The original documents are located in Box 4, folder "Indians (2)" of the John G. Carlson Files at the Gerald R. Ford Presidential Library.

THE WHITE HOUSE

WASHINGTON

January 8, 1974

Dear Chief Fools Crow and Matthew King:

On behalf of the President, I want to thank you for your letter of November 19 to him, and for the specific questions you enclosed in the Bill of Particulars which Vine DeLoria delivered to Brad Patterson. We promised to have a detailed response to the specific questions, and the enclosure to this letter, prepared principally by the Department of Justice, constitutes that response. As you asked, the response avoids rhetoric and "soothing words" in its answers and confines itself to facts of history and law, with citations of statutes and Court decisions. By way of preface, however, I would like to add a personal word.

The Sioux people have been raising questions about the implementation of the Government's treaties with the Sioux since the 1920's. At that time, the special place in the judicial branch which the Congress authorized to review and decide those questions and claims was the U. S. Court of Claims. Between the 1920's and 1946, the Sioux filed eleven claims cases before the Court of Claims.

The eleven cases were resolved in favor of the United States Government, with the Court of Claims finding that either the United States had fulfilled its Treaty obligations, or that the Government had paid the Sioux more than the damages which they had sustained.

In 1946, a new avenue for claims was opened up to Indian people by the creation of the Indian Claims Commission. As the answer to question four here indicates, the Western Sioux today have seven pending dockets before the Indian Claims Commission; there has not yet been a final decision in any of these seven.

Your letter therefore comes at a time when some of the very issues of concern to you are in fact being adjudicated by the special body which the Congress has established for this purpose. I am aware that the process of reviewing these seven claims has been lengthy, but at each stage of the review, certain appeals have been filed by the attorneys for the Sioux -- as is of course their right. The result, however, is a prolonged adjudi-

cation process. But it is still going on and final decisions will eventually ome. If the Sioux win, the compensation awards by the United States the Sioux will amount to many millions of dollars.

As the enclosed response indicates, if you have any complaints about how these suits are proceeding you should contact the attorneys who have long been retained by the Oglala Sioux people to represent them in se lawsuits.

You are also aware, of course, that your communication to the President not the official position of the Oglala Sioux. That can come only from e elected Tribal Council and Tribal Officers of the Oglala Sioux. We respect your right to differ with the Tribal Council and to send us your views; in fact the five White House representatives who spent two days with you and your colleagues last May came especially to receive those views and to hear you and your associates who spoke to them. But, as in any democratic society where there is contention and differing opinions, he proper court of last resort is the ballot box. Fortunately, the Oglala Sioux people are about to have the opportunity to express their views and to give their governing mandate to candidates of their choice shortly in an election at the Pine Ridge Reservation. The United States Government otally neutral with respect to the outcome of that election, and we look ward to working closely with whatever Tribal Council and Officers eive the mandate of the Oglala Sioux electorate.

Meanwhile, I believe that the enclosed answers are as specific, complete and detailed as possible. This is what you requested and this is what we have endeavored to do. What these answers say, in sum, is that the 1868 Treaty is still a valid legal document, with its obligations still in force except insofar as any of them have been changed by the Congress, by the parties, satisfied by litigation or expired - and that has happened in several specified instances. I note that you plan to study our response and reply to us once more. If your understandings on any of these questions are different from ours, we will welcome that further word from you.

I think these exchanges are more useful than further large meetings at this time, since they may help to define with greater precision what it is about the 1868 Treaty and its implementation that is troubling you and your colleagues.

In closing, I express the hope that both you as Indian people as well as those of us working in the area of Indian affairs in the Federal Government, will look ahead and not just backwards. I have no desire or inclination to

defend the past two centuries of treatment of Indian peoples. In many instances, they were centuries marked by shameful conduct toward Indians by the Federal Government. The President has broken with that past and in his Message of July 8, 1970 set an agenda for the future which is in a fundamentally new direction. I hope you and your associates will join with us and with the principal nationwide Indian organization in working for the achievement of that agenda.

It is not enough to curse history to undo or repair historic wrongs. What is essential is realistic and sustained action using the intelligence and energy of all those persons and groups in and out of government who understand the legitimacy of Indian grievances and the compelling need to act on them.

Sincerely yours,

Leonard Garment

Leonard Garment
Assistant to the President

Chief Frank Fools Crow
Mr. Matthew King, Chairman
Oglala Sioux Treaty Council
Oglala, South Dakota

attachment

Question No. 1

Does the United States of America regard the Treaty of April 29, 1868, 15 Stat. 635, ratified February 16, 1869, and proclaimed by the President of said nation on February 24, 1869, as a valid legal document binding the Lakota Nation and the United States in a legal relationship?

Answer No. 1

Insofar as the 1868 Treaty has not been changed by the parties, changed by legislation, satisfied by litigation, or expired it is binding on the parties to the same extent that other treaties are binding and is a valid legal document. The extent of its modifications and of its binding effect on the parties is developed more fully below.

Question No. 1(a)

If the United States does not regard this treaty as a valid and legally binding document at what point did the United States disclaim or declare invalid such treaty?

Answer No. 1(a)

To our knowledge, the United States has never disclaimed or declared invalid the 1868 Treaty as a whole. As noted, portions have been modified, revoked, superceded, or satisfied.

Question No. 1(b)

If the United States does not regard this treaty as a valid and legally binding document, what document does the United States regard as legally binding upon either party or both parties?

Answer No. 1(b)

The extent to which provisions of the 1868 Treaty have since been modified and the extent to which they have not been modified, and thereby remain as active treaty commitments, are shown below.

Question No. 1(c)

If the United States does not regard this treaty as valid and legally binding upon it, what is the basis for the claim by the United States that it has any jurisdiction over the people of the Lakota Nation, at all?

Answer No. 1(c)

As noted in Answer No. 1, above, the United States does regard the 1868 Treaty as valid and as binding as other treaties to the extent its provisions have not been changed or satisfied.

Even in the absence of jurisdictions conferred by treaty, it is well established that the United States has general jurisdiction over Indian tribes. See Stephens v. Cherokee Nation, 174 U.S. 445, 478 (1899); Lone Wolf v. Hitchcock, 187 U.S. 553, 565-566 (1903); Choate v. Trapp, 224 U.S. 665 (1912); Shoshone Tribe v. United States, 299 U.S. 476 (1937); Sioux Tribe v. United States, 97 Ct. Cl. 613 (1942). In Federal Indian Law, G.P.O. 1958, page 21 (and the cases cited

in support thereof), it is said:

> At the outset we wish to emphasize the fact that the exercise of these plenary constitutional powers, which emanate from the people, cannot be limited by treaties so as to prevent later repeal, modification, or adjustment of the treaty provisions by Congress in the exercise of its constitutional powers, insofar as they are operative as law within the United States and its possessions. The plenary power of Congress over the Indian tribes, as long as they continue to exist as such, and their tribal property, cannot have been rendered ineffectual by any Indian treaty.

Plainly the law gives Congress jurisdiction over the Sioux tribes, the same as is provided over all other Indian tribes in the United States.

Question No. 2

What is the current status of the 1868 Treaty?

Answer No. 2

The obligations assumed under the 1868 Treaty remain obligatory upon the parties to the same extent that other treaty obligations are obligatory insofar as they have not been satisfied or changed.

Question No. 2(a)

What articles of this treaty does the United States regard as binding upon it?

Question No. 2(b)

What articles of this treaty does the United States believe that it has fulfilled?

Answer Nos. 2(a), 2(b)

Standing alone the questions are rather broad. Many of them, however, are answered below as part of the specific answers to later questions. Additional answers can be made if additional specific questions are posed.

Question No. 2(c)

What articles of this treaty does the United States admit having not yet fulfilled?

Answer No. 2(c)

None, in the sense that the United States has failed either to perform or satisfy the obligations assumed. See generally Sioux Tribe v. United States, 95 Ct. Cl. 72, 81 (1941):

> Plaintiffs' suit therefore is based primarily on the alleged violations of the treaty of 1868, or failure to fulfill its obligations. * * *

The Court concluded:

> We hold that the obligations of the treaty of 1868 have been complied with both in fact and in effect.

Also see with respect to general annuities, Sioux Tribe v. United States, 85 Ct. Cl. 181, 195 (1937), cert. den. 302 U.S. 717:

> * * * This amended petition presents the claim of the Sioux Tribe of Indians for damages sustained by the alleged failure

> of the United States to fulfill its obligations with reference to annuities promised to be paid to the Sioux Indians in the form of property or money by the treaty of April 29, 1868.

The Court concluded:

> * * * Under our construction of the language used in the treaty, it is clear that plaintiff cannot recover.

For additional details of the United States' performance of its 1868 Treaty obligations, see answers below.

Question No. 3

With respect to Article I of said treaty, we regard the dispatch of federal marshals to the Pine Ridge Indian Reservation last winter as a violation of said article in that such behavior violates the provision and promise of Article I that the United States "desires peace, and they now pledge their honor to maintain it." How does the United States justify its invasion of the lands of the Oglala Band of the Lakota Nation by federal marshals last winter?

Answer No. 3

We are unable to see how dispatching the Federal marshals to the Pine Ridge Indian Reservation violates the United States' 1868 pledge to try to maintain peace. This would appear to us to be a performance of the pledge rather than a violation thereof. One of the purposes of sending United States marshals to the reservation was to preserve the peace as promised in Article I of the treaty.

With respect to the conduct of those marshals and the other Federal law enforcement officers last year, a distinguished Indian author and critic has written:

> The federal government proved to be incredibly patient with the AIM militants. It was apparent that several federal laws had been broken, and the conservative Indians demanded that the government use force to remove the armed occupants of Wounded Knee. The administration felt, however, that the saving of lives was more important than enforcing the law in a rigid manner. To prevent bloodshed, it conducted prolonged negotiations with the embattled Indian protesters, thereby winning the gratitude and confidence of the great majority of Indians whose strongest concern was to prevent any loss of life. * * *
>
> It is clear, however, that a new stage in Indian affairs has arrived which can only be solved by fundamental changes in the status and policies of tribal governments. Such basic changes cannot be settled either by the Indians or the federal administration. Under the U.S. Constitution, only the Congress can legislate new policy in the field of Indian affairs; so future solutions will have to wait on the cumbersome process of legislation, preceded by the hard work of intelligent and informed persuasion of a majority of the Congress. [Footnote: From "The New Activism" in DIALOGUE, 1973, Vol. 6, # 2, edited by USIA, pages 11-12.]

Question No. 4

With respect to Article II of said treaty, we regard the building of dams on the Missouri River as a violation of the treaty which continues until the present in that the United States has unilaterally and unconstitutionally deprived the Lakota people of their rights to use all of said Missouri River, the totality of said river laying within the boundaries of the Lakota Nation. What position does the United States take with respect to this violation?

Answer No. 4

The descendant tribes of the ancestral Sioux groups who entered into the 1868 Treaty are presently suing the United States under the provisions of the Indian Claims Commission Act of August 13, 1946, 60 Stat. 1049, 25 U.S.C. sec. 70. Their case alleging claims based on the 1868 Treaty is docketed as No. 74, before the Indian Claims Commission. Docket No. 74-B embraces their claims based on the Act of February 28, 1877, and Docket Nos. 115-119 request accountings by the United States for failing to perform treaty obligations. These suits may embrace, at least in part, the complaint set forth in Question No. 4, above. However, to make sure that the complaints contemplated under Question No. 4 are intended to be included in the Indian Claims Commission litigation, we recommend that Messrs. Foolscrow and King contact the Sioux attorneys handling the litigation. They are:

Marvin J. Sonosky, Esquire
2030 M Street, N. W.
Washington, D. C. 20036

Arthur Lazarus, Jr., Esquire
600 New Hampshire Avenue, N. W.
Washington, D. C. 20037

William Howard Payne, Esquire
1086 National Press Building
Washington, D. C. 20004

These Sioux attorneys should also be contacted for confirmation of, or exceptions to, the other answers set forth in this memorandum which relate to the claims, or possible claims, presented under the Indian Claims Commission Act.

Question No. 5

With respect to Article III of said treaty, we regard the acts of the United States consequent to the Treaty of 1868 as violations of this article in that we are unaware of any effort by the United States to determine the amount of arable land suitable for the people of the Lakota Nation. Does the United States maintain that it has fulfilled this article of the treaty? If so, when? And how?

Answer No. 5

Article 3 of the 1868 Treaty provided:

> If it should appear from actual survey or other satisfactory examination of said tract of land that it contains less than one hundred and sixty acres of tillable land for each person who, at the time, may be authorized to reside on it under the provisions of this treaty, and a very considerable number of such persons shall be disposed to commence cultivating the soil as farmers, the United States agrees to set apart, for the use of said Indians, as herein provided, such additional quantity of arable land, adjoining to said reservation, or as near to the same as it can be obtained, as may be required to provide the necessary amount.

It appears that not "a very considerable number" of Sioux were "disposed to commence cultivating the soil as farmers" in the years following the 1868 Treaty. In fact, very few were. See Sioux Tribe v. United States, 86 Ct. Cl. 299 (1938), cert. den. 306 U.S. 642, and Sioux Tribe v. United States,

89 Ct. Cl. 31 (1939), discussed below. Accordingly, in the absence of a specific showing to the contrary, the United States maintains that it has fulfilled Article 3 of the treaty.

Question No. 6

With respect to Article V of the treaty, we maintain that the United States has failed to enforce the provisions of this article to the benefit of the Lakota people and that far from keeping the agent's office open to investigate cases of depredation on person and property the agent and his successor the superintendent have aided and abetted such depredations and that their actions led directly to the confrontation at Wounded Knee. If the United States feels that it has performed its duties under this article in good faith, can it list its efforts to perform its duties and their results?

Answer No. 6

Article 5 of the 1868 treaty provides as follows:

> The United States agrees that the agent for said Indians shall in the future make his home at the agency-building; that he shall reside among them, and keep an office open at all times for the purpose of prompt and diligent inquiry into such matters of complaint by and against the Indians as may be presented for investigation under the provisions of their treaty stipulations, as also for the faithful discharge of other duties enjoined on him by law. In all cases of depredation on person or property he shall cause the evidence to be taken in writing and forwarded, together with his findings, to the Commissioner of Indian Affairs, whose decision, subject to the revision of the Secretary of the Interior, shall be binding on the parties to this treaty.

Since the signing of the treaty and the establishment of the original agency, the Sioux people have continuously had a resident agent. With the subsequent establishment of separate agencies for the Sioux groups, each has had its own agent (superintendent). Most recently, a separate agency has been established for each of the successor groups on the Lower Brule and Crow Creek nation reservations.

The Pine Ridge agency alone--for the Oglala Sioux--is staffed by some 400 employees, far more than anticipated by the treaty.

All these agencies are administering programs for the benefit of the Sioux people considerably in excess of what is called for under the treaty. The grand total made available through the BIA during 1973 to carry out programs for the benefit of those Sioux people whose ancestors signed the 1868 Treaty, and to maintain the agencies, was approximately $28 million. This is an increase of some $17 million over the amount extended during 1967, only five years earlier. Federal agencies other than the Indian Bureau are programming funds equal to, if not surpassing, those expended by the Bureau. We can contend, therefore, that the Government has complied with its responsibility that its agent faithfully discharged the duties enjoined on him by law.

The respective agencies are open to all Sioux people. Many complaints have been received and are acted upon daily. With respect to "depredation claims" either by or against Indians, our records do not disclose that any such claims have been filed under the Treaty of 1868. Should you be aware of any such cases and would advise us of specifics, we will review them and furnish you with a report.

If, by "depredations," Chief Foolscrow means the allegations which he and his associates have raised concerning recent civil rights violations, the actions of the United States have been diligent and full. Some fifty complaints were brought to the Government's attention. The Civil Rights Division of the Department of Justice and the Federal Bureau of Investigation investigated all of them. They interviewed over 170 witnesses.

None of these investigations has yet turned up anything substantial enough to give the United States a prosecutable case. If by "depredations," Chief Foolscrow means allegations about funds being misused by the Oglala Tribal Council or by the Bureau of Indian Affairs at Pine Ridge, the United States again responded promptly last Spring, and contracted for an outside firm (Touche, Ross) to do a complete audit in both places. The results of the audit reveal that although there has been some sloppy bookkeeping for years by both government and Indian offices, there was no basis for criminal charges in either place.

Question No. 7

With respect to Article VI of the treaty, we maintain that the procedures described in this article were the ONLY means open to either the Lakota people or the United States to allot the lands of the Lakotas. We maintain that the United States, in fraudulently allotting the lands of the Lakotas has violated this article of the treaty. Does the United States claim that it has either fulfilled or followed the procedures described in this article in making allotments of the lands of the Lakotas? If so, how?

Answer No. 7

The first two paragraphs of Article 6 of the 1868 Treaty provided:

> If any individual belonging to said tribes of Indians, or legally incorporated with them, being the head of a family, shall desire to commence farming, he shall have the privilege to select, in the presence and with the assistance of the agent then in charge, a tract of land within said reservation, not exceeding three hundred and twenty acres in extent, which tract, when so selected, certified, and recorded in the 'land book' as herein directed, shall cease to be held in common, but the same may be occupied and held in the exclusive possession of the person selecting it, and of his family, so long as he or they may continue to cultivate it.

> Any person over eighteen years of age, not being the head of a family, may in like manner select and cause to be certified to him or her, for purposes of cultivation, a quantity of land not exceeding eighty acres in extent, and thereupon be entitled to the exclusive possession of the same as above directed.

Since the record shows that but a relatively few Sioux were inclined to farm following the 1868 Treaty, it appears that the benefits of this sixth article were utilized by the Sioux only to a minor degree. In Sioux Tribe v. United States, 86 Ct. Cl. 299, 302-303 (1938), cert. den. 306 U.S. 642, this account of the post-1868 conditions is set forth:

> In the years immediately following the treaty of 1868 there was little change in the mode of life of the Sioux Indians. Only a few of them complied with the provisions of the treaty and settled at the various agencies along the Missouri River. The great bulk continued to roam as before over their vast reservation.

The Court also noted in the same case that (p. 305):

> The facts [as of 1886] do not show the nature or extent of farming operations by each of the families shown in the Commissioner's report as being engaged in agriculture, but a division of the total number of acres reported as being cultivated at the various agencies on the reservation by the number of families reported as 'engaged in agriculture' at such agencies, shows that the families at the Cheyenne River Agency cultivated 2.16 acres: at Crow Creek and Lower Brule, 4.71 acres: at Pine Ridge, 2.11 acres: at Rosebud, 3.74 acres; at Standing Rock, 2.95 acres; at Fort Peck, 1.39 acres; and at the Santee and Flandreau Agency, 20.30 acres, or an average at all the agencies of 3.58 acres. * * *

See, to the same effect, Sioux Tribe v. United States, 89 Ct. Cl. 31 (1939). From the above, it would appear that there was but a small demand for allotments under Article 6 and that a violation of the provision by the United States was improbable.

Moreover, with the enactment of the Act of February 28, 1877, 19 Stat. 254, and the Act of March 21, 1889, 25 Stat. 888, these allotment provisions no longer applied to the Black Hills tract and other substantial portions of the Great Sioux Reservation. With respect to these latter lands and any others that were subsequently excluded from the reservations, the United States was free to allot the same to non-Indians to the extent that the law provided.

On the above record, we submit that the United States fulfilled the obligations of Article 6. Moreover, since the obligations endured for no more than a reasonable time after the 1868 Treaty (Cf. Sioux Tribe v. United States, 86 Ct. Cl. 299, 306-307 (1938), cert. den. 306 U.S. 642), the obligations under the article expired many years ago.

Question No. 8

With respect to Article VII of the treaty, we maintain that this article provides for a special and ongoing educational program for the Lakota people. We maintain that the United States has not fulfilled the provisions of this article and remains liable to the Lakota people in the field of education. Does the United States maintain that it has fulfilled this article of the treaty? If so, how?

Answer No. 3

Article 7 of the 1868 Treaty provides as follows:

> In order to insure the civilization of the Indians entering into this treaty, the necessity of education is admitted, especially of such of them as are or may be settled on said agricultural reservations, and they therefore pledge themselves to compel their children, male and female, between the ages of six and sixteen years, to attend school; and it is hereby made the duty of the agent for said Indians to see that this stipulation is strictly complied with; and the United States agrees that for every thirty children between said ages who can be induced or compelled to attend school, a house shall be provided and a teacher competent to teach the elementary branches of an English education shall be furnished, who will reside among said Indians, and faithfully discharge his or her duties as a teacher. The provisions of this article to continue for not less than twenty years.

The Sioux have already sued the United States upon this article of the 1868 Treaty. The decision is reported, Sioux Tribe v. United States, 84 Ct. Cl. 16 (1936), with the Supreme Court denying certiorari at 302 U.S. 740 (1937). The Sioux claim was described by the Court of Claims as follows (p. 25):

> This Indian case now before the court * * * is predicated upon an alleged failure of the Government to comply with a treaty obligation and an act of Congress respecting the education of the children of the Sioux Tribe of Indians between the ages of six and sixteen years.

The Court went on to explain that the obligation involved was Article 7 of the 1868 Treaty, as quoted above, and that the act involved was that of March 2, 1889, 25 Stat. 888, with section 17 reading as follows:

> That it is hereby enacted that the seventh article of the said treaty of April twenty-ninth, eighteen hundred and sixty-eight, securing to said Indians the benefits of education, subject to such modifications as Congress shall deem most effective to secure to said Indians equivalent benefits of such education, shall continue in force for twenty years from and after the time this act shall take effect; * * *

The Court pointed out (84 Ct. Cl. at 26):

> * * * The record establishes that for a long period of time the Government did not strictly observe the provisions of the seventh article of the treaty of 1868 or Section 16 [should be 17] of the act of 1889 with respect to furnishing the educational facilities provided therein. * * *

The Court, however, thereafter explained that there were good reasons why the United States did not strictly observe the provisions as written. On pages 27-28 it noted:

> The plaintiffs say that the Government is at fault if a sufficient number of Indian children could not be compelled or induced to attend available Indian schools, because the seventh article of the treaty of 1868 'made it the duty

> of the agent for said Indians to see that this stipulation is strictly complied with.' Again it is contended that the Government's failure to adopt the mandatory principles of compulsory education places it in a position where no benefit may accrue to a wrongdoer.

The Court then held (p. 28):

> The contention is, we think, without merit. The Indian parents pledged themselves to compel attendance. The parents, not an Indian agent, possessed the authority to enforce obedience. True, the agent could induce attendance, but for him to seek to compel, as some of them did, was but to invite the demonstration of serious hostility, which actually occurred. Aside from this, however, the duty mentioned was to see to it that, when the status quo mentioned in the treaty obtained, the treaty provisions with respect to schoolhouses and teachers would be strictly adhered to. The burden of proof rests upon the plaintiffs to sustain their case.

The Court went on to state that (p. 35):

> The Government was under no treaty obligations to furnish schoolhouses and teachers if pupils could not be compelled or induced to attend school. Assuredly the treaty provisions were not intended to obligate the Government to do a useless thing, and from this record it is impossible to find that, in the early history of the treaty relationships obtaining, anything like 5,785 Indian children of the designated ages were annually available for schooling.

On page 36 it had this to say:

> What the record does establish is the fact that in 1868 and for many years thereafter the unsettled and chaotic condition of the Sioux Tribe of Indians was such that strict compliance with the treaty of 1868 was an impossibility.
> * * *

And the Court denied liability concluding that (p. 41):

> * * * we believe the Government furnished in the early history of the treaty school facilities in excess of the demand for them from the Indians themselves.

In view of the above holding, we answer Question No. 8 in the affirmative: Yes, the United States has fulfilled its obligation under Article 7 of the 1868 Treaty. Moreover, since the Article 7 provision (as extended by the 1889 Act) expired at the end of 40 years, it is no longer an active provision of the 1868 Treaty having expired over 60 years ago.

Nonetheless, the Bureau of Indian Affairs of course continues to provide educational services to the Sioux people. On the Oglala Reservation, for instance, the Fiscal Year 1974 educational services budget totals $4,878,000 and involves educational services to 2,907 Oglala children and 155 adults, from pre-school to college scholarships, and adult training. As far as we know, no Oglala child is today denied schooling because of any lack of schoolhouses or teachers, and 200 young Oglala men and women are receiving post-secondary scholarship assistance.

Question No. 9

With respect to Article VIII of this treaty, we demand an accounting of the fulfillment by the United States of the provisions of this treaty.

Answer No. 9

Article 8 of the 1868 Treaty provided:

> When the head of a family or lodge shall have selected lands and received his certificate as above directed, and the agent shall be satisfied that he intends in good faith to commence cultivating the soil for a living, he shall be entitled to receive seeds and agricultural implements for the first year, not exceeding in value one hundred dollars, and for each succeeding year he shall continue to farm, for a period of three years more, he shall be entitled to receive seeds and implements as aforesaid, not exceeding in value twenty-five dollars.

The Sioux have heretofore sued the United States on its failure to perform these Article 8 provisions. Sioux Tribe v.

United States, 89 Ct. Cl. 31 (1939). The Court there described the claim as follows (p. 31):

> Plaintiff tribe seeks to recover $782,545.54 for the alleged failure of the United States to fulfill its alleged obligation under Art. 8 of a treaty entered into in 1868 to furnish seeds and agricultural implements to 4,549 heads of families alleged to have been rightfully entitled to such articles of the value of $175 each. From the amount of $796,075 thus obtained plaintiff deducts $13,529.46 actually expended by the defendant for seeds and agricultural implements, and the balance of $782,545.54 is sought to be recovered in this suit.

The Court went on to show that there was very little demand by the Sioux for seeds and agricultural implements at that time (pp. 33-37) and concluded (p. 38):

> Art. 8 of the treaty was not a continuing obligation of the Government, and we think a period of ten years over which the Secretary of the Interior held the appropriation, totaling $94,000 made by Congress, for the purpose of purchasing selected lands and in good faith commenced farming for a living was a reasonable period of time.

In view of the above, our answer to Question No. 9 is that the United States has already accounted to the Sioux for Article 8 obligations.

Question No. 10

With respect to Article X of this treaty, we demand an accounting of the fulfillment by the United States of the provisions of this treaty.

Answer No. 11

Article 10 of the 1868 Treaty provided:

> * * * And it is hereby expressly stipulated that each Indian over the age of four years, who shall have removed to and settled permanently upon said reservation and complied with the stipulations of this treaty, shall be entitled to receive from the United States, for the period of four years after he shall have settled upon said reservation, one pound of meat and one pound of flour per day, provided the Indians cannot furnish their own subsistence at an earlier date. And it is further stipulated that the United States will furnish and deliver to each lodge of Indians or family of persons legally incorporated with them, who shall remove to the reservation herein described and commence farming, one good American cow, and one good well-broken pair of American oxen within sixty days after such lodge or family shall have so settled upon said reservation.

In the case of Sioux Tribe v. United States, 86 Ct. Cl. 299 (1938), cert. den. 306 U.S. 642, the Sioux Tribe sued on this provision of the treaty with the Court of Claims describing their claims in these words (p. 306):

> It is the position of the plaintiff that under the stipulation of Art. 10 of the 1868 Treaty with the Sioux Tribe of Indians the United States was obligated to furnish one cow and a pair of oxen to each and every family in the Sioux Tribe which removed to the reservation at any time and which, at any time, thereafter, commenced to farm. On this basis it is contended that the Government incurred an obligation under Art. 10 of the treaty of $210 a family, or $955,290. After deducting the amount of $126,000 expended by the Government for the purposes mentioned under Art. 10, plaintiff seeks judgment for $829,290.

The Court then noted the United States' contentions in this fashion (pp. 306-307):

> Defendant contends that the primary purpose of the Treaty of 1868, and particularly the stipulation of Art. 10, with reference to furnishing each family who commenced farming with one cow and two oxen was an added inducement to the tribe to abandon its nomadic life, settle upon the reservation, and at least make a start toward becoming self-sustaining; that the offer was open for acceptance by such families of the tribe as were already on the reservation or those who removed thereto within a reasonable time and who commenced to farm within a reasonable time. It is further contended that it was obviously not the intention of the treaty makers that this offer under Art. 10 was to remain open for acceptance at the whim of the Indians at any time in the future, but only within a reasonable time after ratification of the treaty; that the plain intention of the treaty was that removal to the reservation and commencement of farming should be practically coincident; that the stipulation was so understood and interpreted by the Government, and that this interpretation is justified and sustained when other provisions of the treaty relating to the same subject matter are considered. Finally it is contended by defendant that the record fails to show that the amount of $126,000 appropriated in July 1870 and expended by the Secretary of the Interior between that date and 1880 was not sufficient to supply such families with the animals agreed to be furnished as had, in good faith, accepted the offer contained in Art. 10 and had commenced farming within the meaning of the treaty.

The Court thereafter agreed with the contentions made by the United States (pp. 307-311) and dismissed the petition (p. 311).

Here again, we believe it clear that the United States has already accounted to the Sioux under Article 10 and that no further accounting should be necessary.

Question No. 11

With respect to Article XI of this treaty, we declare that we, the Lakota Nation, have fulfilled this provision. Does the United States maintain that it has fulfilled the provisions of this article of the treaty? If so, when? and How?

Answer No. 11

Other than the road and construction provisions of the sixth clause, the United States did not assume any obligations in Article 11. The sixth clause reads as follows:

> They [the Sioux] withdraw all pretence of opposition to the construction of the railroad now being built along the Platte river and westward to the Pacific ocean, and they will not in future object to the construction of railroads, wagon-roads, mail-stations, or other works of utility or necessity, which may be ordered or permitted by the laws of the United States. But should such roads or other works be constructed on the lands of their reservation, the Government will pay the tribe whatever amount of damage may be assessed by three disinterested commissioners to be appointed by the President for that purpose, one of said commissioners to be a chief or headman of the tribe.

Insofar as we know, the substance of this provision (i.e., to fairly pay for any reservation lands taken for public purposes) has been obligatory on the United States, either under the treaty or under the provisions of general law, from 1868 to the present time, and no doubt many works have been constructed on the Sioux reservations during this

period. We assume any lands taken in connection therewith have been in accord with the legal and equitable requirements obtaining. If Messrs. Foolscrow and King feel any such takings are questionable, they should identify same and set forth their reasons. A further answer could be made at that time.

Question No. 12

With respect to Article XII of this treaty, we maintain that the ratification by Congress of this treaty foreclosed the use by the United States of America ANY OTHER POSSIBLE MEANS of gaining additional land cessions from the Lakota Nation. Does the United States feel that it has fulfilled the provisions of this article of the treaty? If so, when? and How?

Answer No. 12

Article 12 of the 1868 Treaty provides:

> No treaty for the cession of any portion or part of the reservation herein described which may be held in common shall be of any validity or force as against the said Indians, unless executed and signed by at least three-fourths of all the adult male Indians, occupying or interested in the same; and no cession by the tribe shall be understood or construed in such manner as to deprive, without his consent, any individual member of the tribe of his rights to any tract of land selected by him, as provided in article VI of this treaty.

Insofar as we can presently ascertain, this provision has not been repealed and accordingly is applicable to transfers made of the Sioux reservation lands. However, the treaty provision does not bar the United States from taking such lands without consent, the same as it takes lands from non-Indian owners without their consent, i.e., under its powers of eminent domain.

The treaty also does not bar Congress from taking Indian lands under its plenary powers to manage Indian affairs. The opinion in Sioux Tribe v. United States, 97 Ct. Cl. 613 (1942), goes to great length in explaining the distinction between these two exceptions to consensual land transfers. Note particularly these words from pages 668-669:

> There was inherent in the treaty of 1868, as one of the necessarily implied conditions thereof, the undeniable right of Congress, if it deemed the interests of the Indians as well as those of the Government and the existing circumstances dictated or required, to legislate under the act of 1871 in whatever way it might choose with reference to the management and control of the property and affairs of the Indians, even though such action should be in conflict with some treaty provision and against the desire of the Indians.

The Court went on to show the reason for the rule as also its limitations (pp. 669-689) and concluded that, under the facts and laws pertaining thereto, the Sioux were not entitled to further recovery for the 1877 transfers of the Black Hills and the Sioux hunting rights. See also the cases cited in Answer No. 1(c), above.

This claim, of course, is one of those which the Sioux have brought to the Indian Claims Commission, and is one of the pending dockets before that Commission.

We conclude that the provisions of Article 12 of the 1868 Treaty are still applicable and that except for eminent domain takings or transfers made under the plenary powers of Congress, Sioux reservation lands cannot be transferred without the consent of three-fourths of the adult male Indians.

Question No. 13

With respect to Article XV of this treaty, we maintain that when the Lakota people accepted the reservation outlined in this treaty as a permanent home such acceptance thereby foreclosed any cession of jurisdiction by the United States over the Lakota Nation. How does the United States interpret the phraseology "permanent home"?

Answer No. 13

Article 15 of the 1868 Treaty provides as follows:

> The Indians herein named agree that when the agency-house or other buildings shall be constructed on the reservation named, they will regard said reservation their permanent home, and they will make no permanent settlement elsewhere; but they shall have the right, subject to the conditions and modifications of this treaty, to hunt, as stipulated in Article 11 hereof.

With respect to the "permanent home" concept, Article 2 should also be considered:

> The United States agrees that the following district * * * shall be, and the same is, set apart for the absolute and undisturbed use of the Indians herein named * * * and the United States now solemnly agrees that no persons except those herein designated and authorized so to do * * * shall ever be permitted to pass over, settle upon, or reside in the territory described * * *.

Conveyances of land in the United States may be made for a period of time or may be permanent transfers of the land. Parties to a permanent transfer may select such words as they choose to show the permanency. Other choices, besides those used in Article 2 and 15 above, would include the term "fee simple," "heirs and assignees forever," etc. Regardless, however, of the words used to designate the permanency of the transfer, one should keep in mind that the permanency as therein stated is always subject to the United States' right to take such lands under its power of eminent domain or under the plenary powers of Congress (see Answer No. 12, above), as well as subject to subsequent voluntary transfers made by the owners thereof.

Question No. 14

With respect to Article XVI, how does the United States interpret the phrase "unceded Indian territory"?

Answer No. 14

The meaning of this phrase and the rights of the tribe under it are in litigation in Docket No. 74-B before the Indian Claims Commission. The matter is complicated and we do not feel that it would be proper for us to express an opinion on the meaning of this provision at this time. The tribe is represented by competent attorneys, and we feel that under the circumstances we should await the decision of the Commission before expressing any opinion.

Question No. 15

With respect to Article XVII of this treaty, how does the United States interpret this article insofar as it only abrogates those portions of previous treaties and agreements that obligate the United States to provide money, clothing, or other articles of property?

Answer No. 15

Article XVII reads as follows:

> It is hereby expressly understood and agreed by and between the respective parties to this treaty that the execution of this treaty and its ratification by the United States Senate shall have the effect, and shall be construed as abrogating and annulling all treaties and agreements heretofore entered into between the respective parties hereto, so far as such treaties and agreements obligate the United States to furnish and provide money, clothing, or other articles of property to such Indians and bands of Indians as become parties to this treaty, but no further.

As we read the provision it abrogates United States' obligations of prior treaties and agreements only insofar as obligations of money, clothing, and other property are concerned. Other provisions, to the extent they were not otherwise changed or satisfied, would continue past the 1868 Treaty.

THE WHITE HOUSE

WASHINGTON

May 30, 1974

MEMORANDUM FOR: THE FILE

FROM: SKIP WILLIAMS SW

SUBJECT: Mr. Rich La Course -- American Indian Press

I spoke briefly this afternoon with Mr. Rich La Course from the American Indian Press. He had several questions in connection with the subpoena received by the White House which was issued by Judge Nichol.

I told him that I could only answer questions that were a matter of public record. He asked about the return date of the subpoena and whether documents were requested in addition to tapes. I told him that return date of the subpoena had been adjourned from May 28 because the defense attorneys had indicated that they wished to file an affidavit executed by John Dean. The judge gave us ten days to respond after the filing of the Dean affidavit. I also told him that I knew about no request for documents in addition to tapes and that the subpoena itself only referred to tapes.

He inquired about the question of executive privilege in connection with the tapes and I told him that I could not comment on that at this time and that our official position would be set forth in the court.

He asked if he should communicate any further inquiries he had on this matter directly to me. I told him that he should deal through the press office and if they were unable to supply him with the information he needed that they would contact me for that information.

cc: John Carlson

FOR IMMEDIATE RELEASE APRIL 13, 1974

Office of the White House Press Secretary
(Key Biscayne, Florida)

THE WHITE HOUSE

STATEMENT BY THE PRESIDENT

I take special pleasure today in signing into law S. 1341, the Indian Financing Act.

This bill is the second to be enacted of seven measures which I proposed four years ago when I pledged to follow a new philosophy of self-determination for Indians. The first, enacted in 1970, returned the Blue Lake lands to the Taos Pueblo Indians. It continues to be my hope that with the support and encouragement of the Federal Government, we can create a new era in which the future of Indian people is determined primarily by Indian acts and Indian decisions.

The Indian Financing Act contains three mechanisms to foster economic development for the betterment of the Indian people. One is the consolidation of three existing revolving loan funds now administered by the Secretary of the Interior, and the authorization of an additional appropriation of $50 million for the fund. The second establishes a program whereby the Interior Secretary can guarantee private loans made to Indian organizations and individuals or, in the alternative, insure such loans in the aggregate. The third establishes an Indian Business Development Program in the Department of the Interior which would aid small Indian businesses through grants of up to $50,000 per business. Further, this bill would authorize the Secretary of the Interior to cooperate with the Small Business Administration, ACTION and other Federal agencies and private organizations in providing management and technical assistance to an Indian enterprise which qualifies for loan or grant assistance.

The loan guarantee provisions of this bill are especially significant. The Bureau of Indian Affairs, which has been in the business of making loans to Indians for decades, can cite solid evidence showing that Indians are good loan risks. Unfortunately, the business community has not been fully aware of this fact. The loan guarantee program is the Administration's way of backing up our conviction with Federal money. I hope that enactment of this bill will greatly enhance the financial attractiveness of Indian borrowers in the private sector.

It is also my hope that the enactment of this bill will mark the beginning of a period in which the Congress will promptly send to my desk the remaining proposals I made in 1970 to enable American Indians to become more prosperous and more independent.

I commend the bipartisan work which has made this bill possible and want to see that effort continue for the rest of our Indian legislative program.

# # #

FOR IMMEDIATE RELEASE MAY 3, 1974

Office of the White House Press Secretary
(Phoenix, Arizona)

THE WHITE HOUSE

STATEMENT BY THE PRESIDENT

I am pleased to announce my support of a major enlargement of the Havasupai Indian Reservation in the Grand Canyon. Ousted from lands on the canyon rim almost a century ago, the Havasupai Tribe lives isolated on two small tracts at the bottom of the canyon. The tribe has patiently appealed for the restoration of a land base on the rim. This addition would return historic and religious sites, ancient burial grounds, and life-sustaining springs to the Havasupai. In addition to its historic and religious claims, the tribe needs this land to relieve overcrowding on the reservation and to provide a better economic base.

The land which the tribe seeks lies within the national park and forest systems. When Senators Goldwater and Fannin introduced a bill to enlarge the reservation early in this Congress, the Departments of Interior and Agriculture took the position that a year should be devoted to studying the question. However, after consultation with Secretary Morton, Secretary Butz, Commissioner Thompson, the Arizona delegation, and receiving representations of the tribe, I have concluded that the Havasupais have waited long enough. The House Interior Committee will take up the bill early next week and Congressman Steiger will offer this plan as an amendment to the bill at that time.

Therefore, I am recommending first that sufficient acreage to meet the tribe's economic and cultural needs, up to 251,000 acres of national park and forest lands, be held in trust for the Havasupai Tribe; second, that the tribe and the National Park Service conduct a joint study of the area held in trust and develop a Master Plan for its management, and, third, that the Secretary of the Interior be given a right of access over the lands deleted from the Grand Canyon National Park and held in trust for the Havasupai, in order that he may continue to administer the matchless resources of that park. This plan, which would be due a year after enactment of the legislation, would preserve the area's scenic and environmental values, with special provisions for environmentally sensitive uses. During the interim, the National Park and Forest Services would administer the area so as to protect the status quo: that is, no development would be permitted, and use could not exceed present levels. What I am proposing, in short, is instant trust status for the land which the Havasupais have claimed and one year later a determination by both the tribe and the Secretary of the Interior as to how the values which originally led to the inclusion of the area in national parks and forests can be maintained under Indian ownership.

I note that the acreage to be placed in trust for the tribe does not include a corridor along the Colorado River. This corridor is under scrutiny by the Department of the Interior for possible wilderness designation, and today's recommendation would not affect the outcome of that decision-making process.

With the environmental protections built into the recommendation I am making today, I believe that transfer of park and forest lands into trust for the Havasupais would protect the integrity of the area. We must remember that the conservation record of the American Indian, stretching over the thousands of years he has inhabited this continent, is virtually unblemished.

# # #

THE WHITE HOUSE

WASHINGTON

June 19, 1974

MEMORANDUM TO: LEONARD GARMENT

FROM: BRADLEY H. PATTERSON, Jr.

SUBJECT: AIM Coming to Washington

As you know, the 7-day-long convention of the American Indian Movement in South Dakota from the 9th to 16th went off without incident, in part due to some careful planning by local and national BIA, HEW and Justice officials.

Then a caravan went to Aberdeen, Regional Headquarters of BIA. They are meeting there now with local HEW (Indian Health) and BIA officers but, using some threats of violence there, have absolutely insisted that Commissioner Thompson meet with them.

Thompson has agreed to do so; to meet with a group of ten here in Washington next Monday or Tuesday, under a policy he has of meeting with Indian leadership for peaceful discussions.

Washington, unlike Mobridge, South Dakota, will give AIM a national if not a world PR stage and although their spirit of confrontation is reportedly lower now, it would be lacking in perspicacity if we did not anticipate such possibilities as:

a) Many more than ten showing up;

b) Demands to meet with White House, State, UN and Senate Foreign Relations officials on what they term "international" treaty issues;

c) Refusal of the 150 adherents in Aberdeen to leave there peacefully until they see "the results of" the Washington talks, not just the fact of the meeting itself (a technique used on us a year ago).

Meetings are planned to discuss tactics; will keep you informed; this is simply an alert for what will hopefully be not much more than a minor headache.

CC: General Haig
General Scowcroft
Frank Zarb
John Carlson
Deputy Attorney General Silberman
Ken Cole
Gerald Warren
Norman Ross

INT, Indians

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

Memorandum for the President

From: Kent Frizzell, Acting Secretary

Subject: Major Indian Accomplishments in the Last Year

1. Washington fishing rights case. In June, the Ninth Circuit Court of Appeals decided the major fishing rights litigation in Washington State in favor of the United States and approximately two dozen Indian tribes. The case was commenced by the United States in 1970 to protect off-reservation treaty fishing rights of the tribes in Western Washington. The court held that past state regulation of Indian treaty fishing was an infringement of treaty rights. Similar cases have been won or are pending in Oregon, Minnesota and Michigan.

2. Reservation Boundary Disputes. In the past fourteen months, the Interior Department has determined that the Chemehuevi and Fort Mohave Tribes hold title to 6,000 acres of valuable riparian land along the Colorado River in California. In May of this year, the United States filed suit to quiet title of the Omaha Tribe to several thousand acres of farm land along the Missouri River in Iowa, and has secured tribal possession of this land pending final outcome of the case.

3. Adjudication of Indian Water Rights. Usually Indian reserved water rights under the "Winters" Doctrine are prior in time to almost all non-Indian uses of water in the western states. But enforcement of these rights in the past has generally been lax. The United States has expedited the filing of cases to confirm Indian reserved water rights -- in the last year, new cases have been brought which the United States is asserting or defending on behalf of the Papago Tribe in Arizona, the Pyramid Lake Tribe in Nevada, the Jicarilla Apache Tribe in New Mexico, the Southern Ute and Ute Mountain Tribes in Colorado and the Crow and Northern Cheyenne Tribes in Montana. These cases frequently involve thousands of parties on important streams in the western United States.

4. The Indian Self-Determination and Education Assistance Act. In a 1970 Message to Congress, President Nixon announced his historic policy of "self-determination" for Indian tribes, and proposed legislation to remove "the suffocating pattern of paternalism" by which federal agencies administer virtually all services on reservations. On January 4, 1975, the President signed into law this proposed legislation as modified and enacted by Congress. The Act is clearly one of the most significant pieces of Indian legislation over the last 40 years. It will allow tribes to contract directly with the Bureau of Indian Affairs and Indian Health Service for tribal administration of most federal programs serving the tribes. The successful implementation

of this legislation will make a historic breakthrough in the relationship between the Federal Government and Indian people. The Interior Department is developing a thorough set of regulations designed to be fully responsive to the needs of the Indian community to become effective on January 4 in accordance with the statutory requirements of this act.

5. Indian Financing Act. In 1974 Congress passed another of President Nixon's 1970 proposals -- The Indian Financing Act. The law authorizes, over a three-year period, $60 million for grants, $50 million for direct loans, and another $60 million for the subsidization and guarantee of loans to the Indian community. It is anticipated that the authority will provide at least $200 million in economic stimulation over the next few years throughout the Indian community. The Interior Department has developed regulations and is now implementing this historic economic development measure for Indians.

6. Restoration of Trust Responsibility to Menominee Tribe. Another key aspect of President Nixon's 1970 Message was reversal of the discredited termination policy, by which Congress in the 1950's withdrew federal services and trust status from many tribes. In December, 1973, with administration support, Congress repealed termination of the Menominee Tribe in Wisconsin. The Interior Department has during the past year worked out a plan to resassume trust ownership of tribal lands and assets and provide full federal services to the tribe and its members.

7. Education. During the past year, the Interior Department has adopted new regulations under the Johnson-O'Malley Act of 1934 which:

a. greatly strengthen the role of Indian parents in controlling how federal funds will be used in public school districts with Indian children; and

b. restrict the use of such federal funds to Indian pupils and programs directly benefiting Indian students rather than providing for all basic educational expenses of the public schools.

Kent Frizzell

Indians

UPI125

(INDIAN COMMISSION)

WASHINGTON (UPI) -- THE HOUSE TODAY APPROVED BY VOICE VOTE AND SENT TO THE SENATE A MEASURE TO AUTHORIZE $1.4 MILLION TO CONTINUE THE INDIAN CLAIMS COMMISSION TO JULY 1, 1975.

THE HOUSE INTERIOR COMMITTEE, WHICH DRAFTED THE MEASURE, NOTED THAT THE COMMISSION, BY CONGRESSIONAL MANDATE, WILL EXPIRE IN 1977 BUT CONTINUED FUNDING, ON AN ANNUAL BASIS, IS NEEDED UNTIL THAT TIME.

THE COMMISSION HANDLES INDIAN TRIBAL CLAIMS AGAINST THE GOVERNMENT, BASED ON WHAT THE COMMITTEE CALLED "LEGAL CLAIMS AND MORAL CLAIMS BASED ON UNCONSCIONABLE DEALINGS."

THE PANEL NOTED THAT SINCE ITS INCEPTION IN 1946 THE COMMISSION HAS DISPOSED OF 413 CLAIMS, 235 OF WHICH RESULTED IN AWARDS TOTALING $486.5 MILLION. THE COMMISSION STILL HAS 198 CLAIMS PENDING AND AFTER ITS EXPIRATION SUCH CLAIMS WOULD BE TRANSFERRED TO THE U.S. COURT OF CLAIMS.

UPI 06-17 04:40 PED

September 18, 1974

MEMORANDUM FOR: COMMISSIONER MORRIS THOMPSON

SUBJECT: Response To Kootenai Nation Letter Of September 11, 1974

Confirming our conversation of last night, you will be in touch with Mr. Briscoe and prepare and sign a response to the Kootenai Nation letter (the original incoming, which I received only yesterday, is attached). It will be a response which recites the positive things which are happening (e.g. re S. 634, the Church land exchange, etc.) which deals with as many of their questions as is possible, and which designates an appropriate BIA official as a contact point for the Kootenais to talk with. It will also be in telegraphic form to reach Bonner's Ferry before Friday night.

Bradley H. Patterson, Jr.

cc: Frank Zarb
John Carlson
Dennis Ickes

September 19, 1974

MEMORANDUM FOR: JACK HUSHEN

FROM: JOHN G. CARLSON

SUBJECT: KOOTENAI INDIANS TO DECLARE WAR ON U.S.

The Kootenai Indians of Idaho have sent a letter to the President listing several problems and concerns, and stating that if, after five days, (midnight Thursday) no positive action is initiated on behalf of the Kootenai Indians by the government of the United States, they will deem it necessary and proper to initiate action in the form of a declaration of war on the United States of America.

Has the White House received the letter from the Kootenai Indians, and what is the President's response?

GUIDANCE: We did receive the letter from the Kootenai Indians on Tuesday afternoon, and the letter was forwarded to Morris Thompson, the Commissioner of Indians Affairs at the Bureau of Indian Affairs, Department of Interior. He is to respond on behalf of the President.

Why was the letter referred to Interior for response, and not handled directly here at the White House?

GUIDANCE: Mr. Thompson is an expert on Indian Affairs and since the Kootenai Indians are a Federally recognized tribe, they come within the BIA's jurisdiction.

It's my understanding that tonight at midnight is the deadline for response. Will you meet that deadline?

GUIDANCE: I understand that the deadline has been extended until Friday midnight. (Deadline extended because we did not receive the letter until Tuesday.)

Will you provide us with copies of Mr. Thompson's reply?

GUIDANCE: We will try and get copies of his reply for you, if you like.

Kootenai

September 24, 1974

MEMORANDUM FOR: MORRIS THOMPSON
STAN POTTINGER
JOHN CARLSON ✓

SUBJECT: Telegram from
Dennis Banks

Even though some of the statements here are easily rebutted and though the press will probably be given this telegram, I do not plan to have a response prepared unless I hear a contrary recommendation from one of you.

Bradley H. Patterson, Jr.

The White House
Washington

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PMS PRESIDENT GERALD FORD
WHITE HOUSE DC
WE DENOUNCE YOUR PARDON OF RICHARD NIXON. IT SERVES ONLY TO SUPPORT OUR CONTENTION THAT THERE IS A DOUBLE STANDARD OF JUSTICE IN THIS COUNTRY. WHILE PARDONING CRIMINALS LIKE RICHARD NIXON, YOU ARE LEAVING A LIFE LONG SENTENCE OF TERMINATION HANGING OVER THE LIVES OF INDIAN PEOPLE.
WE WILL NOT STAND BY WHILE THE REAL VICTIMS OF THIS GOVERNMENT SIT IN JAIL; YET THOSE WHO HAVE PERPETRATED THE MOST SERIOUS CRIMES AGAINST THIS COUNTRY ARE PARDONED. IF YOUR CONCERN IS FOR THE (GREATEST GOOD OF ALL THE PEOPLE OF THE UNITED STATES), WHERE IS YOUR COMPASSION FOR THE PAIN INFLICTED ON INDIAN PEOPLE? THE INDIAN MURDERS IN FARMINGTON, NEW MEXICO, GO UNNOTICED BY YOUR GOVERNMENT WHICH PROFESSES TO SEEK JUSTICE. WE EXPECT JUSTICE FOR THE INDIANS IN FARMINGTON.
WE DEMAND THE RELEASE OF SARAH BAD HEART BULL, WHO WAS ARRESTED FOR PROTESTING THE RELEASE OF HER SONS MURDERER. WE INSIST ON THE RELEASE OF THE CUSTER DEFENDANTS WHO HAVE BEEN DENIED BAIL PENDING APPEAL WHILE THE WATERGATE CRIMINALS ARE RELEASED ON THEIR OWN RECOGNIZANCE.
WE DEMAND AN INVESTIGATION OF THE GOVERNMENTAL MISCONDUCT IN THE WOUNDED KNEE TRIALS.
WE SUPPORT THE KOOTENAI IN THEIR STRUGGLE AGAINST THE UNITED STATES AND THEIR DETERMINATION TO GAIN A JUST SETTLEMENT FROM YOUR GOVERNMENT.
WHERE IS YOUR JUSTICE AND MERCY FOR INDIAN PEOPLE?
AMERICAN INDIAN MOVEMENT CENTRAL COMMITTEE DENNIS J BANKS

EXECUTIVE DIRECTOR
NNNN

BUREAU OF INDIAN AFFAIRS
1951 CONSTITUTION AVENUE, N.W.
WASHINGTON, D.C. 20245

K00-00/5/3500/01/7161/23N 9/19/74

X

Ron Esquerra 343-5116

AMELIA CUTSACK TRICE
CHAIRWOMAN
KOOTENAI TRIBE OF IDAHO
P.O. BOX 1002
BONNERS FERRY, IDAHO 83805

THIS IS IN FURTHER RESPONSE TO YOUR LETTER OF SEPTEMBER 11, 1974, FORWARDING RESOLUTION NO. 74.

S. 634 TRANSFERRING TWO TRACTS OF LAND TOTALING 12.5 ACRES IN TRUST FOR THE KOOTENAI TRIBE HAS BEEN PASSED BY THE SENATE ON MAY 13, 1974. THE BUREAU OF INDIAN AFFAIRS TESTIFIED IN SUPPORT OF THE BILL ON JANUARY 25, 1974, IN THE SENATE AND ON APRIL 8, 1974, IN THE HOUSE. THE BILL WAS FAVORABLY REPORTED BY THE HOUSE INTERIOR COMMITTEE ON SEPTEMBER 17, 1974, AND IS EXPECTED TO PASS THE HOUSE BY UNANIMOUS CONSENT BY OCTOBER 1, 1974. APPROVAL BY THE PRESIDENT SHOULD FOLLOW APPROXIMATELY ONE WEEK LATER. I WOULD URGE THAT NOTHING BE DONE TO JEOPARDIZE PASSAGE OF THIS BILL. IN ADDITION ON SEPTEMBER 19, 1974, THE PORTLAND AREA OFFICE HAS ACCEPTED TITLE FOR THE UNITED STATES GOVERNMENT AND PLACED IN TRUST ON BEHALF OF THE

KOOTENAI TRIBE THE TRANSFER OF 5.67 ACRES OF LAND FROM THE CATHOLIC CHURCH.

UPON REVIEW OF OTHER ISSUES CITED IN YOUR RESOLUTION, AND DOCUMENTS DELIVERED TO REPRESENTATIVES OF THE PORTLAND AREA OFFICE, IT IS READILY EVIDENT THAT THE COMPLEXITIES OF THE ISSUES RAISED REQUIRE IN-DEPTH ANALYSIS AND COORDINATIVE INVOLVEMENT AMONGST CONGRESS, OTHER FEDERAL AGENCIES, AND STATE AND LOCAL GOVERNMENT BODIES. ACCORDINGLY I HAVE INSTRUCTED THE PORTLAND AREA DIRECTOR, FRANCIS BRISCOE TO MEET WITH YOU IN BONNERS FERRY ON WEDNESDAY, SEPTEMBER 25, 1974, FOR PURPOSES OF WORKING WITH YOUR TRIBAL COUNCIL AND ITS REPRESENTATIVES IN DEVELOPING A CONSTRUCTIVE PLAN FOR EFFECTIVE PRESENTATION AND RESOLVEMENT OF YOUR ISSUES BEFORE THE VARIOUS APPROPRIATE OFFICIALS POSSESSING DECISION-MAKING AUTHORITIES. THE AREA DIRECTOR REPRESENTS ME PERSONALLY AND WILL BE IN A POSITION TO COORDINATE AND WORK WITH THE REQUIRED VARIOUS LEVEL OF GOVERNMENT.

IT IS OUR POSITION THAT THE PRECEDING REPRESENTS THE INITIATION OF POSITIVE ACTION ON BEHALF OF THE KOOTENAI NATION BY THE FEDERAL

GOVERNMENT WITH INTENT TOWARD WORKING WITH THE TRIBE FOR CONSTRUCTIVE RESOLVEMENT OF THE ISSUES AND PROBLEMS RAISED IN YOUR SEPTEMBER 11, 1974, LETTER.

(Sgd) Morris Thompson

5:30

THE WHITE HOUSE

WASHINGTON

September 17

John -

I am up to snuff on the details here, which I can give you as needed.

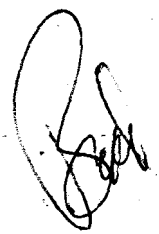
I am recommending that Morrie Thompson respond on behalf of the Exec. Branch with a telegram followed by a letter. We can say that the bill they are interested in is passed the Senate and on the House consent calendar; that the other, smaller, land-transfer they are interested in is being worked out, etc.

Thompson may want to send someone from his DC staff out there, or invite some of that group of 5 to come here; I'll let him call this shot.

The danger would be if the AIM people move in on this "opportunity".

The 5-day deadline has been extended until midnight Friday.

It seems to me we ought to be able to put together a "positive response" enough to keep the situation cool, but can't avoid saying that there is always the possibility of hotheads on both sides, and everyone up in that part of the world carries arms in his auto...



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9/17/74

LETTER OF INTENT

from

THE KOOTENAI NATION OF INDIANS OF IDAHO

TO

THE CONGRESS AND THE PRESIDENT OF THE

UNITED STATES OF AMERICA

SIRS:

AS PASSED IN THE ENCLOSED RESOLUTION, THE KOOTENAI NATION BRINGS TO YOUR ATTENTION, THE INEQUITIES SUFFERED TO THIS DAY AND DEEMING IT NO LONGER POSSIBLE TO SURVIVE UNDER THESE CONDITIONS, TO NO LONGER ALLOW THE DEMORALIZATION AND DEGRADATION OF OUR PEOPLE; WE THEREFORE IMPLORE YOU TO SEND YOUR EMISSARIES, TO SPEAK IN COUNCIL WITH OUR LEADERS, TO RESOLVE, PEACEFULLY, OUR DIFFERANCES.

FOR THIS WE ARE ALLOTING A LAPSE OF TIME OF FIVE (5) DAYS. AT THE END OF THAT TIME, IF, ON YOUR PART, A FAILURE OF COMPLIANCE IS EVIDENT. WE, AS IS OUR DETERMINED INTENT, SEE NO ALTERNATIVE BUT TO DECLARE A CONDITION OF WAR AS EXISTING BETWEEN THE KOOTENAI NATION AND THE UNITED STATES OF AMERICA.

SIGNED: 11 September, 1974

Moses Joseph
Moses Joseph, Tribal Chief

Amelia Cutsack Trice
Amelia Cutsack Trice, Chairwoman

Mathias David
Mathias David, Vice-Chairman

Eileen Lowley
Eileen Lowley, Secretary

Mary David
Mary David, Tribal Council Member

Kootenai Resolution 74___

R E S O L U T I O N

THE KOOTENAI NATION OF INDIANS, KNOWN NOW AS THE KOOTENAI TRIBE OF IDAHO, SITTING IN QUORUM AT BONNERS FERRY, IDAHO, ON SEPTEMBER 4, AT 7:00 p.m., 1974 DOES HEREBY PASS THIS RESOLUTION:

WHEREAS, THE KOOTENAI NATION OF INDIANS HAVE RESIDED WITHIN THEIR ABORIGINAL AREA SINCE TIME EMEMORIAL, AND;

WHEREAS, THESE ABORIGINAL LANDS, AS RECIGNIZED BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA, DID ENCOMPASS AN AREA IN WHAT IS NOW EASTERN IDAHO, WESTERN MONTANA, AND INTO CANADA, TO AN EQUIVALENT OF ONE MILLION, THREE HUNDRED AND SIXTY EIGHT THOUSAND TWO HUNDRED EIGHTY ACRES OF LAND, AND;

WHEREAS, THE GOVERNMENT OF THE UNITED STATES DID ABSORB THESE LANDS AT A MEETING HELD IN ~~HELLGATE, MONTANA, KNOWN AS THE HELLGATE TREATY, IN THE YEAR~~ OF OUR LORD, 1855, WITHOUT THE REPRESENTATION, CONSENT, OR KNOWLEDGE, OF THE KOOTENAI NATION OF IDAHO, DUE TO THE FAILURE, BY THEN, GOVERNOR ISAAC STEVENS, OF THE THEN TERRITORY OF WASHINGTON, WHETHER INTENTIONAL, OR NOT, AS HIS [illegible] DIRECTIVE BY THE PRESIDENT OF THE UNITED STATES AND COMMISSIONER OF INDIAN AFFAIRS, WAS TO CONTACT ALL TRIBES AND BANDS LIVING IN THE AREA TO BE AFFECTED BY THIS TREATY, AND THIS TREATY DID NOT INCLUDE THE ABORIGINAL LANDS OF THE IDAHO KOOTENAIS, AND;

WHEREAS, BETWEEN 1855, AND 1894, AND AS A RESULT OF THE HELLGATE TREATY, THE KOOTENAI NATION WAS IN EFFECT WITHOUT ANY RIGHTS, PRIVILEDGES, OR LAND TO CALL THEIR OWN, ACCORDING TO THE HISTORY AND IN EFFECT BECAME NOTHING, AND;

WHEREAS, AS A RESULT OF THESE MISDEEDS BY THE GOVERNMENT OF THE UNITED STATES, NO TREATY OR OTHER DOCUMENT WAS EVER ENTERED INTO BETWEEN THE KOOTENAI NATION AND THE GOVERNMENT OF THE UNITED STATES, AND;

WHEREAS, WITHOUT THE KNOWLEDGE AND CONSENT OF THE KOOTENAI NATION, THE GOVERNMENT OF THE UNITED STATES DID "ASSUME" TRUSTEESHIP OVER THIS NATION AND ITS PEOPLE, AND;

WHEREAS, THE KOOTENAI NATION, AS A RECOGNIZED SOVEREIGN NATION WITHIN A NATION, DOES OPERATE UNDER A CONSTITUTION AND BY-LAWS ADOPTED BY THE KOOTENAI NATION AT BONNERS FERRY, IDAHO ON APRIL 10, 1947 AND APPROVED BY ACTING COMMISSIONER OF INDIAN AFFAIRS, WILLIAM ZIMMERMAN IN CHICAGO, ILLINOIS ON JUNE 16, 1947, AND;

WHEREAS, IN THE YEAR 1894, THE GOVERNMENT OF THE UNITED STATES, AFTER A TIME LAPSE AFTER 40 YEARS, SINCE THE ABSORBTION OF THE KOOTENAI NATION'S LANDS AND APPARENTLY REALIZING, IN A SMALL DEGREE, THE HUMILITY OF THESE MISDEEDS AND COLONIALISM, DID, "OUT OF THE GOODNESS OF THEIR HEARTS" MAKE INDIVIDUAL ALLOTMENTS, TO WHAT WAS LEFT OF THE KOOTENAI NATIONS OWN LANDS OF APPROXIMATELY 80 ACRES PER FAMILY, WHICH, PER SAE, IS ONLY ONE HALF OF AN ALLOTMENT UNDER THE HOMESTEAD ACT IN REGARD TO THE NON-INDIAN COMMUNITY, AND

WHEREAS, THESE ALLOTMENTS HAVE BECOME SO FRACTIONATED ON AN INTERNATIONAL BASIS THAT IT HAS BECOME A REALTORS NIGHTMARE. TO WIT: EXAMPLES: 21150 / 262,440,000 1 / 1800 1 / 6300 30 / 648,000 3 / 3249 AND;

WHEREAS, THROUGH THE ENTHUSING YEARS THE GOVERNMENT OF THE UNITED STATES "TRUSTEESHIP", WAS LAX WHEREIN THE AMOUNT OF ALLOTTED LANDS HAS DEPLETED FROM AN ORIGINAL &7,000 ACRES TO A PRESENT 1,400 ACRES. AND;

WHEREAS, IN THE YEAR 1927, SOME 4,000 ACRES OF THE INDIVIDUAL INDIAN ALLOTMENTS BORDERING THE KOOTENAI RIVER WERE SOLD, AGAINST THE WILL OF THE KOOTENAI NATION WITHOUT THEIR CONSENT, BY SUPERINTENDENT OF THE COEUR D'-ALENE AGENCY, BYRON A SHARP AND THE DISTRICT SUPERINTENDENT, MR. LIPPS OR TIPPS, FOR PAYMENT IN DIKING THE RIVER BANKS TO FACILITATE THE AGRICULTURAL DEVELOPMENT OF THE RICH BOTTOM LANDS IN NON-INDIAN OWNERSHIP, AND;

WHEREAS, THESE ALLOTMENTS WERE ULTIMATELY AND NATURALLY SOLD TO THE NON-INDIAN COMMUNITY, AND;

WHEREAS, WITHOUT A TREATY, VALID BILL OF SALE, OR DOCUMENT OF TITLE TRANSFER FROM THE KOOTENAI NATION TO THE GOVERNMENT OF THE UNITEDD STATES, THE GOVERNMENT OF THE UNITED STATES AND ITS CITIZENRY ARE, IN REALITY, AND HAVE ALWAYS BEEN, TRESPASSERS ON THE LANDS OF THE KOOTENAI NATION WITHOUT JUST CAUSE, PERMISSION, OR COMPENSATION THEREOF, AND;

WHEREAS, THROUGH THE INDIAN CLAIM COMMISSION, DOCKET NO. 152 OF 1962, A SO CALLED SETTLEMENT WAS MADE TO THE KOOTENAI NATION IN THE AMOUNT OF THIRTY-SIX CENTS ($ .3) PER ACRE, AND

WHEREAS, THE KOOTENAI NATION FEELS THAT, IN LIEU OF THE MILLIONS OF DOLLARS IN RESOURCES TAKEN FROM THE LAND, A SETTLEMENT, MORE EQUITABLE TO THE REAL VALUE OF THE LAND SHOULD HAVE BEEN MADE AT THAT TIME, AND;

WHEREAS, THE KOOTENAI NATION FEELS THAT A TREATY AND A LAND BASE SHOULD HAVE BEEN NEGOTIATED AND ESTABLISHED AT THAT TIME TO FORMALIZE RELINQUISHMENT OF THE ABSORBED LAND OF THE KOOTENAI NATION, AND;

WHEREAS, THE KOOTENAI NATION HAS NEVER RELINQUISHED THEIR HUNTING, FIGHING, OR TRAPPING RIGHTS, EITHER BY EXPRESSED DESIRE, OR CONSENT, WRITTEN OR VERBALLY, AND;

WHEREAS, THE AREA SOLICITOR'S OPINION, BEING NEGATIVE, IN REGARDS TO THE KOOTENAI NATION'S RIGHT TO FISH, HUNT, AND TRAP ON THEIR ABORIGINAL GROUNDS, DELETES THEIR LIFE STYLE AND AVAILABILITY OF NATURAL NATIVE FOODS, AND;

WHEREAS, SOME OF OUR KOOTENAI INDIAN PEOPLE HAVE BEEN ARRESTED, TRIED AND CONVICTED IN THE LOCAL INFERIOR COURTS FOR EXERCISING THEIR ABORIGINAL RIGHTS IN THIS REGARD, AND;

WHEREAS, THE GOVERNMENT OF THE UNITED STATES MAINTAINS THAT THE KOOTENAI NATION HAS NO WATER RIGHTS, MINERAL RIGHTS, OR IN EFFECT, ENTIRELY NO RIGHTS WHATSOEVER OTHER THAN THOSE IMPOSED UPON THEM BY THE GOVERNMENT, AND;

WHEREAS, IT IS A KNOWN FACT THAT A SIGNIFICANT REDUCTION OF REGENERATE BIRTHS WERE RECORDED FOR A COMPLETE GENERATION, CONTRARY TO ALL THE LAWS OF NATURE, AND ALL OTHER POPULATIONS WITHIN THE CIVILIZED WORLD, AND THAT THROUGH GROSS NEGLIGENCE OF THE TRUSTEESHIP OF THE UNITED STATES OF AMERICA, NO INVESTIGATION WAS MADE AS TO THE REASONS WHY, AND;

WHEREAS, THROUGH GROSS NEGLIGENCE OF THE TRUSTEESHIP RESPONSIBILITY BY THE GOVERNMENT OF THE UNITED STATES TOWARD THE KOOTENAI NATION, OUR PEOPLE WERE FORCED INTO COALITION AND LEGAL OVERPOWERMENT BY THE STATE OF IDAHO, AND;

WHEREAS, THROUGH GROSS NEGLECT BY THE GOVERNMENT OF THE UNITED STATES, THE PREVIOUS SUPERINTENDENT HAD VISITED OUR PEOPLE ONLY TWICE, DURING HIS EIGHT YEAR TENURE OF OFFICE, FOR A TOTAL OF 30 MINUTES, AND:

WHEREAS, THROUGH GROSS NEGLECT BY THE UNITED STATES OF AMERICA TOWARD THE KOOTENAI NATION, OUR PEOPLE HAVE NO BASE FOR SELF-SECURITY, NO HOPE, NO CIVIC PRIDE, AND NO TOOLS OR RESOURCES TO IMPLEMENT THE IDEALS OF SELF-DETERMINATION AS PRESCRIBED BY THE GOVERNMENT OF THE UNITED STATES AS THE ULTIMATE CURE OF THE ILLS OF THE INDIAN COMMUNITY, AND:

WHEREAS, IT BEING NOW CLEAR THROUGH THE EXPANSE OF THE PAST 120 YEARS, VERY LITTLE EVIDENCE HAS COME TO LIGHT, WHERE ANYONE IN THE GOVERNMENT CARED MUCH, FOR OR ABOUT OUR PEOPLE, OR WHERE THE ROLE OF THE TRUSTEESHIP ASSUMED BY THE GOVERNMENT OF THE UNITED STATES HAS BEEN BENEFICIAL TO THE PEOPLE OF THE KOOTENAI NATION TO ANY DEGREE OF SUCCESS, BUT ONLY PROMOTED DEGRADATION, AND:

WHEREAS, SINGLE DOMINANCE BY THE GOVERNMENT OF THE UNITED STATES, WITHOUT THEIR CONSENT THROUGH ANY FORM OF DOCUMENTS WHATSOEVER ENTERED INTO WITH THE UNITED STATES, HAVE BEEN ASSESSED TAXATION WITHOUT REPRESENTATION, AND

WHEREAS, ABLE YOUNG MEN OF THE KOOTENAI NATION DID, AND HAVE ANSWERED THE CALL OF WAR ON BEHALF OF THE UNITED STATES, WHICH WAS WHOLLY TAKEN FOR GRANTED, AND DID CAUSE ADDITIONAL CONDITIONS OF SUFFERING OUR PEOPLE OF THE KOOENAI NATION, AND:

WHEREAS, THROUGH PERMITTED ENCROACHMENT BY WHITE PEOPLE, FROM THE WHITE COMMUNITY AREAS, RESIDING WITHIN OUR TRIBAL LANDS, SIGNIFICANT PORTIONS OF OUR TRADITIONAL AND RELIGIOUSLY REGARDED GROUNDS, SUCH AS BURIAL AND WHERE CEREMONIAL RITES ARE PERFORMED, WERE UPROOTED, DESECRATED AND DESTROYED, AND:

WHEREAS, SINCE 1776, THE NON-INDIAN COMMUNITY HAS ENJOYED THE CONSTITUTIONAL RIGHTS OF LIFE, LEBERTY AND THE PURSUIT OF HAPPINESS, AND THAT THEY HAD PRIOR KNOWLEDGE, AND FULL UNDERSTANDINGS OF FACTS, THAT THE KOOTENAI NATION DID ENJOY SIMILARILY ESTABLISHED RIGHTS SINCE TIME IMMEMORIAL, THROUGHOUT INNUMERABLE GENERATIONS, UNTIL THE TIME OF OVERPOWERING DOMINATION BY WHITE SOCIETY IN GENERAL, IT IS CLEAR NOW, THAT OUR PEOPLE SINCE 1855, HAVE SUFFERED CONTINUOUSLY THROUGHOUT TO THIS DATE AND TIME, THESE ABOVE AFOREMENTIONED RIGHTS, WHICH ARE SO CONSIDERED IMPORTANT AND INALIENABLE BY ALL RACIAL COMMUNITIES THROUGHOUT THESE UNITED STATES, UNDER THE CONSTITUTION OF THE UNITED STATES.

NOW THEREFORE, BE IT RESOLVED THAT, THAT KOOTENAI NATION, IN FIRM REALIZATION AND BECAUSE OF ITS UNIQUE PAST HISTORY, EMPHASIZED IN THIS RESOLUTION, THE MANY INEQUITIES SUFFERED, THE USURPTION OF THE POWERS OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA AS THE CONQUERING NATION. THE LACK OF RECOGNITION OF THE KOOTENAI NATIONS RIGHTS AS A SOVEREIGN NATION WITHIN A NATION, THE EXTREME LAXITY ON THE PART OF THE UNITED STATES OF AMERICA IN TAKING NOTICE OF, OR DISOLVING THE 120 YEAR PLIGHT OF OUR PEOPLE, THE PATIENCE, TRUST, AND PEACE, SHOWN BY THE KOOTENAI NATION, TO THE GOVERNMENT OF THE UNITED STATES AND ITS PEOPLE FOR THE PAST 200 YEARS. THE DISTINCT AND PROFOUND LACK OF INTEREST AND TRUSTEESHIP SHOWN BY THE GOVERNMENT OF THE UNITED STATES, TOWARD THE KOOTENAI NATION, BEFORE, NOW, AND FOREVER RESIDING WITHIN THE BOUNDARIES OF THE UNITED STATES OF AMERICA FOR THE PAST CENTURIES, DOES HEREBY, BY THIS RESOLUTION, AUTHORIZE ITS DULY ELECTED CHEIF, CHAIRMAN, AND TRIBAL COUNCIL, TO ACT IN THE BEHALF OF AND IN THE INTEREST OF THE KOOTENAI NATION, BY POSTING, TO THE PRESIDENT OF THE UNITED STATES OF AMERICA, A LETTER OF INTENT, THAT IN THE EVENT, THAT NEGOTIATIONS FOR RESTORATION OF A PORTION OF THE KOOTENAI NATION'S ABORIGINAL LANDS ARE NOT RETURNED TO THEM, AND THAT RESTITUTION FOR THE DEPLETION OF ITS NATURAL RESOURCES AND OTHER HIGH CRIMES, TAKEN FROM AND COMMITTED ON, THESE LANDS, IS NOT EQUITABLE IN A NEGOTIATED RESOLVEMENT BETWEEN THE KOOTENAI NATION AND THE PRESIDENT OF THE UNITED STATES OF AMERICA OR HIS LEGAL EMMISARIES, WITHIN FIVE((5) DAYS OF THE POSTED TIME, BE IT FURTHER RESOLVED THAT, THE DULY ELECTED TRIBAL COUNCIL OF THE KOOTENAI NATION, IF, AFTER THE ALLOTED FIVE (5) DAYS AND NO POSITIVE ACTION IS INITIATED IN BEHALF OF THE KOOTENAI NATION BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA, WILL DEEM IT NECESSARY AND PROPER TO INITIATE ACTION, AS IT WILL BE THE ASSUMPTION OF THE KOOTENAI NATION THAT THE UNITED STATES OF AMERICA THEN RELINQUISHES ITS POWER OF DOMAIN OVER THESE LANDS, IN THE FORM OF A DECLARATION OF WAR, WHICH

WILL THEN EXIST BETWEEN THE KOOTENAI NATION OF INDIANS, AND THE UNITED STATES OF AMERICA AND ITS POSSESSIONS.

AND BE IT FURTHER RESOLVED THAT, AT THE COMMENCEMENT OF HOSTILITIES AS A SOVEREIGN NATION, THE KOOTENAI TRIBE WILL THEREBY ASSERT THEIR COMPLETE SOVERNEINTY BY; TO WIT:

LEVY TAXES.

REGULATE INTERNATIONAL COMMERCE.

PRINT MONIES.

FORM A MILITIA FOR PROTECTION OF ITS PEOPLE AND THE ENFORCEMENT OF ITS LAWS.

DISSOLVE NON-INDIAN PROPRIETORSHIP OF LANDS/PROPERTY.

AND RESUME COMPLETE AUTHORITY OVER THE ENTIRE SCOPE OF THEIR ABORIGINAL HOLDINGS.

SIGNED: 11 September 1974

Moses Joseph
Moses Joseph, Tribal Chief

Amelia Trice
Amelia Trice, Chairwoman

Mathias David
Mathias David, Vice-chairman

Eileen Lowley
Eileen Lowley, Secretary

Mary David
Mary David, Council member

§ 70w. Repealed. May 24, 1949, c. 139, § 142, 62 Stat. 109

Historical Note

Section, Act Aug. 13, 1946, c. 959, § 24, 60 Stat. 1055, related to Indian claims accruing after Aug. 13, 1946, and is now covered by section 1505 of Title 28, Judiciary and Judicial Procedure.

CHAPTER 3.—AGREEMENTS WITH INDIANS

TREATIES

CONTRACTS WITH INDIANS

TREATIES

§ 71. Future treaties with Indian tribes

No Indian nation or tribe within the territory of the United States shall be acknowledged or recognized as an independent nation, tribe, or power with whom the United States may contract by treaty; but no obligation of any treaty lawfully made and ratified with any such Indian nation or tribe prior to March 3, 1871, shall be hereby invalidated or impaired. R.S. § 2079.

Historical Note

Derivation: Act Mar. 3, 1871, c. 120, § 1, 16 Stat. 566.

Library references

Indians ⟸3.
C.J.S. Indians § 24 et seq.

1. Constitutionality

Congress has authority to
dians by statute instead o
Leighton v. U. S., 1894, 29 C
firmed 16 S.Ct. 495, 161 U.S.
703. See, also, U. S. v. I
1886, 6 S.Ct. 1109, 118 U.S.
228; Sunderland v. U. S., C
287 F. 468, affirmed 45 S.Ct
226, 69 L.Ed. 259; U. S.
D.C.N.Y.1915, 233 F. 685.

2. Law governing

An Indian treaty may su
act of Congress or be super
sequent act thereof. U. S.
v. Brooks, D.C.Ind.1940, 32 F

3. Power to make treaties

Until the enactment of th
power of the government to
with Indian tribes residing
has never been questioned.
ty-Three Gallons of Whis
1874, Fed.Cas.No.15,136, affi

Federally recog Tribe
Any Price - small
- it has no tribal land

(1) 12 1/2 acres parcel subject

BIA land - purchased in 1918
Indian using land, but can't give
it 2 Indians - takes leg.

leg. passed S. - pending in ~~H~~ H.

(2) S 1/2 acres owned by
Catholic church, & they
want 2 donate this
title ins. co.

(3) Want
Housing Grant from HUD.
but no land

(4) Tribal Gov't Dev. Grant
BIA said pop. too small

5. $50,000 in bank -
many have married Canadians

allotted land
6. 2300 acres among 51 people,

AIM people have

15 pg. resolution

tribal letter

tribe sent it 2 P.

aboriginal

1.3 M acres

- Nat'l Forest land

300 sections of the

Nat'l forest

blockade RT #95

51 Indians

11 Sept - passed resol
declar war a

1871 - Congress enacted
a law (Okayed) 25 USC 71 (Sec. 1)
no more treaties w/
Indian tribes because
of this Act of Congress
- agreements
doesn't have 2 be ratified
by Congress

Area Dir. - BIA - Pa
Francis Briscoe
503 - 934 - 3361

5 people have visited there
Fri & Sat
5 more this
social

Jim Delanity — 509 MA 4-1121 354

high level negotiator

when will U reply

letter & resolution
sent last Wed. from
Bonner's Ferry

small Indian tribe
Northern Idaho
Kootenai
65 members
Tribal Council voted
Gov't begin treaty negotiations
& a Resolution
Thurs. Midnight deadline

decline was
BIA – Portland / Wash
only Congress has
authority 2 neg. treaties
Congress says Exec. Branch
delegate
they want P 2
Bonners Ferry
exclude

BIA sent 3 people out

D E C L A R A T I O N of W A R

KNOW YE ALL THAT ON THIS DAY, 20 September
1974, AT 12:01 P.M., A STATE OF WAR NOW
EXISTS BETWEEN THE KOOTENAI NATION OF INDIANS AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

BY OUR COUNCIL'S HAND:

Moses Joseph
MOSES JOSEPH, Tribal Chief

Amelia Trice
AMELIA TRICE, Tribal Chairwoman

Mathias David
MATHIAS DAVID, Tribal Vice-Chairman

Eileen Lowley
EILEEN LOWLEY, Tribal Secretary

Mary David
MARY DAVID, Tribal Council Member

AND ALL ENROLLED MEMBERS OF THE KOOTENAI NATION.

THE WHITE HOUSE

WASHINGTON

September 26, 1974

MEMORANDUM FOR:

MORRIS THOMPSON
STAN POTTINGER
JOHN CARLSON
KENT FRIZZELL
WALLACE JOHNSON
FRANK ZARB
BEN HOLMAN

SUBJECT:

Declaration of War from the Kootenais

The attached communication was received in my office at 3:30 p.m. today.

As some of you know, I had a long and, I would say, generally friendly talk with Ms. Trice Monday or Tuesday night of this week and tried very hard to persuade her to take up Commissioner Thompson's offer of a breakfast meeting with her and her colleagues in Spokane next Monday morning (he will be there anyway for another meeting). She seemed quite reluctant -- trying to get Morrie or me to come to Bonner's Ferry instead. So far, that is where things stand. Morrie and I both continue to be opposed to the idea of either his or my running out on the scene of every such threatened or actual confrontation.

Bradley H. Patterson, Jr.

Indians

November 6, 1974

MEMORANDUM FOR FRANK G. ZARB

Subject: Attorney General Saxbe's Meeting with Wounded Knee Sympathizers

BACKGROUND

At 10:00 am today I received a call from Mr. Mark Lane, lawyer for AIM leader Dennis Banks in the Wounded Knee occupation trial. He related the following to me:

- Attorney General Saxbe had agreed to meet with "Jurors and Others," (a group comprised of Church leaders, AFL-CIO members, American Civil Liberties Union representatives and University Presidents, as well as 9 members of the original Wounded Knee jury and 3 alternates) on November 12, 1974 at 2:00 pm.

- The purpose of the meeting was to request that DOJ dismiss charges against approximately 100 reservation Indians who were allegedly involved in the occupation. Since the case was dismissed against Banks and Means, this group feels that charges should be dropped for the 100 Indians mentioned above.

- A member of Saxbe's staff, Mr. Salisbury, notified Mr. Lane that the scheduled meeting was canceled earlier this week.

- Attorney General Saxbe felt he could not meet with the group until Justice made a determination regarding DOJ's wish to appeal the dismissal of the case.

- Justice has til November 15, 1974 to file an appeal on the case.

- Mr. Lane asked Attorney General Saxbe to reconsider since approximately 50 people have arranged their schedules to visit with him on November 12th.

- Today Mr. Lane was told that Saxbe could not meet with "Jurors and Others" until after Justice has decided on the appeal.

Lane tried to reach Brad Patterson for assistance but was told he was reassigned to Mrs. Ford's office. The White House operator referred him to me. He is angry at Saxbe's cancellation since plans were made to bring in the sympathizers once the meeting was agreed to. Lane requests either White House representation at their meeting, or "high level" Justice representation. He has made it clear he does not intend to cancel the meeting and "...if no one will meet with us, we will meet on the steps of the Department of "Justice by ourselves."

DEPARTMENT OF JUSTICE

I contacted Doris Meissner of Silberman's staff. Her information is as follows.

- Lane sent a letter to Saxbe on October 8, 1974 requesting the meeting, but Justice did not respond to the request and no meeting was agreed to.

- Salisbury compounded the problem by talking to Lane and trying to get him to agree to meet with Pottinger's staff. This effort confirmed, in a round about way, that DOJ was willing to meet with the group.

- Justice will not meet with "Jurors and Others" because

  - the group is not coming in as attorneys for the remaining defendents,

  - any statement made by a Justice Department official could be construed as evidence and introduced in court, and

- Justice will file an appeal on November 15th but does not want the information to be released until then for timing purposes.

Doris assured me that someone will meet with the group if they show up on the steps of the Department, but they will not give Lane that information now. The Solicitor General is willing to meet with lawyers representing the remaining defendents in the case. All inquiries regarding this issue should be referred to Kevin Maroney, in the Criminal Division, (739-2333).

Silberman would like to discuss this matter with you today and would like our support in not meeting with the group, or setting up a meeting for them with another official until after the 15th of November. Any such meeting would be moot at that point.

Ann S. Ramsay

bcc:
Official File-MD/NRES
Len Garment
Don Crabill
John Hill

MD/NRES:ARamsay:djh,x5626,11/6/74

Indian

November 27, 1974

Dear Mr. Hall:

We are writing in reply to your letter of November 11 regarding the situation at Moss Lake.

The relevant portion of Article VII of the Treaty with the Six Nations entered into November 11, 1794 provides as follows:

ARTICLE VII.

> Lest the firm peace and friendship now established should be interrupted by the misconduct of individuals, the United States and Six Nations agree, that for injuries done by individuals on either side, no private revenge or retaliation shall take place: but, instead thereof, complaint shall be made by the party injured, to the other: By the Six Nations or any of them, to the President of the United States, or the Superintendent by him appointed: and by the Superintendent, or other person appointed by the President, to the principal chiefs of the Six Nations, or of the nation to which the offender belongs: and such prudent measures shall then be pursued as shall be necessary to preserve our peace and friendship unbroken; until the legislature (or great council) of the United States shall make other equitable provision for the purpose. (Empasis added.)

The Congress of the United States did, as provided by the treaty, make other provisions in 1948 and 1950 for the resolution of disputes, and the punishment of criminal acts by the enactment of two laws conferring jurisdiction on the State of New York.

The Act of July 2, 1948 (62 Stat. 1224), 25 U.S.C. Section 232, granted to the State of New York criminal jurisdiction over offenses committed by or aginst Indians on Indian reservations within the State. The Act of September 13, 1950 (64 Stat. 845), 25 U.S.C. Section 233, conferred civil jurisdiction on the Courts of the State in civil actions and proceedings between Indians and between one or more Indians and any other person or persons.

In view of the above, the provisions of the treaty having been superceded by later Acts of Congress, the President is no longer authorized to act. Any complaints or alleged acts of wrongdoings are appropriately under the jurisdiction of the State of New York.

Sincerely,

Norman E. Ross, Jr.
Assistant Director
Domestic Council

Mr. Louis Hall
Secretary, Under the direction of the Gaiankeh
Council Fire
Eagle Bay, New York 13331

NEROSS/ee

cc: White House Files

John:

Jerry Warren had a call from Time (or Newsweek) on Friday, and I had a call from Harvey Schwartz in NY, regarding the attached. Phyllis (Ross) provided the attached, and tells me that the request has been sent to Maury Thompson at Interior for handling. W.H. does not seem too concerned as this is a group of "rebel" indians and not a tribe. Can we coordinate with Jerry so we are saying the same thing to Schwartz as we are to Time, please.

November 11, 1974

To the Honorable Gerald Ford, President of the United States

Sehkon;

A state of extrene crisis threatens the peace and friendship established by the Treaty of 1794 between the United States and the Six Nations. On several occasions, particularly on four occasions over the past two weeks, United States citizens have fired upon the Indian settlement at Moss Lake. This settlement being part of the Ganienkeh territory claimed by the Mohawk Nation and the Iroquois Confederacy. Furthermore, the citizens of Ganienkeh have been threatened by the New York State Police, who are attempting to assert jurisdiction to the investigation of two shooting incidents that took place on Monday, October 28, 1974.

The Canandaiqua Treaty between the United States and the Six Nations provides a procedure for peacefully handling such situations. Under Article VII the President of the U.S. forwards injury complaints to the Rotiyaner (Chiefs) of the Six Nations, and then "prudent measurers" are worked out for the settling of any complaints. It is this formula that the citizens and Rotiyaner wish to follow to bring an ending to the present situation.

The United States has benefited enormously by the generous terms of this Treaty. Therefore the United States has a particularly clear obligation to adhere to the terms of the Treaty.

A complaint of the incidents noted above, and of the present crisis at Ganienkeh, has been prepared by the Mohawk Nation for forwarding by the Grand Council of the Six Nations to the President at the earliest possible time.

In the meantime the Mohawk Nation and the people of Ganienkeh urgently demand in the interest of peace and friendship, that the United States take immediate steps to comply with the provisions of the above Treaty, and to prevent further actions by the State of New York not in compliance with the Treaty.

Signed Louis Hall . . . . .
SECRETARY
Under the direction of the Ganienkeh
Council Fire
Ganienkeh via:
Eagle Bay, New York 13331

DISTRICT ATTORNEY
OF THE
COUNTY OF HERKIMER
HERKIMER COUNTY COURT HOUSE
P. O. Box 588
HERKIMER, NEW YORK 13350
(315) 866-3660

HENRY D. BLUMBERG
DISTRICT ATTORNEY
CARL G. SCALISE
CHIEF ASSISTANT DISTRICT ATTORNEY
HENRY A. LARAIA
ASSISTANT DISTRICT ATTORNEY

ADDRESS ANSWER TO THE
DISTRICT ATTORNEY, ATTENTION
OF THE SIGNER OF THIS LETTER

November 14, 1974

The President
Washington, D.C.

Sir:

On October 28, 1974, in separate incidents, two persons were wounded by gunshot fire while riding in vehicles traversing County Road #1 in the Township of Webb, Herkimer County, New York. Persons calling themselves Mohawk Indians, who have been occupying premises formerly known as The Moss Lake Girls Camp, now owned by the State of New York, since about May of 1974, have indicated to the public press that they fired the shots which caused the injuries..

Our Office has no investigatory staff and in order to perform my statutory duties under Section 700 of the County Law of the State of New York (Exhibit A, attached), I rely upon the New York State Police to perform investigations in rural areas of the County such as Moss Lake. The New York State Police have been attempting to investigate these shootings but have been thwarted in their efforts by the refusal of the persons occupying the former Girls Camp to permit the State Police access to either the area of the shootings or any persons within the group who may have witnessed the shootings.

At this point, the refusal to cooperate in the Police investigation is based on Article VII of the Treaty of 1794 between the Six Nations, of which the Mohawk Tribe is, sometimes, a part and the United States (Exhibit B). It is my understanding that the Mohawks are not signatories to this particular treaty but the persons presently occupying the Moss Lake site apparently feel that it covers them as one of the Six Nations. A report in the New York Times of Sunday, November 10, 1974 (Exhibit C) indicates that the persons occupying the area have requested your intervention in accordance with such Treaty.

The undersigned as the duly elected District Attorney of Herkimer County, charged by Law with the prosecution of crimes and offenses committed within this

County, joins in asking your intervention should you believe that the Treaty applies. There has been some indication, entirely in the press so far as I know, that Title 25, Section 232 of the United States Code (Exhibit D) is the "other equitable provision" mentioned in Article VII of the Treaty of 1794. I point out, however, that the Moss Lake site is not an "Indian reservation".

I will appreciate your advising me as soon as conveniently possible of your attitude towards following the procedures set forth in Article VII of the Treaty of 1794.

I have the honor to remain,

Most respectfully yours,

Henry D. Blumberg

Henry D. Blumberg
District Attorney - Herkimer County

HDB:msk
Enclosures

AMERICAN INDIAN PRESS ASSOCIATION

NEWS SERVICE

ROOM 206
1346 CONNECTICUT AVE., N.W.
WASHINGTON, D.C. 20036
Phone: (202) 293-9150

Executive Director: *Rose Robinson*
News Director: *Richard LaCourse*

OCCUPY - MY181

EAGLE BAY, N.Y.--(AIPA)--About 75 members of the Mohawk Nation have set up camp in a timberland area on the north shore of Moss Lake in the Adirondack Park Forest Reserve here and intend to stay until large tracts of land are returned to the Mohaw Nation by the state of New York.

The occupiers, who moved onto the area May 14, have as their objective the reestablishment of the old Mohawk Nation of Ganienkeh, the Land of the Flint, throug the recovery of sufficient undisturbed acreage where they could live a natural outd life by hunting, fishing and growing their own crops. According to Mohawk spokesman Kakwirakeron, the long range objective is to establish an independent North American Indian state open to all traditional North American Indians.

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Note: John Carlson is also
dealing with this situation.

THE WHITE HOUSE
WASHINGTON

November 22, 1974

TO: ~~Gerald Warren~~ Antoinette

FROM: Norman E. Ross, Jr.
Phyllis - secretary to
PH.

The attached correspondence concerns the Mohawk Nation taking over certain areas in the Adirondack Park Forest.

We have sent the correspondence to Bureau of Indian Affairs for their review and comments.

Is this what the newsman from TIMES wanted to talk about?

Tom Ross 6554

Phyllis

THE WHITE HOUSE

WASHINGTON

11/22

Mr. Warren:

Don Cider of Time called at the suggestion of Dean Fisher.

Mr. Cider is doing a story on the Indian incident a few weeks ago at Moss Lake Camp, north of Utica The dispute is over a treaty signed in 1794.

Both the Indians and the Officials in New York State have written to the President but have not received a response. Mr. Cider wants to know what action might be taken.

He is now familiar with the officials involved but the Indians are:

Kakwirakeron
Mike Myers
Lou Hall
Attorney Coulter

293-4300

He will call early next week if he doesn't hear from you first.

R.

November 11, 1974

To the Honorable Gerald Ford, President of the United States

Sehkon;

A state of extreme crisis threatens the peace and friendship established by the Treaty of 1794 between the United States and the Six Nations. On several occasions, particularly on four occasions over the past two weeks, United States citizens have fired upon the Indian settlement at Moss Lake. This settlement being part of the Ganienkeh territory claimed by the Mohawk Nation and the Iroquois Confederacy. Furthermore, the citizens of Ganienkeh have been threatened by the New York State Police, who are attempting to assert jurisdiction to the investigation of two shooting incidents that took place on Monday, October 28, 1974.

The Canandaiqua Treaty between the United States and the Six Nations provides a procedure for peacefully handling such situations. Under Article VII the President of the U.S. forwards injury complaints to the Rotiyaner (Chiefs) of the Six Nations, and then "prudent measurers" are worked out for the settling of any complaints. It is this formula that the citizens and Rotiyaner wish to follow to bring an ending to the present situation.

The United States has benefited enormously by the generous terms of this Treaty. Therefore the United States has a particularly clear obligation to adhere to the terms of the Treaty.

A complaint of the incidents noted above, and of the present crisis at Ganienkeh, has been prepared by the Mohawk Nation for forwarding by the Grand Council of the Six Nations to the President at the earliest possible time.

In the meantime the Mohawk Nation and the people of Ganienkeh urgently demand in the interest of peace and friendship, that the United States take immediate steps to comply with the provisions of the above Treaty, and to prevent further actions by the State of New York not in compliance with the Treaty.

Signed Louis Hall . . . . .
SECRETARY
Under the direction of the Ganienkeh
Council Fire
Ganienkeh via:
Eagle Bay, New York 13331

DISTRICT ATTORNEY
OF THE
COUNTY OF HERKIMER
HERKIMER COUNTY COURT HOUSE
P. O. Box 588
HERKIMER, NEW YORK 13350
(315) 866-3660

HENRY D. BLUMBERG
DISTRICT ATTORNEY
CARL G. SCALISE
CHIEF ASSISTANT DISTRICT ATTORNEY
HENRY A. LARAIA
ASSISTANT DISTRICT ATTORNEY

ADDRESS ANSWER TO THE
DISTRICT ATTORNEY, ATTENTION
OF THE SIGNER OF THIS LETTER

November 14, 1974

The President
Washington, D.C.

Sir:

On October 28, 1974, in separate incidents, two persons were wounded by gunshot fire while riding in vehicles traversing County Road #1 in the Township of Webb, Herkimer County, New York. Persons calling themselves Mohawk Indians, who have been occupying premises formerly known as The Moss Lake Girls Camp, now owned by the State of New York, since about May of 1974, have indicated to the public press that they fired the shots which caused the injuries..

Our Office has no investigatory staff and in order to perform my statutory duties under Section 700 of the County Law of the State of New York (Exhibit A, attached), I rely upon the New York State Police to perform investigations in rural areas of the County such as Moss Lake. The New York State Police have been attempting to investigate these shootings but have been thwarted in their efforts by the refusal of the persons occupying the former Girls Camp to permit the State Police access to either the area of the shootings or any persons within the group who may have witnessed the shootings.

At this point, the refusal to cooperate in the Police investigation is based on Article VII of the Treaty of 1794 between the Six Nations, of which the Mohawk Tribe is, sometimes, a part and the United States (Exhibit B). It is my understanding that the Mohawks are not signatories to this particular treaty but the persons presently occupying the Moss Lake site apparently feel that it covers them as one of the Six Nations. A report in the New York Times of Sunday, November 10, 1974 (Exhibit C) indicates that the persons occupying the area have requested your intervention in accordance with such Treaty.

The undersigned as the duly elected District Attorney of Herkimer County, charged by Law with the prosecution of crimes and offenses committed within this

County, joins in asking your intervention should you believe that the Treaty applies. There has been some indication, entirely in the press so far as I know, that Title 25, Section 232 of the United States Code (Exhibit D) is the "other equitable provision" mentioned in Article VII of the Treaty of 1794. I point out, however, that the Moss Lake site is not an "Indian reservation".

I will appreciate your advising me as soon as conveniently possible of your attitude towards following the procedures set forth in Article VII of the Treaty of 1794.

I have the honor to remain,

Most respectfully yours,

Henry D. Blumberg

Henry D. Blumberg
District Attorney - Herkimer County

HDB:msk
Enclosures

AMERICAN INDIAN PRESS ASSOCIATION

NEWS SERVICE

ROOM 206
1346 CONNECTICUT AVE., N.W.
WASHINGTON, D.C. 20036
Phone: (202) 293-9150

Executive Director: *Rose Robinson*
News Director: *Richard LaCourse*

New Free

OCCUPY - MY181

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Indians

THE WHITE HOUSE

WASHINGTON

January 30, 1975

MEETING WITH NATIONAL TRIBAL CHAIRMEN

Friday, January 31, 1975
2:30 - 2:35 p.m. - (5 minutes)
The Cabinet Room

From: William J. Baroody, Jr.

I. PURPOSE

To welcome 22 National Tribal Chairmen (or their representatives) and two other Indian officials. One represents the National Tribal Chairmen's Association - the other - the National Congress of the American Indians.

II. BACKGROUND, PARTICIPANTS AND PRESS PLAN

A. Background:

This is to be a "listening session" - giving Chairmen an opportunity to inform us of their views on perennial and current problems.

The National Tribal Chairmen represent over 150,000 Indians from 6 western states (Colorado, Wyoming, Montana, Utah, North Dakota, South Dakota).

Invited to Washington by ACTION - Region 8 - Denver - for the second "Council Fires" Conference, the Tribal Chairmen have the opportunity to discuss concerns and offer constructive criticism concerning ACTION programs and make suggestions for future programs.

The first "Council Fires" Conference was held in Denver in November 1973 with the now achieved goal of improving communications and support for reservations.

A. Background: (Continued)

Of some delicacy are the facts that:

(1) The Indians are very conscious of their individual tribal culture and heritage and don't like being lumped into "The Indian."

(2) It requires time and effort to develop a trusting relationship and many Indians do not feel that there is such a relationship between Washington and reservations.

(3) In general, the Indians realize the need for the BIA but are often distrustful and confounded by it.

B. Participants:

1. Morris Thompson, Commissioner, Bureau of Indian Affairs

2. Emery Johnson, Director, Indian Health Service

3. George Blue Spruce, Director, Office of Native American Programs, HEW

4. Ted Bryant, Regional Director, ACTION

5. Stuart Jamieson, Director of Economic Development, National Congress of American Indians

6. Wes Halsey, Acting Executive Director, National Tribal Chairmen's Association

7. Tribal Chairmen (list attached)

C. Press Plan:

White House and Press Photographers.

III. WHITE HOUSE STAFF

William J. Baroody, Jr.
Theodore C. Marrs
John Hill
John Borling
Ann Ramsay
Mary Featherall

IV. FORMAT

2:00 p.m. - Introductory remarks by Bill Baroody

2:30 - 2:35 p.m. - Presidential drop-by

2:35 p.m. - Continue discussion

3:30 p.m. - Closing remarks - Ted Marrs

3:30 p.m. - 4:30 p.m. - Special White House Tour

V. TALKING POINTS

+ My staff is studying the development of an improved structure for meeting the U.S. trust responsibilities to the sovereign tribes. I have committed myself in a recent letter to the National Tribal Chairmen's Association to self-determination without termination.

WITHDRAWAL SHEET (PRESIDENTIAL LIBRARIES)

FORM OF DOCUMENT	CORRESPONDENTS OR TITLE	DATE	RESTRICTION
List	List of attendees at a meeting of National Tribal Chairmen, 7 pages. (attached to a 1/30/1975 briefing memo for the meeting)	1/30/1975	C

File Location:

John G. Carlson Files, Box 4, "Indians (2)" SMD - 6/1/2015

RESTRICTION CODES

(A) Closed by applicable Executive order governing access to national security information.
(B) Closed by statute or by the agency which originated the document.
(C) Closed in accordance with restrictions contained in the donor's deed of gift.