AND THE TRIBE OF INDIAN CALLED THE SIX NATIONS

***The President of the United States, having determined to hold a conference with the Six Nations of Indians for the purpose of removing from their minds all causes of complaint and establishing a firm and permanent friendship with them, and Timothy Pickering being appointed sole agent for that purpose, and the agent having met and conferred with the sachems, chiefs and warriors of the Six Nations in a great council, now, in order to accomplish the good design of this conference, the parties have agreed on the following articles, which, when ratified by the President, with the advice and consent of the Senate of the United States, shall be binding on them and the Six Nations:

Article 1. Peace and friendship are hereby firmly established, and shall be perpetual between the United States and the Six Nations.

Article 2. The United States acknowledge the lands reserved to the Oneida, Onondaga and Cayuga nations, in their respective treaties with the State of New York, and called their reservations, to be their property; and the United States will never claim the same, nor disturb them or either of the Six Nations, nor their Indian friends residing thereon and united with them, in the free use and enjoyment thereof; but the said reservation shall remain theirs until they choose to sell the same to the people of the United States, who have the right to purchase.

Article 3. The land of the Seneka nation is bounded as follows:

Beginning on Lake Ontario, at the northwest corner of the land they sold to oliver Phelps, the line runs westerly along the lake as far as O-young-yeh Creek, at .Johnson's Landing Place, about four miles eastward from the fort of Niagara; thence southerly up that creek to its main fork; then straight to the main fork of Stedman's Creek, which empties into river Niagara about Fort Schlosser, and then onward from that fork, continuing the same straight course, to that river (this line from the mouth of O-young-wong-yeh Creek to the river Niagara, above Fort Schlosser, being the eastern boundary of a strip of land extending from the same line to Niagara river which the Seneka Nation ceded to the king of Great Britain, at a treaty held about thirty years ago, with Sir William Johnson); then the line runs along the river Niagara to Lake Erie; then along Lake Erie to the northeast corner of a triangular piece of land which the United States conveyed to the State of Pennsylvania, as by the President's patent, dated the third day of March, 1792; then due south to the northern boundary of that State; then due east to the southwest corner of the land sold by the Seneka Nation to Oliver Phelps; and then north and northerly along Phelps' line to the place of beginning on Lake Ontario. Now, the United States acknowledge all the land within the aforementioned boundaries to be the property of the Seneka Nation; and the United States will never claim the same, nor disturb the Seneka Nation, nor any of the Six Nations, or of their Indian friends residing thereon, and united with them in the free use and enjoyment thereof; but it shall remain theirs until they choose to sell the name of the people of the United States, who have the right to purchase.

Article 4. The United States having thus described and acknowledged what lands belong to the

Oneidas, Onondaga, Cayuga and Senekas, and engaged never to claim the same, nor to disturb them, or any of the Six Nations or their Indian friends residing thereon and united with them, in the free use and enjoyment thereof, now, the Six Nations, and each of them, hereby engage that they will never claims any other lands within the boundaries of the United States, not over disturb the people of the United States in the free use and enjoyment thereof.***

Docket No.: 301
INDIAN COURT OF CLAIMS

THE ONEIDA NATION OF NEW YORK, et al.,

v.

UNITED STATES

BRIEF IN SUPPORT OF SUMMARY JUDGMENT BY ASSISTANT ATTORNEY GENERAL PERRY W. MORTON [EXCERPT PAGES 43-53]

***Hostilities with the western Indians still continued throughout this period and in 1794 there appeared to be danger that the New York Indians, or at least the Senecas, might take up arm against the United States. The matter which precipitated a crisis in relations with the New York Indians was action taken by Pennsylvania toward establishing a town at Presqu' Isle (Presqu' Isle is the present site of the city of Erie, Pennsylvania, and is within the so-called Erie Triangle, see supra pp. 9-10). On April 8, 1793, the General Assembly of Pennsylvania, stating that "Whereas establishing a town at Presqu' Isle would promote the settlement of the neighboring country and thereby place the frontiers of Pennsylvania in a safer position," enacted legislation authorizing the laying out of a town at Presqu' Isle (Ex. 46, p. 503). When surveyors and garrisons were sent to the area, the Indians indicated sufficient hostility to alarm the President. Accordingly, acting through the Secretary of War, he requested on

May 24, 1794, that the establishment at Presqu' Isle be suspended (Ex. 47). The Governor of Pennsylvania, deferring to the general government on a matter of war and peace, readily complied (Ex. 46 p. 506; Ex. 47, p. 713). In June the Indians held a council at Buffalo Creek which was attended by General Israel Chapin, United States, United States Indian Agent in New York (Ex. 48). Chapin reported that the Indians were particularly agitated regarding Presqu' Isle (Ex. 48) and suggested that a treaty be held with the Six Nations to settle their differences with the United States (Ex. 48, pp. 520-521). It was thereupon determined to hold a treaty "for the purpose of amicably removing all causes of misunderstanding and establishing permanent peace and friendship between the United States and the Six Nations (Exes. 49, 50). Timothy Pickering, who was appointed to act as commissioner on behalf of the United States, held a conference at Canandaigua, New York, which resulted in the Treaty of November 11, 1794 (7 Stat. 44. Ex. 52).

(b) The Treaty of 1794. By Article I of this treaty, peace and friendship were established between the United States and the Six Nations.

Article II provides as follows:

The United States acknowledge the lands reserved to the Oneida, Onondaga and Cayuga Nations, in their respective treaties with the state of New York, and called their reservations, to be their property; and the United States will never claim the same, nor disturb them or either of the Six Nations, nor their Indian friends residing thereon and united with them, in the free use and enjoyment thereof: but the said reservation shall remain theirs, until they choose to sell the same to the people of the United States, who have the right to purchase.

The reservations referred to, and the treaties with the state of New York by which they were created, are set forth supra, pp. 16-17.

Article III provides as follows:

The land of the Seneka nation is bounded as follows: Beginning on Lake Ontario, at the north-west corner of the land they sold to Oliver Phelps, the line runs westerly along the lake as far as O-young-wong-yeh Creek, at Johnson's Landing-place, about four miles eastward from the fort of Niagara; then southerly up that creek to its main fork, then straight to the main fork of Steadman's creek, which empties into the river Niagara, above forth Schlosser, and then onward, from that fork, continuing the same straight course, to that river; (this line, from the mouth of O-young-wong-yeh Creek to the river Niagara, above fort Schlosser, being the eastern boundary of a strip of land, extending from the same line to Niagara river, which the Seneka nation ceded to the King of Great-Britain, at a treaty held about thirty years ago, with Bir William Johnson;) then the lines runs along Lake Erie to the north-east corner of a triangular piece of land which the United States conveyed to the state of Pennsylvania, as by the President's patent, dated the third day of March, 1792; then due south to the northern boundary of that state;then due east to the south-west corner of the land sold by the Seneka nation to Oliver Phelps; and then north and northerly, along Phelp's line, to the place of beginning on Lake Ontario. Now, the United States acknowledge all the land within the aforementioned boundaries, to the property of the Seneka nation; and the United States will never claim the same, nor disturb the Seneka nation, nor any of the Six Nations, or of their Indian friends residing thereon and united with them, in the free use and enjoyment thereof; but is

shall remain theirs, until they choose to sell the same to the people of the United States, who have the right to purchase.

Thus, it appears that the eastern boundary of the lands acknowledged as belonging to the Senecas was the western boundary of the lands sold by the Six Nations to Phelps and Gorham on July 8, 1788, as set out supra pp. 13-14. I also appears that part of the lands acknowledged to belong to the Senecas were west of the boundary line established at Fort Stanwix in 1784 and that the United States, by acknowledging them as Seneca lands, relinquished the rights ceded to it at Fort Stanwix (see Exhibit B showing the Fort Stanwix boundary line and the wester boundary of the Seneca lands as acknowledged in the treaty at Canandaigua).

Article IV of the treaty provided as follows:

The United States having thus described and acknowledged with lands belong to the Oneidas, Onondagas, Cayugas and Senekas, and engaged never to claim the same, nor to disturb them, or any of the Six Nations, or their Indian friends residing thereon and united with them, in the free use and enjoyment thereof; Now, the Six Nations, and each of them, hereby engage that they will never claim any other lands within the boundaries of the United States; nor ever disturb the people of the United States in the free use and enjoyment thereof.

Inasmuch as the lands acknowledged as belonging to the New York Indians lay entirely within the state of New York, the effect of the Indian engagement never to claim any other lands within the boundaries of the United States was to relinquish any claim to the disputed Erie Triangle, as well as to any

other lands in Pennsylvania or elsewhere in the United States.

The Treaty of Canandaigua is no wise divested or impaired the rights of the states of New York or Massachusetts, nor did it enlarge the rights of the Indians. See option of Attorney General Wirt, March 26, 1819 (Ex. 58, pp. 475-476); see also opinion of Richard Harrison, April 6, 1819 (Ex. 58, pp. 471, 475).

It is apparent on its face that the treaty was not intended to and did not create any greater rights in the Indians than had existed previously, with the exception of the area referred to above which lay between Fort Stanwix line and the western boundary of the Seneca lands as described in the Canandaigua treaty. In the first place it recognizes the right of the state and Phelps and Gorham to purchase Indian title by describing the lands currently belonging to them by reference to the trans-actions which had occurred previously between the Indians and the states of Massachusetts and New York and Phelps and Forham. And the very language used to spell out the undertaking by the United States in an explicit acknowledgement of that right. The treaty says "the United States will never claim the same nor disturb *** [the Indians] *** in the free use and enjoyment thereof: but it shall remain theirs until they choose to sell the same to the people of the United States, who have the right to purchase." No other Indian treaty has been found which contains any such provision recognizing the right of the Indians to sell their lands to anyone other than the United States. This provision was an acknowledgment of the then well-known fact that either New York or those who had purchased the preemption rights from Massachusetts had the right to purchase the Indian lands. Moreover, it was an

acknowledgment that the Indians were free to sell their lands if they chose and that the United States was placing no restrictions upon such sales to those "who have the right to purchase." Furthermore, it is a recognition of the fact that the laws of New York (Exs. 1, 31), the treaties between New York and the Indians (e.g., Ex. 21), and the Hartford Compact (Ex. 26, p. 466) all placed restrictions on the purchase of Indian lands and that only certain persons had "the right to purchase". It is difficult to see how there can be read into the provisions of this treaty a guarantee by the United States that the Indians would be kept in possession of their lands in perpetuity or that the United States would see to it that they would receive any particular price for their lands why they sold them to New York or to the grantees of Massachusetts.

That the foregoing is the proper interpretations of the Treaty of Canandaigua is apparent from a draft of a letter dated December 26, 1974, from Pickering, the United States Commissioner, to Secretary of War Knox (Ex. 54).

As appears on Exhibit B attached hereto, part of the lands to which the Six Nations relinquished any claims at the Treaty of Fort Stanwix lay within the boundaries of the state of New York. In describing the lands which the United States by the Treaty of Canandaigua acknowledged to belong to the Seneca, Pickering bounded them on the west by a line which was west of the line laid down by the Fort Stanwix treaty. The effect, as has already been mentioned, was to relinquish any claim of the United States to an area within the state of New York lying between the two lines. When Knox received a copy of the Treaty of Canandaigua he apparently asked Pickering to explain why he had relinquished the right of the United States

to these lands. A draft of Pickering's reply (Ex. 54) is found among the Pickering Papers which are in the custody of the Massachusetts Historical Society in Boston.

Pickering gave his reason as follows:

1. I knew that the U. States had no right to any part of the Seneka County, but by virtue of the cession made by the States of New York & Massachusetts, which congress had accepted.

2. I knew that the line of cession, when ascertained by Mr. Elliot, was what now constitutes the eastern boundary of the triangular piece of land which the U. States sold to Pennsylvania. **and consequently that the U. States had no right to one feet of the land in question**.

3. I knew that by the agreement between the two states of New York & Massachusetts, the pre-emption right to all the lane in question belonged to Massachusetts; excepting a strip, a mile wide, along the strait of Niagara, which I understood New York was to retain; and that the whole lay within the Jurisdiction of New York.

4. I knew that by Constitution of the State of New York, no purchase or contract for the sale of lands **within the state** made of or with the Indians, within the limits of that state, could be binding on the Indians, or deemed valid, unless made under the authority and with the consent of the legislature of that state. And from the nature of the case, I knew that such authority & consent could never have been given, in regard to the lands in question, when, they were in the terms of the treaty of Fort Stanwix, they were ceded to the United States.

5. I knew, therefore, that the United State had no proper title or right to the lands which I relinquished. In trust, when I proposed to give up the tract between the Pennsylvania Triangle and the Meridian of the Mouth of Buffaloe Creek, I felt myself embarrassed-not in making the relinquishment itself-but for words to express it when should not be deceptive, **For while it might ----------to impress the minds of the Indians with an idea that the relinquishment was of** by presenting an idea of something very valuable while in fact the subject of the relinquishment was a shadow. THe words used in my speech were these -- "All this tract you, by former treaties ceded to the United States: but i am now willing to relinquish all their claim to it."

6. I knew the practical construction of New York Constitution on this point. John Livingston and other obtained from the Six Nations a vast cession of land within that state, which had been made void, because done without the Consent of the Legislature. and I considered that the United State had no better rights that individuals to **acquire a property in the same Indian lands**-receive from the Indians (words crossed out) a cession of the same lands.

7. It is true, that I strenuously endeavored to obtain the strip of land four miles wide, along the strait of Niagara; and I also inserted an article to comprehend the land round the Fort of Oswego, to the extent of six miles square-because the same had been comprehended in the treaty of fort Stanwix, but not seeing how the United States exclusively could hold these lands I had draughted another article, in these words, "All the cessions & relinquishments of the rights & claims of the Six Nations & each of them hereby made, shall be for the benefit of the United States & any of them, and of

any citizen or citizens thereof; to whom, accordingly to their laws and usages, the right of taking & holding the same, does or shall belong." -- The form which the treaty finally assumed, superseded this provision.

8. The objects of my mission to my conference with the Six Nations were, to remove from their minds all causes of complaint and to establish a firm & permanent friendship.

The great cause (words crossed out) of complaint, from all the Indian Nations, Nations, it is too well know, has been the unreasonableness depriving them of their lands, by means not always honorable (words crossed out) too often fraudulent, & sometimes to an unreasonable extent.

The Six Nations, particularly the Senekas, have frequently complained of the treaty of Fort Stanwix. Their complaints of that & of the subsequent treaties on the Ohio were renewed at the late conference.

Pickering went on to discuss the complaints of the Indians in this regard and expressed his belief that he was further justified in making the relinquishment because the purpose f the treaty was to settle differences with the Indians in order to preserve peace whereas to insist upon the kinds of extinguishment of Indian title as had been obtained at Fort Stanwix would be to risk war.

On behalf of the foregoing it is obvious that Pickering was fully aware of the fact that the states, not the United States, has title to the lands, that he was aware of the New York-Massachusetts Compact, and of the New York laws prohibiting purchases of Indian lands without the consent of the state. It is further clear that when he acknowledged certain lands to belong to the Indians he was recognizing their rights as derived from the states, that

when he said that "the United States will never claim the same" he was relinquishing any rights previously acquired at Fort Stanwix by right of conquest and promising that "the United States" would assert no future claims to their lands and that when he said that the lands "shall remain theirs, until they choose to sell the same to the people of the United States, who have the right to purchase" he acknowledged both the right of the Indians to sell and the right of the states or their grantees to purchase. It was a recognition of rights which already existed and a disclaimer of any rights in the United Staes to interfere. It was not an affirmative undertaking by the United States to take action of any kind much less to indemnify the Indians if it failed to take some undefined action.

Between 1794 and about 1850 numerous purchases of lands claimed by the Indians in New York were made either by the state of New York of the owners of the right of preemption which they had acquired by grant from the state of Massachusetts. As to these purchases, petitioners make the same contentions made regarding the Treaty of Fort Stanwix in 1784 (see supra p. 35), i.e., that defendant failed in its duty expressed in the Treaty of 1794 to protect petitioners and keep them secure in the use and possession of their lands and that it failed to lend any aid or assistance to petitioners but permitted them to be exploited and to be unconscionably deprived of their lands for a grossly inadequate consideration (Docket No. 300A, Pet. par. 11; Docket No. 301, Pet. pars. 20, 25, 30, 45, 50, 52; Docket No. 342, Pet pars. 18, 23, 36, 65, 70, 86, 91, 95, 106; Docket No. 343; Pet pars. 16, 20). As we have shown, the Treaty of Canandaigua clearly contemplated the sales which were subsequently made and the United States undertook no obligation with

reference thereto. Consequently, there is no basis for imposing any liability upon the United State for claim arising out of such sales.

Finally, a few claims are based upon alleged trespasses and other wrongful acts by third persons. What has been said with reference to the purchases is ample to show that the United States cannot be held liable for these claims. ***

APPENDIX TO THE CONGRESSIONAL GLOBE
PG. 290

Treaty with the New York Indians-Mr. Sevier.

***Mr. President, in considering the various interests involved in this treaty-the interests of the Senecas, of the citizens of New York, and of the grantees of Massachusetts-the committee have thought it their duty to consider, in connection with those interests, the interest of a fourth part, which is that of the United States. And with a view to understand this complicated affair, the committee have endeavored to trace our relations with the Six Nations of New York, from their commencement up to this day, so far at least as the Senecas are concerned , for the purpose of discovering if there be on our part any undischarged obligations to either of the parties interested in the subject-matter now before us. The first treaty which I have been able to find with the Six nations of New York, was concluded in 1784. That was a treaty of peace; a relinquishment of territory on their part, and definition of their boundary lines on ours. In 1789, five year thereafter, a second treaty was made, which is, so far as I have been able to discover, but little more, if any thing, than a recapitulation of the former one.

The third one last treaty ever made by us with the Six Nations of New York, in their confederated character, (unless the one we are now considering should constitute a single exception,) was made in 1794. This was an important treaty, and has governed us in all our intercourse with them ever since. In that treaty, we acknowledge separately to each of the tribes composing the Six Nations, their individual right and title to certain specific reservations of land; and we guarantied to them separately the possession

and employment of their respective reservations; and con erred upon them the right to dispose of their reservations respectively, in whole or in part, to any citizen or citizens of the United States, whenever and however they might choose ; and for these rights , the Indians, on their part, engaged, in the same treaty, never to set up any claim to any other lands in the boundaries of the United States, than those granted in that treaty.

This was the last treaty ever made by us with those Indians, collectively or separately, from 1794 to 1838; a period of more than forty years. From that time onward, to 1838, we acted in good faith, and permitted those Indians, according to the terms of the treaty in 1794, so far at least as to the Senecas were concerned, to dispose of their New York lands as they chose.

Since 1794, the Senecas have disposed of their lands on several occasions. In 1797 , they were permitted to sell to Robert Morris of Philadelphia a portion of their reservations. Afterward, in 1802 the same Senecas were permitted to sell another portion of their lands to Phelps, Bronson, and Jones; and again, in the same year, to Wilhelm Willick and others; and again, in 1823, to Grigg and Gibson. Each and all of those sales were made openly, freely, and voluntarily, and under the guardian care only of the United States on the one hand, and of the agent , or superintendent, of the Sale of Massachusetts on the other. These lands were transferred by the Indians to the grantors, not by treaty, but by the ordinary deeds of conveyance; nor does the transfer to those lands to Ogden and Fellows, in 1838, vary in a degree, but in the prefixture of a preamble to it, from all the other deeds of conveyance which have been made by them subsequent to 1794.

Having then, as we have seen by the treaty of 1794, such ample power to dispose of these lands a power so often and so satisfactorily exercised by them; and the United States having no interest whatever in these lands, and being constitutionally incapable of having any, and not being bound by compact, as in the case of Georgia, to extinguish the Indian title to those lands, it may well be asked, why have we interred in this affair? Why have we attempted, with unabated assiduity, for more than two years, with our influence, with our agents, and means, and money, to barter with those Indians for their New York reservations? I will endeavor, sir, to unravel this mystery; it is a curious piece of intrigue and history, which should never be forgotten, as it may be of some service to the country hereafter.***

SENATE EXECUTIVE JOURNAL-FRIDAY, JANUARY 2, 1795

The following written messages were received from the President of the United States, by Mr. Dandridge, his Secretary:

United States, January 2nd, 1795

Gentlemen of the Senate:

A spirit of discontent, from several causes, arose in the early part of the present year, among the Six Nations of Indians, and particularly on the ground of a projected settlement by Pennsylvania, at Presque Isle, upon Lake Erie. The papers, upon this point, have already been laid before Congress. It was deemed proper, on my part, to endeavor to tranquillize the Indians, by pacific measures. Accordingly, a time and place was appointed; at which a free conference should be had, upon all the causes of discontent, and an Agent was appointed, with the instructions of which No. 1, herewith transmitted, is a copy.

A numerous assembly of Indians was held in Canandaigua, in the State of New York, the proceedings whereof accompany this message, marked No. 2.

The two treaties, the one with the Six Nations, and the other with the Oneida, Tuscorora, and Stockbridge Indians, dwelling the country of the Oneidas, which have resulted from the mission of the Agent, are herewith laid before the Senate, for their consideration and advice.

The original engagement of the United States to the Oneidas, is also sent herewith.

Go. WASHINGTON.

United States, January 2d, 1795.

Gentlemen of the Senate:

I nominate Timothy Pickering, to be Secretary for the Department of War, vice Henry Knox, who has resigned that office.

Go. WASHINGTON.

Ordered, That they lie for consideration.

It was agreed, by unanimous consent, to dispense with the rule, and proceed to the consideration of the nomination of Timothy Pickering to be Secretary for the Department of War; and

Resolved, That the Senate advise and consent to the appointment; agreeable to the nomination.

Ordered, That the Secretary lay this resolution before the President of the United States.

25 U.S.C. Sec. 233
JURISDICTION OF NEW YORK STATE COURTS IN CIVIL ACTIONS

The courts of the State of New York under the laws of such State shall have jurisdiction in civil actions and proceedings between Indians or between one or more Indians and any other person or persons to the same extent as the courts of the State shall have jurisdiction in other civil actions and proceedings, as now or hereafter defined by the laws of such State; Provided, That the governing body of any recognized tribe of Indians in the State of New York shall have the right to declare, by appropriate enactment prior to September 13, 1952, those tribal laws and customs which they desire to preserve, which, on certification to the Secretary of the Interior by the governing body of such tribe shall be published in the Federal Register and thereafter shall govern in all civil cases involving reservation Indians when the subject matter of such tribal laws and customs i involved or at issue, but nothing herein contained shall be construed to prevent such courts from recognizing and giving effect to any tribal law or custom which may be proven to the satisfaction of such courts; Provided further, That nothing in this section shall be construed to require any such tribe or the members thereof to obtain fish and game licenses from the State of New York for the exercise of any hunting and fishing rights provided for such Indians under any agreement, treaty, or custom: Provided further, That nothing herein contained shall be construed as subjecting the lands within any Indian reservation in the State of New York to taxation for the State or local purposes, nor as subjecting any such lands, or any Federal or State

annuity in favor of Indians or Indian tribes, to execution on any judgment rendered in the State courts, except in the enforcement of a judgment in a suit by one tribal member against another in the matter of the use or possession of land; And provided further, That nothing herein contained shall be construed as authorizing the alienation from any Indian nation, tribe, or bank of Indians of any lands within any Indian reservation in the State of New York: Provided further, That nothing herein contained shall be construed as conferring jurisdiction on the courts of the State of New York or making applicable the laws of the State of New York in civil actions involving Indian lands or claims with respect thereto which relate to transactions or events transpiring prior to September 13, 1952.

EFFECTIVE DATE

Section 2 of the act Sept. 13, 1950, provided: "This Act [this section] shall take effect two years after the date of its passage [Sept. 13, 1950]."

25 U.S.C. Sec. 232

JURISDICTION OF NEW YORK STATE OVER OFFENSES COMMITTED ON RESERVATIONS WITHIN STATE.

The State of New York Shall have jurisdiction over offenses committed by or against Indians or Indian reservations within the State of New York to the same extent as the courts of the State have jurisdiction over offenses committed elsewhere within the State as defined by the laws of the State: Provided, That nothing contained in this section shall be construed to deprive any Indian tribe, band or community, or members thereof, hunting and fishing rights as guaranteed them by agreement, treaty, or custom, nor require them to obtain State fish and game licenses for the exercise of such rights.

(July 2, 1948, ch. 809, 62 State, 1224.)

No. 97.
THE SIX NATIONS.
Communicated to the Senate, March 10, 1802

Gentlemen of the Senate:

The Governor of New York has desired that, in addition to the negotiations with certain Indians, already authorized, under the superintended of John Tayler, further negotiations should be held with the Oneidas, and other members of the confederacy of the Six Nations, for the purchase of lands in, and for, the State of New York which they are willing to sell, as explained in the letter from the Secretary of War, herewith sent. I have, therefore, thought it better to name a commissioner to superintend the negotiations specified, with the Six Nations, generally, or with any of them.

I do, accordingly, nominate John Tayler, of New York, to be commissioner for the United States, to hold a convention or conventions between the State of New York and the confederacy of the Six Nations of Indians, or any of the nations composing it.

This nomination, if advised and consented to by the Senate, will comprehend and supersede that of February 1st, of the same John Tayler, so far as it respected the Seneca Indians.

March 9th, 1802.

TH. JEFFERSON

War Department, 5th March, 1802.

Sir:

Governor Clinton, by his letter of the 20th ultimo, requests that a commissioner, on the part of the United States, might be appointed to attend a treaty with the Oneida Indians or the purchase of about ten thousand acres of land, which that nation is desirous of selling, and which has, heretofore, been leased out to white people.

The Six Nations have also expressed a wish to dispose of a narrow strip of land, which they consider as useless to them, bordering on Niagara river, and a small tract near the former Cayuga settlement.

Accept. sir. the assurance of mv high respect and consideration.

UNITED STATES
DEPARTMENT OF THE INTERIOR
Office of Indian Affairs
Washington

10/16/39

The following list shows Indian tribes, grouped by states, which are under Constitutions and Charters, as approved by the Secretary of the Interior in accordance with the provisions of the Indian Reorganization Act, the Oklahoma Indian Welfare Act, and the Alaska Act. The listed dates show when the Constitutions and Charters went into effect.

N.	Reservation	Official Name	Constitution Approved	Charter Ratified	Tot. Pop.
	Arizona				
1	San Carlos	The San Carlos Appache Tribe	1/17/36		3017
2	Pima	The Gila River Pima-Maricopa Indian Community	5/14/36	2/28/38	4586
3	Ft. McDowell	The Ft. McDowell Mahave-Apache Community	11/24/36	6/6/38	195
4	Hopi	The Hopi Tribe	12/19/36		3325
5	Gila Bend, San Xavier, Sells	The Papago Tribe	1/6/37		5656
6	Campe Verde	The Yavapai-Apache Indian Community	2/12/37		419
7	Colorado River	The Colo. River Indian Tribes of the Colo. River Reservation, Arizona and California	8/13/37		1212
8	Ft. Apache	The White Mountain Apache Tribe	8/26/38		2811
9	Hualapai	The Hualapi Tribe of the Hualapai			

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N.	Reservation	Official Name	Constitution Approved	Charter Ratified	Tot. Pop.
	Arizona				
1	San Carlos	The San Carlos Appache Tribe	1/17/36		3017
2	Pima	The Gila River Pima-Maricopa Indian Community	5/14/36	2/28/38	4586
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6	Campe Verde	The Yavapai-Apache Indian Community	2/12/37		419
7	Colorado River	The Colo. River Indian Tribes of the Colo. River Reservation, Arizona and California	8/13/37		1212
8	Ft. Apache	The White Mountain Apache Tribe	8/26/38		2811
9	Hualapai	The Hualapi Tribe of the Hualapai			

		of the Manchester Rancheria	3/11/36	2/27/37	92
9	Round Valley	The Covelo Indian Community	12/16/36	11/6/37	838
10	Ft. Yuma	The Quechan Tribe	12/18/36		852
11	Quartz Valley	The Quartz Valley Indian Community	6/15/39		29
				Total:	2547
	Colorado				
1	Southern Ute	The Southern Ute Tribe of the Southern Reservation	11/4/36	11/1/38	403
	Idaho				
1	Ft. Hall	The Shoshone-Bannock Tribes of the Fort Hall Reservation	4/30/36	4/17/37	1847
	Iowa				
1	Sac & Fox	The Sac & Fox Tribe of the Mississippi			

		of the Manchester Rancheria	3/11/36	2/27/37	92
9	Round Valley	The Covelo Indian Community	12/16/36	11/6/37	838
10	Ft. Yuma	The Quechan Tribe	12/18/36		852
11	Quartz Valley	The Quartz Valley Indian Community	6/15/39		29
				Total:	2547
	Colorado				
1	Southern Ute	The Southern Ute Tribe of the Southern Reservation	11/4/36	11/1/38	403
	Idaho				
1	Ft. Hall	The Shoshone-Bannock Tribes of the Fort Hall Reservation	4/30/36	4/17/37	1847
	Iowa				
1	Sac & Fox	The Sac & Fox Tribe of the Mississippi			

	Minnesota				
1	Lower Sioux	The Lower Sioux Indian Community in the State of Minnesota	6/11/36	7/1/37	192
2	Prairie Island	The Prairie Island Indian Community in the State of Minnesota	6/20/36	7/23/37	94
3	Consolidated Chippewa	The Minnesota Chippewa Tribe	7/24/36	11/13/37	13232
				Total:	13518
	Montana				
1	Flathead	The Confederated Salish and Kootenai Tribes of the Flathead Reservation	10/28/35	4/25/36	3114
2	Rocky Boy's	The Chippewa Cree Tribe of the Rocky Boy's Reservation	11/23/35	7/25/36	672
3	Tongue River	The Northern Cheyenne Tribe	11/23/35	11/7/36	1573
4	Blackfeet	The Blackfeet Tribe of the Blackfeet			

	Minnesota				
1	Lower Sioux	The Lower Sioux Indian Community in the State of Minnesota	6/11/36	7/1/37	192
2	Prairie Island	The Prairie Island Indian Community in the State of Minnesota	6/20/36	7/23/37	94
3	Consolidated Chippewa	The Minnesota Chippewa Tribe	7/24/36	11/13/37	13232
				Total:	13518
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2	Rocky Boy's	The Chippewa Cree Tribe of the Rocky Boy's Reservation	11/23/35	7/25/36	672
3	Tongue River	The Northern Cheyenne Tribe	11/23/35	11/7/36	1573
4	Blackfeet	The Blackfeet Tribe of the Blackfeet			

	McDermott	Shoshone Tribe	7/2/36	11/21/36	258
6	Yerington	The Yerington Paiute Tribe	1/4/37	4/10/37	134
7	Walker River	The Walker River Paiute Tribe	3/26/37	5/8/37	501
8	The Te-Moak	The Te-Moak bands of Western Shoshone Indians	8/24/38	12/12/38	80
				Total:	2417
	New Mexico				
1	Santa Clara	The Pueblo of Santa Clara	12/20/35		450
2	Mescalero	The Apache Tribe of the Mescalero Reservation	12/25/36	8/1/36	762
3	Jicarilla	The Jicarilla Apache Tribe of New Mexico	8/4/37	9/4/37	727
	North Dakota				
1	Ft. Berthold	The Three Affiliated Tribes of the Fort Berthold Reservation	6/29/36	4/24/37	373

	McDermott	Shoshone Tribe	7/2/36	11/21/36	258
6	Yerington	The Yerington Paiute Tribe	1/4/37	4/10/37	134
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	North Dakota				
1	Ft. Berthold	The Three Affiliated Tribes of the Fort Berthold Reservation	6/29/36	4/24/37	373

7	Pawnee	The Pawnee Indians of Oklahoma	1/6/38	4/28/38	977
8	Caddo	The Caddo Indian Tribe of Oklahoma	1/17/38	11/15/38	993
9	Tonkawa	The Tonkawa Tribe of Indians of Oklahoma	4/21/38		52
10	Ottawa	The Ottawa Tribe of Oklahoma	11/30/38	6/2/39	426
11	Absentee-Shawnee	The Absentee Shawnee Tribe of Indians of Oklahoma	12/5/38		653
12	Potawatomi	The Citizin band of Potawatomi Indians of Oklahoma	12/12/38		2627
13	Thlopthlocco	Thlopthlocco Tribal Town	12/27/38	4/13/39	380
14	Alabama-Quassarte	The Alabama-Quassarte Tribal Town	1/10/39	5/24/39	150
15	Miami	The Miami Tribe of Oklahoma	1/10/39		287
16	Peoria	The Peoria Tribe of Indians of Oklahoma	10/10/39		372
	South Dakota				
1	Lower Brule	The Lower Brule Sioux Tribe	11/27/35	7/11/36	613

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	South Dakota				
1	Lower Brule	The Lower Brule Sioux Tribe	11/27/35	7/11/36	613

1	Tulalip	The Tulalip Tribes	1/24/36	10/3/36	673
2	Swinomish	The Swinomish Indian Tribal Community	1/27/36	7/25/36	302
3	Puyallup	The Puyallup Tribe	5/13/36		319
4	Muckleshoot	The Muckleshoot Indian Tribe	5/13/36	10/31/36	193
5	Makah	The Makah Indian Tribe	5/16/36	2/27/37	408
6	Quileute	The Quileute Tribe of the Quileute Reservation	1/11/36	8/21/37	286
7	Skokomish	The Skokomish Indian Tribe of the Skokomish Reservation	5/3/38	7/22/39	211
8	Kalispel	The Kalipsel Indian Community of the Kalispel Reservation	3/24/38	5/28/38	97
9	Port Gamble	The Port Gamble Indian Community	9/7/39		192
				Total:	2681
	Wisconsin				
1	Red Cliff	The Red Cliff Bank of Lake Superior			

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1	Tulalip	The Tulalip Tribes	1/24/36	10/3/36	673
2	Swinomish	The Swinomish Indian Tribal Community	1/27/36	7/25/36	302
3	Puyallup	The Puyallup Tribe	5/13/36		319
4	Muckleshoot	The Muckleshoot Indian Tribe	5/13/36	10/31/36	193
5	Makah	The Makah Indian Tribe	5/16/36	2/27/37	408
6	Quileute	The Quileute Tribe of the Quileute Reservation	1/11/36	8/21/37	286
7	Skokomish	The Skokomish Indian Tribe of the Skokomish Reservation	5/3/38	7/22/39	211
8	Kalispel	The Kalipsel Indian Community of the Kalispel Reservation	3/24/38	5/28/38	97
9	Port Gamble	The Port Gamble Indian Community	9/7/39		192
				Total:	2681
	Wisconsin				
1	Red Cliff	The Red Cliff Bank of Lake Superior			

2	Klawock	The Klawock Cooperative Association of Alaska	10/4/38	10/4/38	277
3	Craig	The Craig Community Association of Craig Alaska	10/8/38	10/8/38	201
4	Sitka	The Sitka community Association of Craig Alaska	10/11/38	10/11/38	620
5	Kasaan	The Organized Village of Kassan	10/15/38	10/15/38	83
6	King Island	The King Island Native Community	1/31/39	1/31/39	192
7	Atka	The Native village of Taka	5/23/39	5/23/39	91
8	Nikolski	The Native Village of Niolski	6/12/39	6/12/39	87
9	Wales	The Native Village of Wales	7/29/39	7/29/39	189
10	Shishmaref	The Native Village of Shishmaref	8/2/39	8/2/39	235
11	Karluck	The Native Village of Karluck	8/23/39	8/23/39	192
				Total:	2496

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2	Klawock	The Klawock Cooperative Association of Alaska	10/4/38	10/4/38	277
3	Craig	The Craig Community Association of Craig Alaska	10/8/38	10/8/38	201
4	Sitka	The Sitka community Association of Craig Alaska	10/11/38	10/11/38	620
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10	Shishmaref	The Native Village of Shishmaref	8/2/39	8/2/39	235
11	Karluck	The Native Village of Karluck	8/23/39	8/23/39	192
				Total:	2496

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