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Footnote # 1

MICHIGAN INDIAN RECOGNITION

HEARING

BEFORE THE

SUBCOMMITTEE ON
NATIVE AMERICAN AFFAIRS

OF THE

COMMITTEE ON
NATURAL RESOURCES
HOUSE OF REPRESENTATIVES

ONE HUNDRED THIRD CONGRESS

FIRST SESSION

ON

H.R. 2376

TO REAFFIRM AND CLARIFY THE FEDERAL RELATIONSHIPS OF THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS AND THE LITTLE RIVER BAND OF OTTAWA INDIANS AS DISTINCT FEDERALLY RECOGNIZED INDIAN TRIBES, AND FOR OTHER PURPOSES

H.R. 878

TO RESTORE FEDERAL SERVICES TO THE POKAGON BAND OF POTAWATOMI INDIANS

HEARING HELD IN WASHINGTON, DC
SEPTEMBER 17, 1993

Serial No. 103–47

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SECTION 8. JURISDICTION

Section 8 provides that the Band is to have jurisdiction over lands taken into trust and over all members who reside in its service area in matters pursuant to the Indian Child Welfare Act.

SECTION 9. DEFINITIONS

Section 9 provides definitions for terms used in the Act.

BACKGROUND ON H.R. 878

The Pokagon Band of Potawatomi Indians claim to be the descendants and political successors to the signatories of the Treaty of Greenville (1795), the Treaty of Grouseland (1806), the Treaty of Spring Wells (1815), the Treaty of the Rapids of the Miami of Lake Erie (1817), the Treaty of St. Mary's (1818), the Treaty of Chicago (1921), the Treaty of the Mississinewa on the Wabash (1826), the Treaty of St. Joseph (1827), the Treaty of St. Joseph (1828), the Treaty of Tippecanoe River (1832), and the Treaty of Chicago (1833). The Tribe asserts that in the Treaty of Chicago (1833), the Pokagon Band of Potawatomi Indians was the only band that negotiated a right to remain in Michigan. The other Potawatomi bands relinquished all lands in Michigan and were required to move to Kansas or Iowa. Two of the Potawatomi bands later returned to the Great Lakes area, the Forest County Potawatomi of Wisconsin and the Hannahville Indian Community of Michigan. Beginning in 1935, the Pokagon Band of Potawatomi Indians petitioned for reorganization and assistance pursuant to the Act of June 18, 1934. Because of the financial condition of the Federal Government during the Great Depression it relied upon the State of Michigan to provide services to the Pokagon Band. Other Potawatomi bands, including the Forest County Potawatomi and the Hannahville Indian Community, were provided services pursuant to the Indian Reorganization Act. Agents of the Federal Government in 1939 made an administrative decision not to provide services or extend the benefits of the Indian Reorganization Act to any Indian tribes in Michigan's lower peninsula.

The Pokagon Band of Potawatomi Indians consists of at least 1,500 members who continue to reside close to their ancestral homeland in the St. Joseph River Valley in southwestern Michigan and northern Indiana. The Band has continued to carry out its governmental functions through a Business Committee and Tribal Council from treaty times until today.

Testimony of Frank Ettawageshik, Chairman
Little Traverse Bay Bands of Odawa Indians

Submitted to the Committee on Natural Resources
Subcommittee on Native American Affairs
United States House of Representatives

Hearing concerning H.R. 2376
September 17, 1993

Bozhoo. Naakwegeeshik n'dizhnikaas. Pepegwezanse Ododem. Hello. Noonday is my name, Sparrowhawk is my clan, of the Odawa tribe. I am also know as Frank Ettawageshik, currently chairman of the Little Traverse Bay Bands of Odawa Indians.

We have lots of evidence to present at this hearing. We have tribal leaders, historians and attorneys with us to help present that evidence. But there is something which we must be sure is not forgotten; there is an idea which we must bring to this hearing. All of the people in this room, from you and your fellow Committee Members and staff, to the spectators in the back row, are people who work long hours to support important goals. We all attend meetings that take us away from our homes and keep us away from our children's activities. We involve ourselves in projects so deeply that we are preoccupied mentally even when we are at home and could otherwise relax.

Why do we do these things? What is so important that we will sacrifice our own needs and the needs of our families? We all work to maintain fairness. We all work to satisfy our sense of self-worth. We all work hoping to accomplish things that will allow our children and their descendants to enjoy peace and well-being in their lifetimes.

For Odawa people this is not some unobtainable utopian dream. Accomplishing this peace and well-being has been and is a goal of our traditional ways. Most times the path towards this goal does not involve bureaucracies or councils or reams of paperwork. It's a simple one-on-one exchange in which we honor and support the individuals within our families and our communities in our daily lives. We praise our children, respect our elders, and try to forgive ourselves and others who get mired in life's struggles. We strive to support others with our deeds and with positive thoughts, while we learn to respect and honor ourselves.

Every now and then an issue arises for which we must set aside simplicity and independent action. We gather together and speak in unison. We prepare the reams of paperwork. We attend the councils and committee meetings. We sacrifice our own needs and the needs of our families and we struggle to right historical wrongs; we struggle today so that the seventh generation from now will be free to work on more important accomplishments. Seven generations ago our Odawa ancestors were locked in a battle just to survive in whatever way they could. We were compelled to sell our lands, pressed to adopt a new culture, but in short, we have survived. Today we work for that seventh

generation upcoming. We who are speaking in the Odawa world today hope that we will not be found lacking in courage and strength by the tellers and writers of histories in the future.

We are sure that this committee and its members will consider what is presented at this hearing with a clear mind and an open heart. We honor each of you and all of your staff members. We wish to validate all of the sacrifices that have been made by all of the people who have worked and will work in the future on this legislation.

I come here today to testify on behalf of the Odawa people of the Little Traverse Bay Bands. Our people live in Michigan along the northern shores of Lake Michigan. For generations we have been writing to and coming to Washington to try to serve the needs of our people, to protect our treaty rights, to assert our political rights as an Indian tribe. Many times we have been ignored and often we've met with indifference. The historical and legal details of our case for this Congress will be presented by our tribal legal assistants at Michigan Indian Legal Services and by our tribal ethnohistorian.

Some here might say who are these Odawa people? Who is it who comes to ask for this action by this Congress? We represent many families and communities. We represent our grandmothers and grandfathers. We represent our children and the coming generations. So that you may better understand our issues I will tell you about my family.

After the Odawa fought the United States in the War of 1812, my great-great-great uncle Assiginac, who was born in 1768, made a wooden carving of his war canoe. He carved images of himself and two of his brothers, my great-great-great uncles. My great-great-grandfather's picture was taken in 1880 in front of the church in the town of Little Traverse, how called Harbor Springs, in northern Michigan. Paul Ettawageshik was one of the many Odawa people who were involved in trying to regain lands taken from them through fraudulent means. His cousin Margaret Blackbird Ogabegijigokwe took a trip to Washington in the 1870s to attempt to convince President Grant to help our people keep our lands. This January 7th, 1877 letter is housed at the National Archives. This letter describes a long and arduous trip she made to Washington to convince the President to protect our reservation from squatters. The President would not see her and she returned home. My grandfather Joseph Ettawageshik and my Grandmother Agnes Chingwa were active in tribal affairs in the late 1800s and the early 1900s. Joseph and Agnes were two of the many people from the Odawa families in our tribe who helped to keep our traditions and language alive to pass on to the coming generations. In the mid-1930s my father Fred Ettawageshik worked on the tribe's efforts to assert and maintain our treaty guaranteed rights during the early days of the Wheeler-Howard Act.

1855. We are asking that our rightful government-to-government relationship with the United States be reaffirmed.

Every year on Memorial Day, I take my mother around to the cemetery to visit the graves of my grandfather Cornelius and Henry Bailey. I think a lot about how they both worked so hard to have our treaty rights restored.

Now I too am a grandfather. So I think about the great cross my tribe will bear if we are not successful at restoring our trust relationship with the United States.

Mr. Chairman, we ask for your help in making this happen.

Thank you.

[Prepared statement of Mr. Bailey and attachments follow:]

TESTIMONY OF DANIEL BAILEY
Chairman of the Little River Band of Ottawa Indians
on
H.R. 2376
BEFORE THE HOUSE NATURAL RESOURCES COMMITTEE
SUBCOMMITTEE ON NATIVE AMERICAN AFFAIRS
September 17, 1993

Bozhoo, Cabayonqaue, n'de zhn cazit. I am also called Daniel Bailey. I am the Great-great-great Grandson of the Grand River Ottawa leaders Cobmoosa, Wabisis, and Francis Bailey who signed the Treaty of Washington in 1836. I am also Chairman of the Little River Ottawa.

The Little River Ottawa have sent me here today to help you understand who we are, and to give you a short history of our band. We are a distinct band of the Ottawa tribe; we existed before the Americans came to Michigan in 1812; and, we have continued as an autonomous community from that time to the present.

I am the sixth generation of Little River Band people to deal with the United States government. When the Americans came to Michigan, my Great-great-great grandparents lived in prosperous villages along the Grand River. Their wives raised corn and vegetables, the men fished and trapped. In the winter time, people from our villages travelled north to the Little River at Manistee, trapping for furs that they traded to the French people who lived along side us and married into our families. During the 1820s and 1830s, American farmers began making farms in our family territory.

At first, the Americans claimed only the lands around Detroit, but by 1830, they had begun following the Grand River westward into the Ottawa villages. In 1835 the American politicians at Detroit wished to turn the Ottawa homeland into a state. My ancestors on the Grand River refused to sell the land. For four months they refused to make a treaty. The Americans demanded that we send chiefs to Washington to make a treaty. My Great-great-great-grandfathers refused to go and sent young men to talk with the Americans, boys who were not capable of making an agreement that the tribe would accept. Officials in Washington made the 1836 treaty and sent it back to Michigan for the chiefs to sign. My Grandfathers were told that they had no choice but to sign this document that sold their Grand River lands and reserved only a small piece of their northern trapping grounds on the Manistee River. They were given a choice, they could move permanently to Manistee, or they could move to Kansas.

Cobmoosa and Wabisis signed the 1836 Treaty of Washington, but refused to leave their homes on the Grand River for many years. The United States vacillated in their policies, telling my tribe that they could stay in their towns so long as they behaved like American farmers, that they could move to their northern reservation, or that they could leave the state altogether. My Grandfathers refused to move to Kansas or the marshes of the

Manistee River.

In 1855 my Grandfathers made another treaty with the United States that ended the danger of their removal to Kansas and made provisions for their permanent residence in Michigan. The Americans demanded even the last of their gardens and told them that they had to move to northern reserves. Faced with constant harassment from Americans and cultural disintegration caused by alcoholism, my Grandfathers decided to move their people away from the settlers who made their lives miserable. They kept their right to hunt, trap, gather, and fish on their former lands and they made reservations, once again, in their northern winter trapping grounds--land that they believed the Americans would not take from them.

My grandparents loaded their families into canoes and travelled to the mouth of the Grand River in 1859. There they were loaded onto steamboats and carried to the mouth of the Pentwater River. From there, they travelled inland to make new settlements. They found that Americans had already made claims to the reserve lands. Timber speculators had already begun cutting the virgin white pine timber. My grandparents and their children tried to make farms on their new reservation in keeping with the American demand that they become "civilized." They were not allowed to make new homes in peace. Land speculators, timber speculators, settlers, or even corrupt government officials who wished to get rich making lumber to build Chicago and other cities. Between 1860 and 1875 they managed through any means possible to take title to our reservation lands.

The next generation of leaders, my Great-great grandfathers, provided for their families by moving between the summer gardens and winter villages as we had done for centuries. But, these gardens were not on their reservations. When speculators had taken the best reservation lands, my band selected small homesteads where they and their families raised gardens in the spring and summer. In the winter, they continued to travel to their Manistee River trapping territories and relied on their treaty protected right to hunt, trap, fish, and gather. From their community bases at Hamlin Lake and Indian Village, the men conducted communal hunts and divided the food and cash they made.

Some men moved out of the village, leaving their wives and children behind to work in lumber camps for cash. The Hamlin Lake settlement was known by local Americans as "Indian Pete's Bayou," named after my Great Grandfather Peter Espiew, (Assinibo, Racoon), who hired his own people to bring logs from the woods. As more and more Americans planted orchards around us, we picked fruit in the summer and fall and were the migrant farm workers of western Michigan--the lowest class of American in Michigan.

The Little River Ottawa were a small, migratory band. They owned only small parcels of land. Few had any education. The local people did not think of the Little River Band as a tribe with any authority or rights other than the right to do manual labor. The state chose to ignore any claims they had to property, and the federal government, time after time, refused to honor their trust relationship.

My Great-grandfather Henry Bailey wrote in English. Throughout his lifetime, he wrote letters to officials in Washington telling them of the difficult lives our people lead because of land frauds, and reminding them of money and services they owed to our band. Throughout the 1880s and into the early 19teens he continued his campaign. When Henry could no longer write, his son and my grandfather Cornelius Bailey continued the work.

During the Great Depression of the 1920s, when all of the rural peoples of Michigan suffered privation, the state, for the first time in our band's history, forbid us to hunt, trap, and fish on the Manistee. Each time one of our men was arrested and brought to the local courts, my grandfather exercised his rights as a leader of an Indian tribe. Cornelius Bailey went to the courtroom on the behalf of his people. He brought our band's copy of the treaty of 1836 which shows that our people reserved the right to hunt, trap, and fish. This is the book that my Grandfather brought with him. The markers you see in these pages were placed in this book by my grandfather. He pointed to the very clause reserving this right to judge after judge, just as I am doing now. Some judges ruled that our band members did indeed have these rights, and other judges did not. The importance of this act is that my people know about their treaties. We continue to exercise our rights and act as a tribe, even when the federal government abandoned their responsibilities to us.

Our band asked Commissioner of Indian Affairs John Collier in the 1934 to reestablish our relationship with the United States government under the Indian Reorganization Act. He visited our people and told us that we were eligible to become a federally "recognized" tribe. For six years we tried to vote on forming a constitutional government. Bureau of Indian Affairs officials first told us that we could vote to form a constitutional government. Then, they said that we had to have land in trust before we could vote. Next they said that we could not place land in trust until we voted. Finally, they said that the federal government could not afford to let us form this government. My Grandfather was a band leader through this time.

World War II interrupted my tribe's efforts to reorganize under the Indian Reorganization Act. Almost all of the able bodied

men in our settlement, even those forty-five years old and older, left the settlement. Women, children, and old people stayed behind to take care of themselves. In Washington, the resources and attention of federal officials focused on the war effort. The Little River Ottawa were given a low priority. When the soldiers returned, the federal government forgot about its committment to help us reorganize.

The Little River Ottawa, however, did not stop governing ourselves or end our efforts to reestablish a federal trust. Our band joined a newly formed, locally elected, statewide association of bands who were parties to the 1836 and 1855 treaties. My Grandfather was one of the charter members of Unit Seven of the Northern Michigan Ottawa Association. Through this organization my band filed an Indian Claims Commission suit for compensation for under valuation of our tribal lands in 1836. Little River, along with the other Grand River Ottawa bands, won their claim. Our members received per capita payment of this claim in 1976. My Grandfather died in 1972, at age 75, and did not receive payment, but my mother did, and I did.

My tribe was not subsumed by the Northern Michigan Ottawa Association. The Northern Michigan Ottawa association helped us form alliances with other Michigan bands and helped us maintain our political influence throughout Michigan. The strength of relationships that formed at this time is demonstrated by the friendship between my tribe and the Little Traverse people who are with us here today. The Little River Band has always acted as a tribe, and were treated as such by local, state, and federal officials.

The Little River Band of Ottawa, along with other NMOA members used the association to combine their influence and pursue issues that had proven difficult for the individual groups to win alone. For example, the bands who made up the Northern Michigan Ottawa Association petitioned the United States for reestablishment of government-to-government relations with the United States under the Indian Reorganization Act in 1975. Bureau of Indian Affairs Officials were, at the time, considering the problem of acknowledging dozens of other tribes like ours. Over the next three years, the Federal Acknowledgment Process was formed.

Our band was informed by the Bureau of Indian Affairs that if we wished to restore our relationship with the United States, we would have to go through the Federal Acknowledgment Process. We have always believed and acted as though we were are a "recognized" tribe. We have treaties; we have maintained continual relations with the federal government through the efforts of my grandparents and other leaders; and, we have continued to act as a community from the times of those treaties to the present. Bureau of Indian

Affairs officials knew this well before the FAP was created. We see this process as yet another unnecessary and unreasonable hurdle placed between us and our treaty-based rights. We have filed a petition with the Bureau of Indian Affairs, Branch of Acknowledgment and Research at the advice of our local Congressional delegates. Still, we believe that Congress is the proper branch of government to address our case.

In closing, I wish to point out that our tribe has never been formally terminated by Congress. The Little River Band of Ottawa Indians has continued to act as a tribe from treaty times to the present. We are a kin-based community who make decisions about our common issues by the consensus of our members. For more than a century our members have worked to protect our treaty-based rights. We have passed the knowledge of who we are and the record of our rights from generation to generation from before the Americans came to our land to this day. Although we have done so, the federal government chose to ignore its treaty mandated relationship with us--and tried to implement its own form of defacto termination. I am here today as the Chairman of the Little River Band to tell you that they have failed. We have reminded the federal government of its responsibilities through Congress, the courts, and through the Bureau of Indian Affairs, and we have no plans to stop.

The Little River Band is now asking Congress now to end the defacto termination of our tribal right. We are not asking the Congress to acknowledge that we exist as a tribe. Congress has already done so in the Treaty of 1836 and the Treaty of 1855. We are asking that we be restored to our rightful government-to-government relationship with the United States. The United States will now deal only with tribes who are "recognized."

I am now a grandfather. I think about the great cost my tribe will bear if we are not successful at restoring our goverment-to-government relationship with the United States. My tribe does not have the means to maintain tribal economic programs that will allow my children and grandchildren to remain in our community. We no longer own any common property that we can use to house our people or generate income. We lack basic health and human services that would help us overcome social problems that rob us of our human potential. I want my children and grandchildren to be proud that they are Ottawa Indians and to exercise the rights that my grandparents have worked so hard to preserve. We have overcome these problems as our ancestors did--using our own initiative working together with the federal government as a tribe. If we do not do so now in this generation, our band will continue to exist as a second class tribe. This cost is too high for us to bear. We ask for your help in affording the Little River Band of Ottawa Indians the legal right that we deserve.

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TESTIMONY OF KATHERINE SAM GLOCHESKI

Before the
HOUSE NATURAL RESOURCES COMMITTEE
NATIVE AMERICAN AFFAIRS SUBCOMMITTEE

on
H.R. 2376
September 17, 1993

My name is Katherine Sam Glocheski of the Little River Band of Ottawa Indians of Manistee, Michigan. I was born on December 21, 1926, in a one-room log house that my Great-great-grandfather built at Indian Village on the Manistee River. Indian Village is located about ten miles from the town of Manistee, in the middle of what is now the Manistee National Forest.

I am the great-great-granddaughter of Chief Sam Paquodush who was forced to move his band from Fort Village on the Grand River according to the 1855 Treaty of Detroit. They had to travel about 200 miles north by barge and steamboat to an unknown reservation created near Manistee.

My Great-grandfather, William Sam, was a young man when our band left the Grand River. In the 1870s through the early 1900s, he was a leader who represented our band in dealings with United States officials.

When I was a girl, my Great-grandfather was very old. He spent hours telling me and my cousins the stories of our history. My Grandmother Maggie Sam was the community mid-wife for Indian women and white women who lived around Indian Village until the 1940's.

In the 1930s, while I was a child, our community suffered from the Great Depression. Like everyone around us, we simply had no money. Those of us who owned farms lost them and were forced to move into the cramped houses of Indian Village. So long as we were able to hunt, fish, and trap, we could survive.

The white people who owned businesses in our area would not hire Indians. Some of the local farmers would hire our men as laborers. During the harvest season our families, young and old alike, would travel along the Lake Michigan coastline picking fruit and vegetables. We did this to earn enough money for clothing and other necessities for the winter months. We were the original migrant workers.

In 1934 my band requested the opportunity to reform our tribal government under the Indian Reorganization Act. Federal officials met with my Grandfather and other tribal leaders at Manistee in 1935. They told us that we were a tribe and therefore had the right to reorganize our tribal government. My elders wrote officials and went to Washington, but in the end, the federal government decided that it could not afford the money to honor their treaty obligations with my tribe.

During World War II, the federal government had other concerns. So did my tribe. All of the men under forty-five years of age enlisted in the United States military. They served with distinction, and many of our great Americans died. One of our community members, Frank Saugee, served on the front lines in France and Germany during Word War II. One of his assignments involved communicating important messages in our Ottawa language to another Ottawa soldier. This was done because our language was too complex for the Germans to decode. Most of the men and some of the women from our community have served in every major war since the Civil War.

After the war, the men found they had to move to nearby cities like Muskegon, Grand Haven, and Grand Rapids in order to find a job and support their families. Some worked in the cities part of the year, and came home for winter hunts. Others moved their families to the cities and came home for special occasions. This does not mean that our tribe fell apart. The leaders of my band continued working for our best interests. The men continued to be arrested for hunting and fishing, going to court, and demanding release under our treaty.

Following in the footsteps of my grandfathers, I and the others of my generation have worked much of our lives for the welfare of our people. Between 1948 and 1980 I represented our tribe with the Northern Michigan Ottawa Association, a coalition of Michigan Ottawa and Chippewa bands who came together to file a claim before the Indian Claims Commission, a claim that we also won. I was elected to serve on the NMOA board and helped certify our community members who qualified for the Docket 40-K distribution. We also organized fund raisers, did public speaking, and testified before several government committees.

In 1983 our community formed a nonprofit organization to raise funds to continue our efforts with the federal government. I was elected Chairperson on the original board of directors. I have also worked as the Enrollment Officer, preparing our membership roll.

The Little River Band of Ottawa Indians is my tribe and my family. Although we have been known by several names throughout history, we are the same people who were forced out of our Grand River homes by American settlers. We were also cheated out of our land by lumber companies and corrupt local politicians. We were ignored by federal officials whenever we brought our rightful treaty claims to them. We have never stopped pursuing our rights, no matter how poor we were, how badly we were discriminated against, or how unjustly we were treated in the courts. Our experiences and our willingness to fight for our rights have brought us here again today.

I am the fourth generation descended from Chief Paquodush to work on restoring our rights promised in the 1855 Treaty. I am here now so that my grandchildren and all of my relatives might have a better life.

And finally, if our people had stricter immigration laws 500 years ago, we wouldn't be here now, and neither would you. Me-gwetch.

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[illegible]	His x mark
Pay-baw-me-gow-be-we.	His x mark
Aith-Ke-baw-gaw-sink.	His x mark
Joseph Daw-gay.	His x mark
Pay-gik-ena	His x mark
[illegible]-day-gua.	His x mark
Ag-gaw-o-dw.	His x mark
Kesa-beck.	His x mark
Ka-u-wis.	His x mark
Shia-o-beck.	His x mark
Aila. Shaw.	His x mark
Jaccab. Shaw	His x mark
To-glo-ke-tos.	His x mark
Song-quish	His x mark
Pay-gua	His x mark
Meshe-gak-Kake.	His x mark
Mon-no-me-ne.	His x mark
An-ne-me-Kewe.	His x mark
Shaw-shaw-o-ne-bees.	His x mark
Ke-we-Ke-skum.	His x mark
Nim-Kewaw.	His x mark
Shaw-waw.	His x mark
Aw-me-Kaase.	His. x mark.

Done in public & in my presence at Pere Marquette Mason County – Mich – ~~[illegible]~~ seventh day of June A.D. 1865.
Signed David K. Foster
U.S. Interpreter

DEPARTMENT OF THE INTERIOR,
CENSUS OFFICE.

ROBERT P. PORTER,
Superintendent.
Appointed April 20, 1889; resigned July 31, 1893.

CARROLL D. WRIGHT,
Commissioner of Labor in charge.
Appointed October 5, 1893.

REPORT

ON

INDIANS TAXED AND INDIANS NOT TAXED

IN

THE UNITED STATES

(EXCEPT ALASKA)

AT THE

ELEVENTH CENSUS: 1890.

WASHINGTON, D. C.:
GOVERNMENT PRINTING OFFICE.
1894.

5607 14

MASSACHUSETTS.

INDIAN POPULATION AS OF JUNE 1, 1890.

Total	428
Indians in prisons not otherwise enumerated	4
Indians off reservations, self-supporting and taxed (counted in the general census)	424

The civilized (self-supporting) Indians of Massachusetts, counted in the general census, number 424 (222 males and 202 females), and are distributed as follows:

Barnstable county, 146; Dukes county, 133; Middlesex, county 19; Plymouth county, 27; Suffolk county, 29; Worcester county, 21; other counties (13 or less in each), 49.

The Indians of southern New England are mainly descendants of the tribes that inhabited the region when the white people came, and some of them inherit legal claims by reason of Indian blood; but to the casual observer there is often little in their appearance to distinguish them from hunters and fishers of the neighboring population, toward whom they have been assimilating in blood and in habits.

Descendants of the Wampanoag Indians, as many consider them, form a quiet community at Gay Head, on the western part of the island of Marthas Vineyard. They are sailors and fishermen with their white neighbors. A few negroes and some Portuguese have been absorbed in the community. The use of Indian words even has almost disappeared, English being used by all.

On the mainland, in Barnstable county, are those of similar tribal ancestry, sometimes known as Mashpee Indians. Occasionally one of these Indians has been elected to the state legislature.

MICHIGAN.

TOTAL INDIAN POPULATION AS OF JUNE 1, 1890.

Total	5,625
Indians off reservations, self-supporting and taxed (counted in the general census)	5,624
Indian prisoner, not otherwise enumerated	1

The civilized (self-supporting) Indians of Michigan, counted in the general census, number 5,624 (2,925 males and 2,699 females), and are distributed as follows:

Alcona county, 26; Alger county, 78; Allegan county, 71; Antrim county, 184; Arenac county, 120; Baraga county, 287; Bay county, 92; Berrien county, 32; Calhoun county, 71; Cass county, 35; Charlevoix county, 222; Cheboygan county, 132; Chippewa county, 441; Delta county, 217; Emmet county, 914; Grand Traverse county, 35; Iosco county, 50; Isabella county, 355; Kalamazoo county, 21; Lapeer county, 22; Leelanaw county, 295; Mackinac county, 227; Manistee county, 22; Manitou county, 56; Marquette county, 56; Mason county, 355; Mecosta county, 44; Menominee county, 129; Muskegon county, 32; Newaygo county, 18; Oceana county, 271; Ontonagon county, 59; Osceola county, 24; Ottawa county, 51; Saginaw county, 232; Schoolcraft county, 12; Tuscola county, 61; Van Buren county, 59; other counties (17 or less in each), 206.

Many of the Indians work as fishermen and lumbermen. Large quantities of maple sugar are made by Indians in favorable years, which is used for food and for trade with the whites. In some localities Indians gather great quantities of wild berries for canning or for shipment to the cities. Many of them are scattered, singly and in groups, along the shores of the Great Lakes, on the banks of rivers, and in the woods.

There are 3 Indian reservations in Michigan, as noted in the records of the Indian Office: the Isabella, containing but 7,317 acres, or 11.4 square miles; the L'Anse reservation, containing 19,324 acres, or 30.2 square

miles, and the Ontonagon reservation, containing 678 acres, or 1.1 square miles. These reservations are the remnants of large tracts which have been surveyed and allotted to the Indians. The agency at Mackinac was abolished by the act of Congress making appropriations for the Indian service July 1, 1890.

Indians now in Michigan are classed as taxed. They were enumerated by the regular enumerators and counted in the general population of the state.

The agent, in his report for 1886 to the Commissioner of Indian Affairs, says:

> The Indians of Michigan are all citizens, are voters, and eligible to hold office. They are not known or recognized by tribal relations, either by state laws or treaties, and in every respect, so far as the rights of citizenship are concerned, they stand on an equality with the whites. While no tribal relations exist, yet the Indians annually elect certain of their number, whom they call chiefs or headmen, whose duty it is to transact all business with the government or the Indian agent, sign all papers and stipulations, which they consider as binding upon the band.

HISTORIC REVIEW.

The Indians of Michigan are all of Algonkian stock.

The tribes known as the Chippewas, Ottawas, and Pottawatomies composed the aboriginal population of Michigan. Many of these Indians are now in Kansas and Indian territory.

The early Jesuits found the Michigan Indians good material for laboring with, and numerous missions were established. They found the Indians hunters, trappers, fishers, and sharp traders. The Indians raised and sold provisions, and, although agriculturally inclined, after the French occupation they frequently attacked the French posts. These Indians were kept in constant trouble by the claims of the English to the territory through the Iroquois, who early possessed the country by capture. The Hurons were the allies of the French, and constant intrigue was the result. They aided the French in the disastrous border war between France and England.

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and Oklahoma territory. The removed Ottawas are at Quapaw agency, Indian territory, and some of the removed Chippewas are in Minnesota. Three reservations were established in Michigan in 1854–1855, and some after. The Chippewas, Ottawas, and Pottawatomies now remaining in Michigan are citizens.

MICHIGAN RESERVATIONS.

Report of Special Agent E. J. BOYNE on the Indians of Michigan.

Names of Indian tribes or parts of tribes, reservations, and unallotted areas are: (a)

Isabella reservation: Chippewas of Saginaw, Swan creek, and Black river, area 7,317 acres, or 11.5 square miles; executive order, May 14, 1855; treaties of August 2, 1855 (11 U. S. Stats., p. 633), and of October 18, 1864 (14 U. S. Stats., p. 657); the residue allotted.

L'Anse reservation: L'Anse and Vieux de Sert bands of Chippewas of Lake Superior, area 19,324 acres, or 30 square miles; treaty of September 30, 1854 (10 U. S. Stats., p. 1109); the residue, 33,360 acres, allotted.

Ontonagon reservation: Ontonagon band of Chippewas of Lake Superior, area 678 acres, or 1 square mile; sixth clause, second article, treaty of September 30, 1854 (10 U. S. Stats., p. 1109); executive order, September 25, 1855; the residue, 1,873 acres, allotted.

Total, 27,319 acres, or 42.5 square miles.

Indian population June, 1890: 5,624.

ISABELLA RESERVATION.

There are now living on this reservation, as nearly as could be ascertained, 460 Indians, most of whom are Chippewas. A few Ottawas and Pottawatomies reside here, but they are considered members of the tribe and call themselves Chippewas. The Indians are scattered in little groups throughout the different townships, and the Chippewa dialect is universally spoken. With the exception of a very few old men and women they are of mixed blood. All wear citizens' dress. The civilized Indians are not polygamists, nor are the pagans avowedly so, though they profess to believe in the doctrine. Sixty families own houses, 8 of which are frame and 52 log, which are for the most part well built. With these there is generally a patch of ground upon which vegetables and corn are raised. Very little, if any, produce is marketed. There are no Indian schools, but a majority of the children attend district schools and are said to be as bright as ordinary white children. Twenty-six pupils from this reservation are now at the Indian school in Carlisle, Pennsylvania. It is estimated that 50 adults and 100 under 20 years of age can read. While many of the male Indians can speak English sufficiently for ordinary use, they are very suspicious and reticent, and when questioned about their condition, habits, and religion they either remain silent or profess not to understand. They have 4 churches, worth perhaps $300, 3 of which are log cabins and the other an old frame building. The membership is 300, 288 of whom are of the Methodist Episcopal and 12 of the Roman Catholic denomination. The latter have no church. There are 4 half-breed preachers, who are appointed by the Methodist Episcopal annual conference, and the services are conducted in the Chippewa language.

The tribe is decreasing. The principal disease is consumption, always attributed to exposure, want, and disease contracted by mixing with white men. On being interrogated as to whether they were not more exposed when in a savage state, they replied: "Yes; but we were hardier and had never been taught to wear white men's clothes. Now we have got used to them, and are often without enough to cover ourselves, and thus suffer more than the white man. Besides, we had many furs".

There have been 10 deaths during the year, 1 adult and 9 children, all in the pagan settlement.

In the opinion of the nominal chief, Joseph Bradley, there are 6 white families now living here unlawfully, cutting timber and farming in a small way, who claim to occupy under homestead law. Others have been here, cut the timber, and moved away. According to figures given by one of the chief men there are yet 5,480 acres of land belonging to the tribe, distributed as follows:

	ACRES.
Nottawa township	1,200
Denver township	920
Isabella township	1,500
Wise township	1,310
Deerfield township	550

In a remote part of Nottawa township is a band of pagan Indians consisting of 8 families, in all 32 persons. All are discontented and miserable. They do a little work when they can obtain employment at manual labor, and manage to exist in a forlorn, hopeless way. They are sickly, and have no stock except a pair of ponies belonging to the chief, Aiken-bel, who is quite intelligent, and who says his people are willing to work if they could be sure of their lands, which he claims the white men obtained under false pretenses. This is also the general complaint of the civilized Indians.

The pagans have festivals and war dances, during the performance of which they are dressed in native costumes, which are carefully preserved for these occasions. There is a marked difference between the appearance of the pagan and civilized Indians, the advantage being greatly with the latter.

a The statements giving tribes, areas, and laws for agencies are from the Report of the Commissioner of Indian Affairs, 1890, pages 434-445. The population is the result of the census.

While the Indians of the reservation have improved mentally, they have degenerated *physically*. A large jority are entirely improvident, saving nothing. A few own farms, employ a number of men, and have horses, ttle, and other stock. Some are very intelligent and well educated and own good houses in town and in the untry. The *question of morals* seems to be a disputed one, they claiming to possess a fair share of morality, hile their white neighbors generally do not agree with them in this particular. That there is an almost universal te for intoxicating liquors appears *to be conceded* on all sides. They are peaceable and honest.

The land of the reservation is generally of good quality, and if cleared and properly farmed would be quite oductive, but they have not the capacity for prolonged labor *of any description*. The greater portion say that were happier and more prosperous while under the care of the government than at present. They are contented.

L'ANSE RESERVATION.

There are 450 Chippewas on this reservation, and the Chippewa language is spoken. Nearly one-half are of ed blood, all wear citizens' dress wholly, and none are polygamists.

There are 2 missions on the reservation, the Roman Catholic, situated on the west shore of the bay, 8 miles l'Anse village, and the Methodist Episcopal mission, 3 miles northeast of the town. With few exceptions Indians over 20 years of age can read their own language, and a great majority (over seven-eighths) can read glish. All speak English sufficiently for ordinary use.

There are 3 *schoolhouses, 1 boarding school for girls, 1 for boys*, and a government schoolhouse, the latter valued 00. There are 52 Indian scholars. The building for girls is of stone, 4 stories high, 40 by 90 feet in dimensions, sleeping accommodations for 65; that for boys is 3 stories high, with *an addition*, and will accommodate 75. rmitories are in excellent order and well ventilated. There are here also 57 white children, orphans or half , who are supported by relatives or by contributions of the Roman Catholic churches. Indian and white n associate together daily.

he children are bright, cleanly, orderly, and apparently happy. They have a fine piano, upon which some of dian *girls perform* in a very creditable manner. All are taught vocal music. As a general rule they are too to be apprenticed, but when old enough are sent away to learn trades and other kinds of business. The ls, thoroughly instructed *in housework* and needlework. The scholars are all members of the church. urch edifice is of stone and cost $6,000, which was donated by members of the diocese. All are of the Roman lic denomination. The priest reports that the tribe *is increasing at this place and that* Indians here are not not having complete titles to their land. The mission is beautifully located, and the children appear to be dian ordinarily intelligent.

the Methodist mission is 1 government schoolhouse, which is valued at $500, and will accommodate 40 . There are 65 Indian children of school age within the mission precincts. The average attendance is e highest number present for 1 month during the year, 34. Many will attend school for a short time, then themselves for a longer or shorter period, and again return. There is 1 church not belonging to the ment, with *75 Indian members of the Methodist* denomination.

e Indians at this mission, of whom there are 270, own 2 frame and 53 log houses, and have during the past ade 1,000 pounds of butter and raised *1,200 bushels of potatoes and 50 tons of hay*. They own 15 horses, 00 cattle, and are very intelligent. The land in general is not considered very good for farming purposes, etables, wheat, and grass are of good quality, if not abundant.

ing to pledges given by the Indians at both missions, there is not much drunkenness among them, although ve strong appetites for intoxicating liquors.

e government physician states that 200 Indians have received treatment at his hands during the year, for chronic troubles. He also reports 12 deaths in the same period, 2 of old age, 5 of consumption, 4 small n *of various complaints, and 1 man frozen*: There have been 18 births. No one has been killed and punished for crime during the year.

e males of the tribe work at *farming, lumbering, and quarrying. They also fish, hunt, and trap*. In season oung and old, male and female, engage in berry-picking and root-gathering.

cording to statements of the most reliable men, Indian and white, the tribe is decreasing; causes, *death* ertion.

As a whole, they are intelligent, peaceable, honest, and fairly industrious, though restless and changeable. ve greatly improved mentally and have not degenerated physically. They are generally self-supporting, improvident.

ONTONAGON RESERVATION.

dians in this section are a rarity. There are not more than 5 families in the section, and these are to all and purposes white people. Their children attend school and the older ones are married to whites. All ligent and well to do, *and would resent being classified* as Indians. The land allotted to the Indians is useless and has never been occupied by them. The Ontonagons as a band are extinct. Those who are ve scattered far and wide.

Besides those with indirect relations to the old reservations, there are groups of Indians in a number counties no longer connected with any reservation or any special *administration of Indian interests*.

MASON COUNTY.—The census enumerators found 335 Indians, under the name of the "Ottawa and Chippe tribe", residing in Mason county, and the Ottawa dialect is used. The people wear citizens' dress wholly, a with the exception of 20 very old Indians, are of mixed blood. Perhaps 40 over 20 years old and 60 under th age can read.

A majority of the civilized male Indians can use English sufficiently for ordinary intercourse. although stranger can obtain but little information from them. They will answer their minister and teacher readily, a *it is mainly through these that facts are obtained*. Some, however, are *intelligent and educated, and had* hesitancy in answering. Indian women, as a rule, do not speak English.

There are 80 Indian voters on the reservation. They have no Indian school and no Indian church, but ma children attend district schools, and nearly all, young and old, are church members, the younger portion bei baptized at a very early age. Three hundred and fifty are said to be communicants, by far the greater numl being of the Roman Catholic faith. The services are conducted in English, an interpreter being present, w translates for the benefit of the Indians. Ninety families own houses, 10 frame and 80 log, for the most part n and comfortable, with a patch of ground upon which vegetables are cultivated. The greater number of Indi follow a variety of callings, sometimes logging and laboring, then fishing, hunting, trapping, picking berries, *gathering roots, according to the season. Three-fourths of the tribe are at this time (last of September) in* woods gathering ginseng root, which commands a good price. They raise no produce for the market.

The tribe is decreasing rapidly. There are 4 mulattoes, but no negroes, quadroons, or octoroons here. Th is 1 blind and 1 deaf and dumb person, but none are crippled, insane, idiotic, or deformed. Seven deaths h occurred during the year, 5 of consumption and 2 of unknown diseases. No Indians have been killed in the y ended September 1, 1890, but 1 was murdered in June, 1889, and a white man is now in prison for the crime. whites have been killed and none are unlawfully on the reservation.

There were originally 4 full townships in this reservation, but how much now belongs to the Indians h difficult to ascertain. Much of the property is mortgaged, and in such cases is seldom redeemed. Three-four *of the land would be tillable if cleared. It is thickly timbered and well fitted for farming purposes.* T remainder is now pine stump land and is not so valuable. The price is from $10 to $30 per acre, according quality and location.

Consumption is the prevailing disease. All are addicted to liquor drinking, though many do not indulg excess. The Indians are growing weaker physically but better mentally. They are usually honest, and th morals are generally good among themselves, but become bad when mingling with the whites.

Generally they do not seem to know the first rudiments of economy. There are of course some note exceptions to this rule, forming, however, a very small minority.

In the deep woods of Sherman township is a band of pagan Indians. They number 75 members and have *log cabins. A few live in wigwams. The band is generally unhealthy, and the children do not attend any sch* The chief claims that they are as happy now as during the agency system, while a full-blooded Ottawa, aged *thinks* the tribe has not been happier since mingling with the whites nor better off than under the *agency*. T believe in witchcraft and worship imaginary gods, each having his own deity, though all recognize the existe of a Great Spirit. There are no farmers among them and no stock whatever. They use their own *medicines* employ no physicians, and prefer to live by themselves, as far from civilization as possible, but they receive s help from the whites. They as well as some of the civilized Indians think the government owes the Ottawas Chippewas a considerable sum of money.

OCEANA COUNTY.—There were found in Oceana county, adjoining Mason county on the south, 271 Indi whose general conditions are kindred to those given for Indians in Mason county.

HURON COUNTY.—It was learned that there were but 8 Indians in the county, 5 males and 3 females, and of these, except 1 old man, were absent from their homes much of the time. Years ago each Indian took up acres of land, but during the war a large number, afraid of being drafted, sold their lands and went to Cana But few returned, and these, with the exceptions above named, have disposed of their property and left for pa unknown.

GENESEE COUNTY.—There are 5 families of Chippewas in Gaines township. They are of mixed blood n own 160 acres of land and some horses, dress in citizens' clothes and use the English language, but are prosperous. They consider themselves civilized, but do not belong to any church. These are all the Indians f found in Genesee county.

SAGINAW COUNTY.—There are *nearly 100 Chippewas distributed throughout* the south and east corne Saginaw county, all of mixed blood, who dress in citizens' clothes. The males speak sufficient English for ordin *intercourse. A few own farms and stock* and are prosperous, but the majority are *poorly off* and quite a num receive assistance from the whites.

The list of Indians by counties at the beginning of this report on Michigan will indicate the number in other counties. Their condition is like that in the counties here mentioned.

There is a government day school at Baraga, Baraga county, with an enrollment of 36; a contract school at Baraga with 49 enrolled; a government day school at L'Anse with 30 enrolled; a contract school, Harbor Springs boarding, at Harbor Springs, Emmet county, with an enrollment of 107.

GENERAL REMARKS.

Few Indians own cows; even on the larger farms their absence is noticeable. These people are not very industrious and are fond of liquor. They have no idea of economy and will never succeed until they have learned to accumulate and manage property.

The Michigan Indians off reservations are scattered singly and in groups along the shores of the Great Lakes, on the banks of rivers, and in the woods, and it would be the work of months for any person to visit even a majority of them. They are poor but self-sustaining. The greater number of the Indians on the Isabella reservation are disheartened and dissatisfied, and in my opinion it would be better for them if the goverment could appoint a just and impartial man (detail of an army officer would probably be best) to act as agent among them, as they have no knowledge of business matters nor the least comprehension of their rights.

Compulsory education would be an excellent thing for all Indians in the state. They will not now force their children to attend school regularly, and when those who go to school return to their homes they soon relapse into old habits and forget the lessons that have been taught. Education and constant good associates are the ways by which an Indian can best overcome his natural instinct and become a respectable citizen.

The Indian children in boarding schools, where they remain until their education is completed, of course appear better than those not having such advantages. Their tastes are elevated, their ambition is aroused, and a dislike for their old ways is created, which is seldom eradicated. If the state or national government would institute and maintain an industrial school for the younger Indians in the state, it would be a great benefit to them.

Observation among Indians in all parts of the west has led to the belief that it would be much better for them and the government, in granting them lands, would give alternate sections and let white men have the intervening sections, the sections so allotted to Indians to be held in trust for a number of years.

The Indian of old is doomed, and it will be best for him and the country if his extinction is accomplished with moral and mental elevation rather than with partial starvation and neglect, as is now largely the case in Michigan.

INDIAN TRUST FUNDS JUNE 1, 1890.

As shown by the tables below, the total of trust funds held by the United States for Indian tribes amounted to $21,244,818.39 in 1890. The following is from the report of the Commissioner of Indian Affairs for 1890, page CXXVI:

TRUST FUNDS OF THE FIVE CIVILIZED TRIBES.

TRIBES.	Amount of principal.	Annual interest.
Total	67,984,132.76	3413,219.01
Cherokees	2,625,842.27	127,469.33
Chickasaws	1,306,625.65	68,404.95
Choctaws	548,394.74	32,344.72
Creeks	2,000,0[illegible].00	100,000.00
Seminoles	1,500,000.00	75,000.00

TRUST FUNDS OF TRIBES, OTHER THAN THE FIVE CIVILIZED TRIBES.

TRIBES.	Principal.	TRIBES.	Principal.
Total	913,380,685.63	Ponces	978,000.00
Chippewas and Christian Indians	42,560.20	Pottawatomies	184,004.57
Delawares	874,178.54	Sacs and Foxes of Missouri	21,656.12
Eastern Shawnees	9,079.13	Sacs and Foxes of the Mississippi	55,058.21
Iowas	171,543.37	Santee Sioux	30,000.00
Kansas	27,174.41	Senecas	60,976.60
Kaskaskias, Peorias, Weas, and Piankeshaws	58,000.00	Senecas, Tonawanda band	86,950.00
Kickapoos	130,184.06	Senecas and Shoshones	15,140.42
L'Anse and Vieux de Sert bands	20,000.00	Shawnees	1,965.65
Menomonees	152,939.28	Stockbridges	75,982.60
Osages	6,253,208.46	Shoshones and Bannocks	6,000.00
Omahas	240,397.37	Umatillas	50,463.64
Otoes and Missourias	508,775.63	Utes	1,750,000.00
Pawnees	206,625.67	Uintah and White River Utes	3,340.00

References to laws, reports, and treaties are as follows:

For all Indian treaties and laws, see United States Statutes at Large, 1776–1880.

For a "statement showing the present liabilities of the United States to Indian tribes under treaty stipulations"; for a statement of "trust funds" and trust lands, being "list of names of Indian tribes for whom stock is held in trust by the Secretary of the Interior (treasurer of the United States custodian), showing the amount standing to the credit of each tribe, the annual interest, the date of treaty or law under which the investment was made, and the amount of abstracted bonds for which Congress has made no appropriation, and the annual interest on the same"; for "list of securities held for invested tribal funds"; for all expenses, receipts from sale of Indian lands, appropriations by Congress, and expenditures of the same; for "schedule showing the names of Indian reservations in the United States, agencies, tribes occupying or belonging to the reservation, area of each reservation in acres and square miles, and reference to treaty, law, or other authority by which reservations were established"; for area of arable land on the several reservations; for executive orders relating to Indian reservations, and for annual table of statistics relating to population, industries, and sources of subsistence, together with religious and vital statistics, see annual reports of the Commissioner of Indian Affairs.

For laws relating to Indians, see report of Public Land Commission, 1880, laws and decisions, and Revised Statutes of the United States, sections 2039–2178; for performance of engagements between the United States and Indians, see Revised Statutes of the United States, sections 2079–2110; for government and protection of Indians, see Revised Statutes of the United States, sections 2111–2116; for government of Indian country, see Revised Statutes of the United States, sections 2127–2156; 6 Cranch, 646; 8 Wheaton, 543; 7 Johnson, 246; Indian treaties, United States Statutes at Large; act of Congress March 26, 1804, section 15, dividing Louisiana into 2 territories; Bump's Notes of Constitutional Decisions, titles "Indians" and "Territories".

See also United States Senate report, by Hon. J. R. Doolittle, chairman of joint committee of Congress to inquire into the condition of the Indian tribes, and report of the Indian Peace Commission, 1867–1868, General W. T. Sherman, chairman.

See also A Descriptive Catalogue of the Government Publications of the United States, September 5, 1774, to March 4, 1881. Ben: Perley Poore. Washington, Government Printing Office, 1885. The titles of all government publications relating to Indians and Indian affairs from 1774 to March 4, 1881, can be found in the index, pages 1302–1304.

miles, and the Ontonagon reservation, containing 678 acres, or 1.1 square miles. These reservations are the remnants of large tracts which have been surveyed and allotted to the Indians. The agency at Mackinac was abolished by the act of Congress making appropriations for the Indian service July 1, 1890.

Indians now in Michigan are classed as taxed. They were enumerated by the regular enumerators and counted in the general population of the state.

The agent, in his report for 1886 to the Commissioner of Indian Affairs, says:

> The Indians of Michigan are all citizens, are voters, and eligible to hold office. They are not known or recognized by tribal relations, either by state laws or treaties, and in every respect, so far as the rights of citizenship are concerned, they stand on an equality with the whites. While no tribal relations exist, yet the Indians annually elect certain of their number, whom they call chiefs or headmen, whose duty it is to transact all business with the government or the Indian agent, sign all papers and stipulations, which they consider as binding upon the band.

HISTORIC REVIEW.

The Indians of Michigan are all of Algonkian stock.

The tribes known as the Chippewas, Ottawas, and Pottawatomies composed the aboriginal population of Michigan. Many of these Indians are now in Kansas and Indian territory.

The early Jesuits found the Michigan Indians good material for laboring with, and numerous missions were established. They found the Indians hunters, trappers, fishers, and sharp traders. The Indians raised and sold provisions, and, although agriculturally inclined, after the French occupation they frequently attacked the French posts. These Indians were kept in constant trouble by the claims of the English to the territory through the Iroquois, who early possessed the country by capture. The Hurons were the allies of the French, and constant intrigue was the result. They aided the French in the disastrous border war between France and England.

After England took possession of Michigan, the Ottawas became restless, and in 1763 Pontiac's conspiracy was formed, and attempts were made to capture the British posts from Niagara to Chicago, Pontiac personally undertaking to capture Detroit, in which he failed. The attacks on the various posts were made on one day, May 7, 1763. The movement ended in the capture of 9 of the 12 posts or forts, but Detroit was saved through information given by an Indian woman to the commandant. After this a treaty was made with several tribes, but Pontiac held out until 1765. Detroit became the center of British frontier power after 1763.

Great Britain began to encourage fishing and the fur trade, and made the various tribes allies. During the Revolutionary war Michigan was a British colony, with lieutenant governors at Detroit and Mackinaw. Vast amounts of supplies and arms and ammunition were given to the Indians from these points, and bounties were given for scalps. Governor Hamilton reported in January, 1778, that the Indians had brought in 23 prisoners and 129 scalps. In September, 1778, he again reported that "since last May the Indians have taken 34 prisoners, 17 of which they delivered up, and 81 scalps". It is estimated that more than 3,000 persons were scalped or made prisoners of war by war parties of Indians and soldiers from Detroit. These war parties went as far south as Kentucky.

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contain more, then said boundaries are to be reduced so as to contain the said five millions of acres.

And, in consideration of the alteration of said boundary we ask that ten thousand dollars should be paid to such commissioner, as shall be designated by us to receive the same west of the Mississippi river, at such place on the tract of country ceded to the said united nation as we may designate, and to be applied, as we may direct for the use and benefit of the said nation. And the further sum of two thousand dollars to be paid to Gholson Kercheval, of Chicago, Ill.: for services rendered the said united nation of Indians during the late war, between the U. S. Government and the Sacs and Foxes; and the further sum of one thousand dollars to George E. Walker for services rendered the said United nation, in bringing Indian prisoners, from west of the Mississippi river to Ottawa, Lasalle county, Ill. for whose appearance at the circuit court of said county, the said nation was bound.

The foregoing propositions are made with the expectation, that with the exception of the alteration in the proposed boundary, and the indemnity herein demanded as an equivalent for said exchange, the whole of the treaty made and concluded at this place on the 26th and 27th days of September 1833, be ratified as made and concluded at that time, within the space of five months from the present date; otherwise it is our wish that the whole of the said treaty should be considered as cancelled.

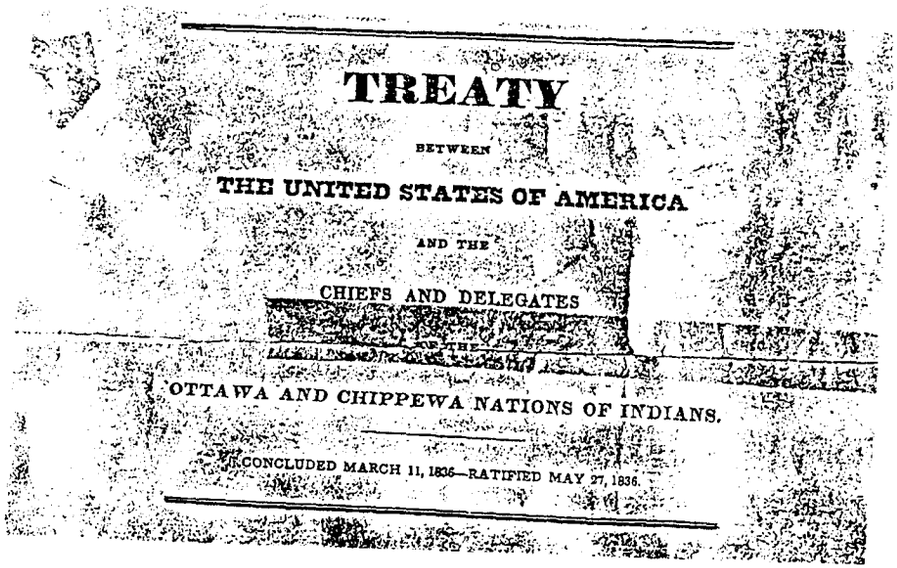
In witness whereof, we, the undersigned chiefs of the said United Nation of Chippewa, Ottowa, and Pattawatamie Indians, being specially delegated with power and authority to effect this negotiation, have hereto set our hands and seals, at Chicago, in the State of Illinois, on the first day of October, A. D. 1834.

R. Caldwell,	[L. S.]
Kee-tshee-zhing-ee-beh, his x mark,	[L. S.]
Tshee-tshee-beeng-guay, his x mark,	[L. S.]
Joseph, his x mark,	[L. S.]
Ob-ee-tah-kee-zhik, his x mark,	[L. S.]
Wau-bon-see, his x mark,	[L. S.]
Kay-kot-ee-mo, his x mark,	[L. S.]

In presence of—
Richd. J. Hamilton,
Jno. H. Kenzie,
Dr. P. Maxwell, U. S. Army,
J. Grant, jr.,
E. M. Owen,
J. M. Baxley, captain Fifth Infantry.

[NOTE.—This Treaty and Supplementary Articles thereto, were ratified and confirmed, upon the conditions expressed in the two resolutions of the Senate in relation to the same; which conditions as contained in the first named resolution, are as follows:

"That the Senate do advise and consent to the ratification of the Treaty, made on the 26th day of September 1833, at Chicago, by George B. Porter and others, Commissioners on behalf of the United States, and the United Nation of Chippewas, Ottawas, and Pottawatamies Indians, and the supplementary articles thereto, dated on the 27th day of September, 1833, with the following amendments and provisions, to wit. 1st: amend the third article in Schedule A, by striking out the word "*ten*" and inserting the word *five* as to each of the sums to be paid to Billy Caldwell and Alexander Robinson; so that the sum of five thousand dollars *only* will be paid to each of them, and the sum of ten thousand dollars, thus deducted, to be paid to the Indians.—2d. All the debts, mentioned in schedule B, in the same article, and which are specified in exhibit E, to the report of the committee, to be examined by a commissioner to be appointed by the President, with the advice and consent of the Senate, and the individuals to be paid only the sums found by said commissioner, to have been justly due; in no instance increasing the sum agreed to be paid; and whatever sum is saved by deduction or disallowance of the debts in exhibit E, to be paid to the Indians, and the residue to the claimants respectively. 3d. Strike out article 5th in the Treaty. 4th. Strike out article 4th in the supplementary articles: and provided, that the lands



THIS IS A COPY OF AN ACTUAL COPY OF THE 1836 TREATY. SAGINAW WAS NOT ELIGIBLE, NOR WOULD HE HAVE TRIED TO SIGN AWAY SOMEONE ELSE'S LAND. HE WAS THEN IN ALLEGAN COUNTY NEAR GUN LAKE LIVING ON WHAR IS NOW KNOWN AS HASTING'S POINT IN THE LAKE. THERE WAS RUMBLINGS OF ANOTHER BORDER WAR LIKE 1812. THIS MADE SAGINAW AN IMPORTANT PERSON. NOON DAY AND BLACKSKIN SIGNED.

IN APRIL OF 1838 A MURDER OF A WHITE FAMILY BROUGHT ALL THE WORST FEARS OF AN INDIAN UPRISING INTO THE OPEN. WAR DEPARTMENT AND THE PRESIDENT CREATE NEW PLAN TO PUT SAGINAW AND OTHER WARRIOR CHIEFS ON LANDS AWAY FROM PEOPLE WHERE THEY CAN BE WATCHED. IT WAS A NEW POLICY. ON JUNE 5, 1838, A COMPACT WAS SIGNED AND THE GUN LAKE BAND WAS CREATED AND SAGINAW, PENASEE, MATCHIPENASHIWISH, AND KEWAYGOOSHCUM WERE PLACE AT GRISWOLD JUST EAST OF GUN LAKE. GRISWOLD WAS THEN LOCATED ON THE LAST HIGH GROUND OVER LOOKING TEN MILES OF SWAMP THAT STRETCHED TO THE WEST. IT LATER TURNED OUT THE HUSBAND KILLED THE WHITE FAMILY BUT BY THIS TIME THE GUN LAKE BAND HAD IT'S TRUST LAND THAT WAS THEN HELD BY BISHOP McCOSKRY.

THE COMPACT OF JUNE 5, 1838 HAS BEEN OVER LOOKED BY HISTORIANS. THIS DOCUMENT CREATED COLONIES TO COMPLETE AGREEMENTS NOT DONE FROM 1833 TREATY AND SUPPLEMENTAL AGREEMENT.

ANDREW JACKSON,

PRESIDENT OF THE UNITED STATES OF AMERICA,

To all and singular to whom these presents shall come, Greeting:

WHEREAS a Treaty was made and concluded at the city of Washington, in the District of Columbia, between Henry R. Schoolcraft, commissioner on the part of the United States, and the Ottawa and Chippewa nations of Indians, by their chiefs and delegates, on the twenty-eighth day of March one thousand eight hundred and thirty-six; and an article supplementary thereto was also agreed upon on the thirty-first day of March in the same year; which Treaty and supplementary article are in the following words, to wit:

Articles of a treaty made and concluded at the city of Washington in the District of Columbia, between Henry R. Schoolcraft, commissioner on the part of the United States, and the Ottawa and Chippewa nations of Indians, by their chiefs and delegates.

ARTICLE FIRST, The Ottawa and Chippewa nations of Indians cede to the United States all the tract of country within the following boundaries: Beginning at the mouth of Grand river of Lake Michigan on the north bank thereof, and following up the same to the line called for, in the first article of the treaty of Chicago of the 29th of August 1821, thence, in a direct line, to the head of Thunder-bay river, thence with the line established by the treaty of Saganaw of the 24th of September 1819, to the mouth of said river, thence northeast to the boundary line in Lake Huron between the United States and the British province of Upper Canada, thence northwestwardly, following the said line, as established by the commissioners acting under the treaty of Ghent, through the straits, and river St. Mary's, to a point in Lake Superior north of the mouth of *Gitchy Seeling*, or Chocolate river, thence south to the mouth of said river and up its channel to the source thereof, thence, in a direct line to the head of the *Skonawba* river of Green bay, thence down the south bank of said river to its mouth, thence, in a direct line, through the ship channel into Green bay, to the outer part thereof, thence south to a point in Lake Michigan west of the north cape, or entrance of Grand river, and thence east to the place of beginning, at the cape aforesaid, comprehending all the lands and islands, within these limits, not hereinafter reserved,

ARTICLE SECOND, From the cession aforesaid the tribes reserve for their own use, to be held in common the following tracts, namely: One tract of fifty thousand acres to be located on Little Traverse bay: one tract of twenty thousand acres to be located on the north shore of Grand Traverse bay, one tract of seventy thousand acres to be located on, or, north of the *Piere Marquetta* river, one tract of one thousand acres to be located by Chingassanoo,—or the Big Sail, on the Cheboigan. One tract of one thousand acres, to be located by Mujeekewis, on Thunder-bay river.

ARTICLE THIRD, There shall also be reserved for the use of the Chippewas living north of the straits of Michilimackinac, the following tracts, that is to say: Two tracts of three miles square each, on the north shores of the said straits, between *Point-au-Barbe* and *Mille*

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Coquin river, including the fishing grounds in front of such reservations, to be located by a council of the chiefs. The Beaver islands of Lake Michigan for the use of the Beaver-island Indians. Round island, opposite Michilimackinac, as a place of encampment for the Indians, to be under the charge of the Indian department. The islands of the *Chenos*, with a part of the adjacent north coast of Lake Huron, corresponding in length, and one mile in depth. Sugar island, with its islets, in the river of St. Mary's. Six hundred and forty acres, at the mission of the Little Rapids. A tract commencing at the mouth of the *Pissisowining* river, south of Point Iroquois, thence running up said stream to its forks, thence westward, in a direct line to the Red water lakes, thence across the portage to the Tacquimenon river, and down the same to its mouth, including the small islands and fishing grounds, in front of this reservation. Six hundred and forty acres, on Grand island, and two thousand acres, on the main land south of it. Two sections, on the northern extremity of Green bay, to be located by a council of the chiefs. All the locations, left indefinite by this, and the preceding articles, shall be made by the proper chiefs, under the direction of the President. It is understood that the reservation for a place of fishing and encampment, made under the treaty of St. Mary's, of the 16th of June 1820, remains unaffected by this treaty.

ARTICLE FOURTH, In consideration of the foregoing cessions, the United States engage to pay to the Ottawa and Chippewa nations, the following sums, namely. 1st. An annuity of thirty thousand dollars per annum, in specie, for twenty years; eighteen thousand dollars to be paid to the Indians between Grand river and the Cheboigan; three thousand six hundred dollars, to the Indians on the Huron shore, between the Cheboigan and Thunder-bay river; and seven thousand four hundred dollars, to the Chippewas north of the straits, as far as the cession extends; the remaining one thousand dollars, to be invested in stock by the Treasury Department and to remain incapable of being sold, without the consent of the President and Senate, which may, however, be given, after the expiration of twenty-one years. 2nd. Five thousand dollars per annum, for the purposes of education, teachers, schoolhouses, and books in their own language, to be continued twenty years, and as long thereafter as Congress may appropriate for the object. 3rd. Three thousand dollars for missions, subject to the conditions mentioned in the second clause of this article. 4th. Ten thousand dollars for agricultural implements, cattle, mechanics' tools, and such other objects as the President may deem proper. 5th. Three hundred dollars per annum for vaccine matter, medicines, and the services of physicians, to be continued, while the Indians remain on their reservations. 6th. Provisions to the amount of two thousand dollars; six thousand five hundred pounds of tobacco; one hundred barrels of salt, and five hundred fish barrels, annually, for twenty years. 7th. One hundred and fifty thousand dollars, in goods and provisions, on the ratification of this treaty, to be delivered at Michilimackinac.

ARTICLE FIFTH, The sum of three hundred thousand dollars shall be set apart for the payment of just debts against the said Indians. All claims for such debts shall be examined by a commissioner to be appointed by the President and Senate, who shall act under such instructions as may be given to him, by the order of the President, for the purpose of preventing the allowance of unjust claims. The investigation shall be made at Michilimackinac, and no claims shall be allowed, except such as were contracted by Indians living within the district of country hereby ceded, and to citizens or residents of the United States. No claim shall be paid out of this fund unless the claimant will receive the sum allowed to him, as full payment of all debts, due to him by the said Indians. If the fund fall short of the full amount of just debts, then a ratable division shall be made. If it exceed such amount, the balance shall be paid over to the Indians, in the same manner, that annuities are required by law to be paid.

ARTICLE SIXTH. The said Indians being desirous of making provision for their half-breed relatives, and the President having determined, that individual reservations shall not be granted, it is agreed, that in lieu thereof, the sum of one hundred and fifty thousand dollars shall be set apart as a fund for said half-breeds. No person shall be entitled to any part of said fund, unless he is of Indian descent and actually resident with-

in the boundaries described in the first article of this treaty, nor shall any thing be allowed to any such person, who may have received any allowance at any previous Indian treaty. The following principles, shall regulate the distribution. A census shall be taken of all the men, women, and childern, coming within this article. As the Indians hold in higher consideration, some of their half-breeds than others, and as there is much difference in their capacity to use and take care of property, and, consequently, in their power to aid their Indian connexions, which furnishes a strong ground for this claim, it is, therefore, agreed, that at the council to be held upon this subject, the commissioner shall call upon the Indian chiefs to designate, if they require it, three classes of these claimants, the first of which, shall receive one-half more than the second, and the second, double the third. Each man woman and child shall be enumerated, and an equal share, in the respective classes, shall be allowed to each. If the father is living with the family, he shall receive the shares of himself, his wife and children, if the father is dead, or separated from the family, and the mother is living with the family, she shall have her own share, and that of the children. If the father and mother are neither living with the family, or if the childern are orphans, their share shall be retained till they are twenty-one years of age provided, that such portions of it, as may, be necessary may, under the direction of the President, be from time to time applied for their support. All other persons at the age of twenty-one years, shall receive their shares agreeably to the proper class. Out of the said fund of one hundred and fifty thousand dollars, the sum of five thousand dollars shall be reserved to be applied, under the direction of the President, to the support of such of the poor half-breeds, as may require assistance, to be expended in annual instalments for the term of ten years, commencing with the second year. Such of the half-breeds, as may be judged incapable of making a proper use of the money, allowed them by the commissioner, shall receive the same in instalments, as the President may direct.

ARTICLE SEVENTH. In consideration of the cessions above made, and as a further earnest of the disposition felt to do full justice to the Indians, and to further their well being, the United States engage to keep two additional blacksmith-shops, one of which, shall be located on the reservation north of Grand river, and the other at the *Sault Ste. Marie*. A permanent interpreter will be provided at each of these locations. It is stipulated to renew the present dilapidated shop at Michilimackinac, and to maintain a gunsmith, in addition to the present smith's establishment, and to build a dormitory for the Indians visiting the post, and appoint a person to keep it, and supply it with firewood. It is also agreed, to support two farmers and assistants, and two mechanics, as the President may designate, to teach and aid the Indians, in agriculture, and the mechanic arts. The farmers and mechanics, and the dormitory, will be continued for ten years, and as long thereafter, as the President may deem this arrangement useful and necessary; but the benefits of the other stipulations of this article, shall be continued beyond the expiration of the annuities, and it is understood that the whole of this article shall stand in force, and inure to the benefit of the Indians, as long after the expiration of the twenty years as Congress may appropriate for the objects.

ARTICLE EIGHTH. It is agreed, that as soon as the said Indians desire it, a deputation shall be sent to the west of the Mississippi, and to the country between Lake Superior and the Mississippi, and a suitable location shall be provided for them, among the Chippewas, if they desire it, and it can be purchased upon reasonable terms, and if not, then in some portion of the country west of the Mississippi, which is at the disposal of the United States. Such improvements as add value to the land, hereby ceded, shall be appraised, and the amount paid to the proper Indian. But such payment shall, in no case, be assigned to, or paid to, a white man. If the church on the Cheboigan, should fall within this cession, the value shall be paid to the band owning it. The mission establishments upon the Grand river shall be appraised and the value paid to the proper boards. When the Indians wish it, the United States will remove them, at their expense, provide them a year's subsistence in the country to which they go, and furnish the same articles, and equipments to each person, as are stipulated to be given to the Pottawatamies in the final treaty of cession concluded at Chicago.

ARTICLE NINTH. Whereas the Ottawas and Chippewas, feeling a strong consideration for aid rendered by certain of their half-breeds on Grand river, and other parts of the country ceded, and wishing to testify their gratitude on the present occasion, have assigned such individuals certain locations of land, and united in a strong appeal for the allowance of the same in this treaty; and whereas no such reservations can be permitted in carrying out the special directions of the President on this subject, it is agreed, that, in addition to the general fund set apart for half-breed claims, in the sixth article, the sum of forty-eight thousand one hundred and forty-eight dollars shall be paid for the extinguishment of this class of claims, to be divided in the following manner: To Rix Robinson, in lieu of a section of land, granted to his Indian family, on the Grand-river rapids, (estimated by good judges to be worth half a million,) at the rate of thirty-six dollars an acre: To Leonard Slater, in trust for Chiminonoquat, for a section of land above said rapids, at the rate of ten dollars an acre: To John A. Drew, for a tract of one section and three-quarters, to his Indian family, at Cheboigan rapids, at the rate of four dollars; to Edward Biddle, for one section to his Indian family at the fishing grounds, at the rate of three dollars: To John Holiday for five sections of land to five persons of his Indian family, at the rate of one dollar and twenty-five cents; to Eliza Cook, Sophia Biddle, and Mary Holiday, one section of land each, at two dollars and fifty cents: To Augustin Hamelin junr, being of Indian descent, two sections, at one dollar and twenty-five cents; to William Lasley, Joseph Daily, Joseph Trotier, Henry A. Lenake, for two sections each, for their Indian families, at one dollar and twenty-five cents: To Luther Rice, Joseph Lafrombois, Charles Butterfield, being of Indian descent, and to George Moran, Louis Moran, G. D. Williams, for half-breed children under their care, and to Daniel Marsac, for his Indian child, one section each, at one dollar and twenty-five cents,

ARTICLE TENTH. The sum of thirty thousand dollars shall be paid to the chiefs, on the ratification of this treaty, to be divided agreeably to a schedule hereunto annexed.

ARTICLE ELEVENTH. The Ottawas having consideration for one of their aged chiefs, who is reduced to poverty, and it being known that he was a firm friend of the American Government, in that quarter, during the late war, and suffered much in consequence of his sentiments, it is agreed, that an annuity of one hundred dollars per annum shall be paid to Ningweegon or the Wing, during his natural life, in money or goods, as he may choose. Another of the chiefs of said nation, who attended the treaty of Greenville in 1793, and is now, at a very advanced age, reduced to extreme want, together with his wife, and the Government being apprized that he has pleaded a promise of Gen. Wayne, in his behalf, it is agreed that Chusco of Michilimackinac shall receive an annuity of fifty dollars per annum during his natural life.

ARTICLE TWELFTH. All expenses attending the journeys of the Indians from, and to their homes, and their visit at the seat of Government, together with the expenses of the treaty, including a proper quantity of clothing to be given them, will be paid by the United States.

ARTICLE THIRTEEN. The Indians stipulate for the right of hunting on the lands ceded, with the other usual privileges of occupancy, until the land is required for settlement.

In testimony whereof, the said Henry R. Schoolcraft, commissioner on the part of the United States, and the chiefs and delegates of the Ottawa and Chippewa nations of Indians have hereunto set their hands, at Washington the seat of Government, this twenty-eighth day of March, in the year one thousand eight hundred and thirty-six.

HENRY R. SCHOOLCRAFT.

JOHN HULBERT, *Secretary*.

Oroun Aishkum, of Maskigo, his mark x
Wassangazo, of do his mark x
Osawya, of do his mark x
Wabi Windego, of Grand river, his mark x
Megiss Ininee, of do his mark x
Nabun Ageezhig, of do his mark x
Winnimissagee, of do his mark x
Mukutaysee, of do his mark x
Wasaw Bequm, of do his mark x

Ainse, of Michilimackinac,		his mark x
Chabowaywa, of	do	his mark x
Jawba Wadick, of Sault Ste. Marie,		his mark x
Waub Ogeeg, of	do	his mark x
Kawgayosh, of	do	
by Maidosagee,		his mark x
Apawkozigun, of L'Arbre Croche,		his mark x
Keminitchagun, of	do	his mark x
Tawaganee, of	do	his mark x
Kinoshamaig, of	do	his mark x
Naganigobowa, of	do	his mark x
Ontasino, of	do	his mark x
Mukuday Benais, of	do	his mark x
Chingassamo, of	do	his mark x
Aishquagonabee, of Grand Traverse,		his mark x
Akosa, of	do	his mark x
Oshawun Epenaysee, of	do	his mark x

LUCIUS LYON,
R. P. PARROT, *Capt. U. S. Army,*
W. P. ZANTZINGER, *Purser U. S. Navy,*
JOSIAH F. POLK,
JOHN HOLIDAY,
JOHN A. DREW,
RIX ROBINSON,
LEONARD SLATER,
LOUIS MORAN
AUGUSTIN HAMELIN, jr.,
HENRY A. LENAKE,
WILLIAM LASLEY,
GEORGE W. WOODWARD,
C. O. ERMATINGER.

Schedule referred to, in the tenth article.

1. The following chiefs constitute the first class, and are entitled to receive five hundred dollars each, namely: On Grand river, Muccutay Osha, Namatippy, Nawequa Geezhig or Noon Day, Nabun Egeezhig son of Kewayguabowequa, Wabi Windego or the White Giant, Cawpemossay or the Walker, Mukutay Oquot or Black Cloud, Megiss Ininee or Wampum-man, Winnimissagee: on the Maskigo, Osawya, and Owun Aishcum; at L'Arbre Croche, Apawkozigun, or Smoking Weed, Nisowakeout, Keminechawgun; at Grand Travers, Aishquagonabee, or the Feather of Honor, Chabwossun, Mikenok: on the Cheboigan, Chingassamo, or the Big Snil; at Thunder-bay, Mujeekiwiss; on the Manistic North, Mukons Ewyan; at Oak Point on the straits, Ains: at the Chenos, Chabowaywa: at Sault Ste. Marie, Iawba Wadick and Kewayzi Shawano; at Tacquimenon, Kawgayosh; at Grand Island, Oshawun Epenaysee, or the South Bird.

2. The following chiefs constitute the second class, and are entitled to receive two hundred dollars each, namely: On Grand river, Keeshaowash, Nugogikaybee, Kewaytowaby, Wapoos or the Rabbit, Wabitouguaysay, Kewatondo, Zhaquinaw, Nawiqua Geezhig of Flat river, Kenaytinunk, Weenonga, Pabawboco, Windecowiss, Muccutay Penay or Black Patridge, Kaynotin Aishcum, Boynashing, Shagwabeno son of White Giant, Tushetowun, Keway Gooshcum the former head chief, Pamossayga; at L'Arbre Croche, Sagitondowa, Ogiman Wininee, Megisawba, Mukuday Benais; at the Cross, Nishcajininee, Nawamushcota, Pabamitabi, Kimmewun, Gitchy Mocoman; at Grand Traverse, Akosa, Nebauquaum, Kabibonocca; at Little Traverse, Miscomaningwa or Red Butterdy, Keezhigo Benais, Pamanikinong, Paimossega; on the Cheboigan, Chonees, or Little John, Shaweenossegay; on Thunder bay, Suganikwato; on Maskigo, Wassangazo; on Ossigomico or Platte river, Kaigwaidosay; at Manistee, Keway Gooshcum: on river Pierre Markette, Saugima: at Saulte Ste.

Marie, Neegaubayun, Mukudaywacquot, Cheegud; at Carp river west of Grand island, Kang Wyanais: at Mille Cocquin on the straits, Aubunway: at Michilimackinac, Missutigo, Saganosh, Akkukogeesh, Chebyawboas.

3. The following persons constitute the third class, and are entitled to one hundred dollars each, namely: Kayshewa, Penasee of Gun lake, Kenisoway, Keenabie of Grand river: Wasso, Mosaniko, Unwatin Oasheum, Nayogirna, Itawachkochi, Nanaw Ogomoo, Gitchy, Peendowan or Scabbard, Mukons, Kinochimaig, Tekamosimo, Pewaywitum, Mudji Keguabi, Kewayaum, Paushkizigun or Big Gun, Onaausino, Ashquabaywiss, Negaunigabowi, Petossegay, of L'Arbre Croche: Poiees or Dwarf and Pamossay of Cheboigan: Gitchy Ganocquot and Pamossegay of Thunder bay: Tabusshy Geeshick and Mikenok, of Carp river south of Grand Traverse; Wapooso, Kaubinau, and Mudjeekee of river Pierre Markuette: Pubokway, Manitowaba, and Mishewatig, of White river: Shawun Epenaysee and Agausgee of Grand Traverse: Micqumisut, Chusco of Mackinac; Keeshkidjiwun, Waub Ojeeg, Aukudo, Winikis, Jaubeens, Maidosagee, Auttya, Ishquagwunaby, Shaniwaygwunabi son of Kakake, Nittum Egabowi, Magisanikway, Ketekewegaubowuy, of Sault Ste. Marie: Chegeuzhee and Waubudo of Grand island: Ashegons, Kinuwais, Misquaonaby and Mongons of Carp and Chocolate rivers: Gitchy, Penais son of Grosse Tete, and Waubissaig of Bay de Nocquet: Kainwaybekis and Pazhikwaywitum of Beaver islands: Neezhick Epenais of the Ance: Ahdanima of Manistic: Mukwyon, Wahzahkoon, Oshawun, Oneshannocquot of the north shore of Lake Michigan: Nagauniby and Keway Gooshkum of the Chenos.

HENRY R. SCHOOLCRAFT.
Commissioner.

Supplemental article.

To guard against misconstruction in some of the foregoing provisions, and to secure, by further limitations, the just rights of the Indians, it is hereby agreed: that no claims, under the fifth article shall be allowed for any debts contracted previous to the late war, with Great Britain, or for goods supplied by foreigners to said Indians, or by citizens, who did not withdraw from the country, during its temporary occupancy by foreign troops, for any trade carried on, by such persons, during the said period. And it is also agreed: that no person receiving any commutation for a reservation, or any portion of the fund provided by the sixth article of this treaty, shall be entitled to the benefit of any part of the annuities herein stipulated. Nor shall any of the half-breeds, or blood relatives of the said tribes, commuted with, under the provisions of the ninth article, have any further claim on the general commutation fund, set apart to satisfy reservation claims, in the said sixth article. It is also understood, that the personal annuities, stipulated in the eleventh article, shall be paid in specie, in the same manner that other annuities are paid. Any excess of the funds set apart in the fifth and sixth articles, shall, in lieu of being paid to the Indians, be retained and vested by the Government in stock under the conditions mentioned in the fourth article of this treaty.

In testimony whereof, the parties above recited, have hereunto set their hands, at Washington the seat of Government, this thirty-first day of March in the year, one thousand eight hundred and thirty-six.

HENRY R. SCHOOLCRAFT.

JOHN HULBERT, *Secretary.*

	Owun Aishkum, of Maskigo,		his mark x
	Wassangazo, of	do	his mark x
ROBERT STEWART,	Osawya, of	do	his mark x
WM. MITCHELL,	Wabi Widego, of Grand river,		his mark x
JOHN A. DREW,	Megiss Ininee, of	do	his mark x
AUGUSTIN HAMELIN, jr.	Nabun Ageezhig, of	do	his mark x
RIX ROBINSON,	Ainse, of Michilimackinac,		his mark x
C. O. ERMATINGER	Chabowaywa, of	do	his mark x
	Jauba Wadick, of Sault St. Marie,		his mark x
	Waub Ogeeg, of	do	his mark x
	Kawgayosh, of	do	
	by Maidosagee,		his mark x

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Apawkozigun, of L'Arbre Croche,		his mark x
Keminitchagun, of	do	his mark x
Tawagnee, of	do	his mark x
Kinoshemaig, of	do	his mark x
Naganigabowi, of	do	his mark x
Oniasino, of	do	his mark x
Mukaday Benais, of	do	his mark x
Chingassamoo, of Cheboigan,		his mark x
Aishquagonabee, of Grand Traverse,		his mark x
Akosa, of	do	his mark x
Oshawun Epenaysee, of	do	his mark x

NOW THEREFORE BE IT KNOWN, THAT I, ANDREW JACKSON, President of the United States of America, having seen and considered the said Treaty, and the article supplementary thereto, do, in pursuance of the advice and consent of the Senate, as expressed in their resolution of the twentieth day of May, one thousand eight hundred and thirty-six, accept, ratify, and confirm the same, with the following amendments thereto, as expressed in the aforesaid resolution of the Senate.

ARTICLE TWO, line two, after the word "tracts, insert the following words, to wit: "for the term of five years from the date of the ratification of this treaty, and no longer;" unless the United States grant them permission to remain on said lands for a longer period.

ARTICLE THREE, after the word "tracts," in the second line, insert the following words, to wit:

For the term of five years from the date of the ratification of this treaty, and no longer, unless the United States grant them permission to remain on said lands for a longer period.

ARTICLE FOUR,—at the close thereof insert these words—"and also the sum of two hundred thousand dollars, in consideration of changing the permanent reservations in articles two and three to reservations for five years only, to be paid whenever their reservations shall be surrendered, and until that time the interest on said two hundred thousand dollars shall be annually paid to the said Indians."

ARTICLE FIVE—Strike out the whole article and insert the following:

"The sum of three hundred thousand dollars shall be paid to the said Indians to enable them with the aid and assistance of their agent, to adjust and pay such debts as they may justly owe, and the overplus if any to apply to such other use as they may think proper.

ARTICLE EIGHT—Strike out after the word "the" where it first occurs in line two, to the word "States," in the eighth line, and insert in lieu thereof these words—"Southwest of the Missouri river, there to select a suitable place for the final settlement of said Indians, which country, so selected, and of reasonable extent, the United States will forever guaranty and secure to said Indians.—

In the EIGHTHH ARTICLE—Strike out all between the word "it" in the eleventh line, and the word "when" in the thirteenth line, and insert these words:—"The nett proceeds of the sale of the one hundred and sixty acres of land, upon the Grand river, upon which the Missionary Society have erected their buildings, shall be paid to the said Society in lieu of the value of their said improvements."

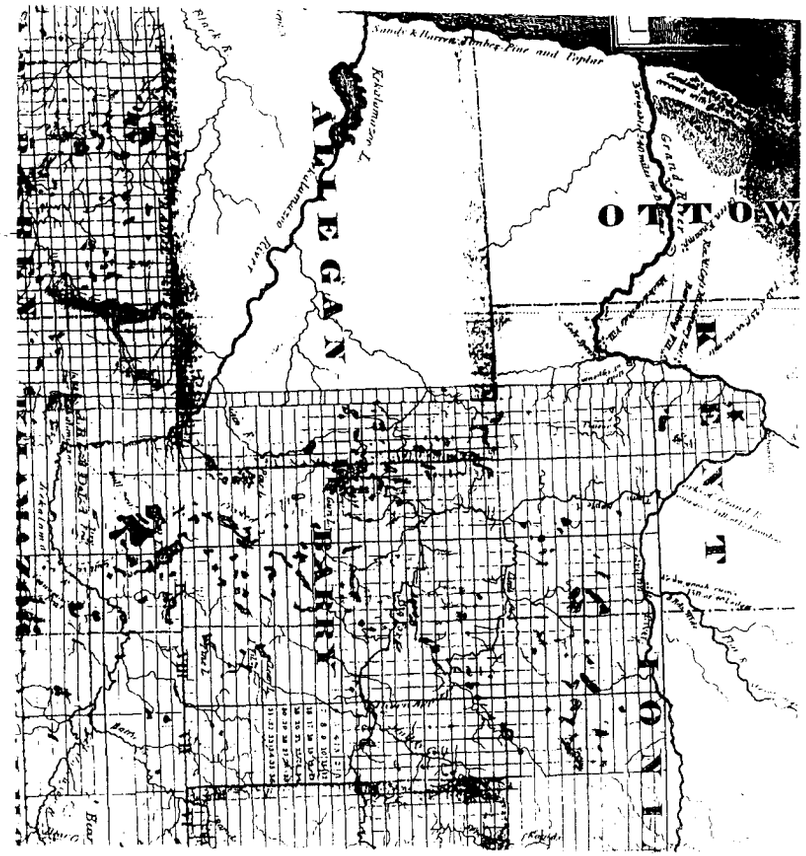
IN TESTIMONY WHEREOF, I have caused the seal of the United States to be hereunto affixed, having signed the same with my hand.

DONE at the city of Washington, this twenty-seventh day of May, in the year of our Lord one thousand eight hundred and thirty-six, and of the independence of the United States the sixtieth.

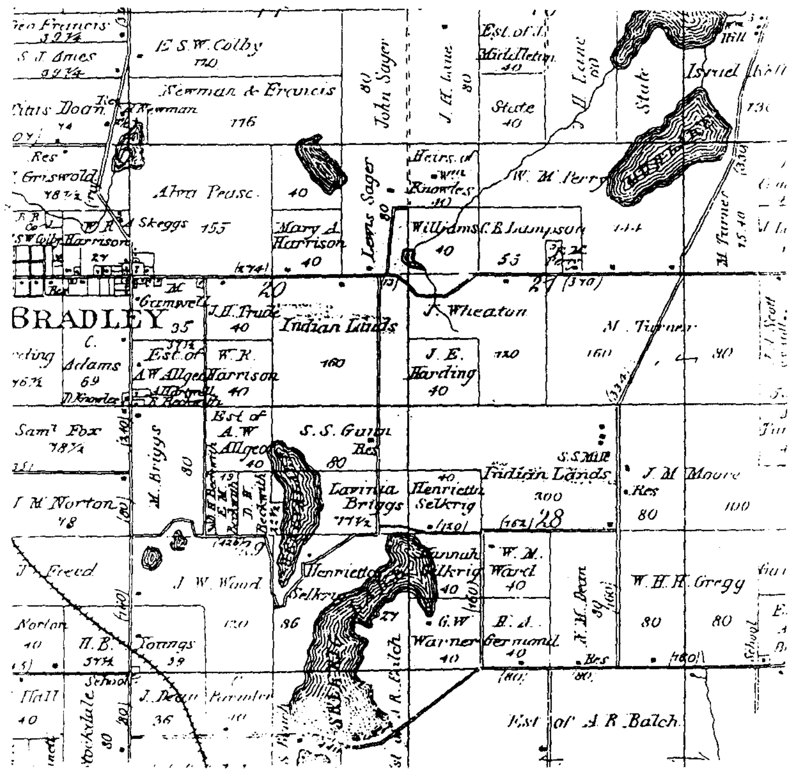
ANDREW JACKSON.

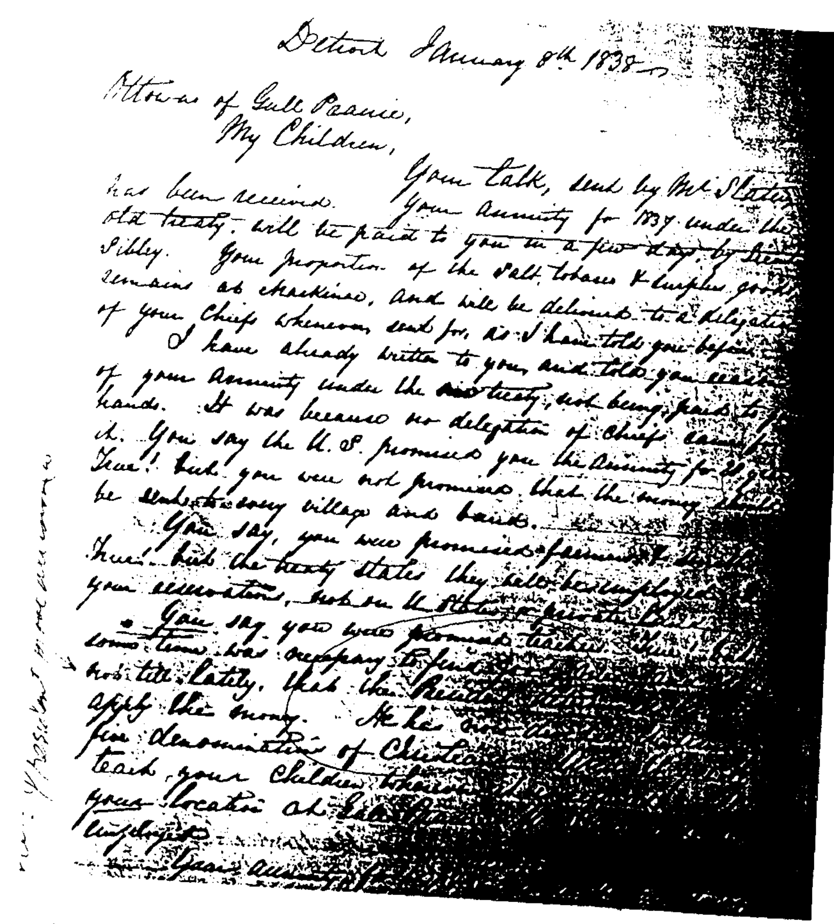
By the President:
JOHN FORSYTH,
Secretary of State.

THIS IS AN 1831 MAP OF ALLEGAN COUNTY, MICHIGAN, SHOWING THE AREA THAT SAGINAW SOUGHT OUT TO AVOID REMOVAL BASED UPON PRIOR RIGHTS FROM THE 1795 TREATY. ALLEGAN COUNTY WAS NOT COMPLETELY SOLD UNTIL AFTER 1836. THE COLONIES CREATED IN ALLEGAN COUNTY WERE A POLICY ATTEMPT TO PACIFY THE GREAT NUMBERS OF WARRIORS THAT REMOVED TO ALLEGAN RATHER THAN KANSAS. KIND OF LIKE THE MOGADISHU OF THE PAST CENTURY IN MICHIGAN. X MARKS EVENTUAL SITE OF GRISWOLD COLONY.



HERE'S A COPY OF AN 1873 PLAT MAP OF ALLEGAN COUNTY SHOWING THE INDIAN LANDS (360 ACRES) THAT MADE UP THE GRISWOLD COLONY. NOTICE IT'S PROXIMITY TO BRADLEY. IN BRADLEY THERE WAS A LOT WHERE THE CHIEF LIVED THAT IS SHOWN ON THE MAP. THIS IS WERE OUR PEOPLE LIVE TODAY. THIS IS THE LAND THAT WAS TAKEN FROM US ILLEGALLY. THIS IS THE LAND THAT WAS HELD IN TRUST BY BISHOP McCOSKRY AND WAS PURCHASED WITH 1836 TREATY FUNDS AND WAS PROVIDED FOR SAGINAW. OUR TRIBE HOLDS 13 ACRES OF THIS LAND IN COMMON TODAY AND IS OUR RESERVATION. WE DESIRE TO RECOVER THE REST OR OTHER LAND IN LEIU OF OUR ALIENATED SOIL.




Detroit January 8th 1838.

Ottowas of Gull Prairie,
My Children,

Your talk, sent by Mr Slater has been received. Your Annuity for 1837 under the old treaty will be paid to you in a few days by Mr Sibley. Your proportion of the salt, tobacco & implements, goods remains at Mackinac, and will be delivered to a delegation of your Chiefs whenever sent for, as I have told you before.

I have already written to you, and told you [illegible] of your Annuity under the new treaty, not being paid to [illegible] hands. It was because no delegation of Chiefs came for it. You say the U.S. promised you the Annuity for 20 [illegible] True! but you were not promised that the money [illegible] be [illegible] village and bands.

You say, you were promised [illegible] True! but the treaty states they [illegible] your education, [illegible]

You say, you were promised teachers [illegible] some time was necessary to [illegible] not till lately, that the [illegible] apply the money. He has [illegible] five denominations of Christians [illegible] teach your children [illegible] your location at [illegible] [illegible]

Your [illegible]

LETTER FROM HENRY SCHOOLCRAFT TO LEONARD SLATER REGARDING INDIAN LAND FUNDS FROM 1836 TREATY. LETTER INDICATES THAT "IT WAS NOT TILL LATELY THAT THE PRESIDENT (MARTIN VAN BUREN) DETERMINED HOW TO APPLY THE MONEY. HE HAS NOW DIVIDED IT AMONG FIVE DENOMINATIONS OF CHRISTIANS AND THEY WILL TEACH YOUR CHILDREN ......"

LETTER DATED JANUARY 8, 1838, signed by Henry Schoolcraft.

THE FOLLOWING DOCUMENTS ARE FROM THE NATIONAL ARCHIVES

RECORD GROUP M234, Roll 423, pages 146, 147, 153, 168, 171, 448, 450, and 451.

THESE ARE LETTERS FROM HENRY SCHOOLCRAFT, MICHIGAN AGENCY, TO THE COMMISSIONER OF INDIAN AFFAIRS-WASHINGTON D.C.

#146, 47:

Detroit April 4, 1838.

Sir,

In my letter of the 13th untime, I had the honor to detail the principal causes of dissatisfaction in the minds of the Grand River Indians, so far as they are known to me, and so far as it is conceived that these causes are, in any just sense, attributable to the acts of the officers of the department, or the Government.....

"Forty three years of official intercourse with the Chippewa, Ottawa, and Pottawatomis during which theyhave been in a constant state of change, has thrown a degree of obscurity about their treaty affairs, which does not attach to the negotiations with any other of the northwestern tribes.

During this period they have often changed locations, fluctuated in population, united and separated, been recognized under different names, and stand in the treaty books, as partieseither jointly with each other, or with other N.W. Tribes to no less than 78 treaties. They constitute the leading tribes, speaking dialects of the Algic type of language, who, at the early period, spread themselves over the region of the lakes".

.....etc.

#153, Cover sheet for report from Schoolcraft to Commissioner.
#168, notes section 4 "Schools and Moral Instruction".
#171,(excerpt, paragraph 2)

"Bishop McCoskry of the Episcopal Church in this state, has had under consideration, the establishment of a school, a Mission for the tribes, and he executed a visit to the country to learn the wants of the Indians & to judge the feasibility of making a systematic effort for their improvement. With this gentleman, I have had several interviews, in relation to this subject and entertain a confident belief that no time, nor opportunity will be omitted to bring about the desired object. In all efforts of this nature, it is much easier to rush into indiscreet action, than a plan a aystem for instruction, which shall meet the manner of the Indians & secure, at the same time, permanency in the application of the means".

Henry Schoolcraft

Continued [redacted] after 171

#146

Acting Superintendency Indian Affairs
Detroit April 4th 1838

Sir,

In my letter of the 13th ultimo, I had the honor to detail the principal causes of dissatisfaction in the minds of the Grand River Indians, so far as they are known to me, and so far also, as it is conceived that these causes are, in any just sense attributable to the acts of the officers of the department, or of the Government. I have not been unmindful of the other branch of inquiry contained in your letter of the 2nd of March. But the subject is one, requiring much caution, and the results to be obtained, depend upon a species of research, of which the details cannot, and are not necessary to be detailed in an official letter. As yet, I have not prepared the materials for exhibiting a practical digest of the relative interests of the three tribes named, as the department requires. No time will however be lost in furnishing it. Forty three years of official intercourse with the Chippewas, Ottowas & Pottowattomies, during which they have been in a constant state of change, has thrown a degree of obscurity about their treaty affairs, which does not attach to the negociations with any other of the northwestern tribes.

#1 Tribes. During this period they have often changed locations, fluctuated in population, united and separated, been recognized under different names, and stand in the treaty books, as parties either jointly with each other, or with other N. W. Tribes, or seperately, to no less than 78 treaties. They constitute the leading tribes, speaking dialects of the Algic type of languages, who, at an early period, spread themselves over the region of the Lakes

I allude to these facts, not from any necessity that exists for introducing historical data to your notice, but for the purpose of indicating, that I am under the necessity of respecting such data, in order to shew how the tribes share, or were intended to share, in the several treaties formed with them by the U. States. Should my reports, therefore, be delayed, the Department will attribute it, to a wish to unravel the subject with clearness.

I Am Sir.
Very respectfully
Yr. Obt. Servant

Henry R. Schoolcraft
Act. Supt.

C. A. Harris Esq.
Commissioner Indian Affairs
War Department
Washington

#153

Office Indian Affairs
Michilimackinac Sept 30th 1836

Sir,

The accompanying abstracts and list reports numbered from one to ten, indicate the entire Indian population, within the limits of this superintendency, the number of mechanics, & other persons employed for their benefit, the amount of labour done, the number of traders licensed, and other classified facts, necessary in exhibiting the organization and operations of this office during the year. Referring to these papers for details, I submit the subjoined observations on the condition & prospects of the Indians, their intercourse with the government & with each other, and the general business & policy of the Indian department in this quarter.

1. Tribes in Charge of this Office

The Indians generally, in the north west, have got through the

#168 It is found that this class of Mechanics, will effect more good, both by their work & their instructions, if sent from village to village, & not kept too long at one particular Stations. By this distribution of their labour, jealousies among bands occupying so extensive an area is also obviated.

4. Schools & Moral Instruction

Less has been accomplished in this branch, during the last year, than was anticipated when the distribution of the education & Mission fund, was first made. But this has been owing almost wholly, to the delays consequent on procuring teachers and getting them on the ground, by the respective boards to whom the disbursements & application of these funds is assigned. From the Bishop & Clergy of the Catholic Church of Michigan no written reports have been received at this date, which is probably attributable, to the Bishop's long absence in Europe. I have however, recently conferred with him, since his return, & stated in answer to his inquiries, that the department does not wish to prescribe, arbitrarily in all its details the mode of applying this fund, but leaves it, in a great measure, to the discretion & experience of the several ecclesiastical mission boards, whose judgment & responsibility, in the application, it seeks to avail itself of. That, as a principal, the department looks mainly to the result of Schools for Indian Children & requires

on the neighbouring Missions. The school at Kewywenon is west of the cession. Mr Bangs, the secretary of this board at New York, writes to me, that their efforts will be continued among these Indians, without abatement, and that they are desirous of extending them, as far as practicable. and it is presumed, that means to revive their school among the Chippewas of St. Mary's will be adopted the present autumn. I have however no report, of recent date, from which I can deduce facts.

Bishop McCoskry of the Episcopal church in this State, has had under consideration, the establishment of a school & Mission for these tribes, and he executed a visit to the country, to learn the wants of the Indians, & to judge of the feasibility of making a systematic effort for their improvements. With this gentleman, I have had several interviews, in relation to this subject, and entertain a confident belief, that no time, nor opportunity will be omitted to bring about the desired object. In all efforts of this nature, it is much easier to rush into indiscreet action, than to plan a system of instruction which shall meet the wants of the Indians & secure, at the same time, permanency in the application of the means.

The board of Missions of the Presbyterian

#448, (excerpt) paragraph two,

The application of the funds assigned by these tribes for the purposes of education and missions could, it was thought, be best made, through the intervention of organizd boards, devoted to similar objects. And a division of the sum anually applicable for 20 years, was made among the five principal religious denominations of the country, including the Roman Catholic Church. The result of their efforts with these tribes during the fiscal year is shown by abstract C....."etc.

#450-51 (excerpt, begins with paragraph two)

"Bishop Mc Coskry of the Episcoipal Church reports under the date of July 30 th that thefund committed to him has been and is in the process of being applied to the object with good prospect of success. In several councils held by him with the Ottawaof th Grand River, a part of tha tribe consented to concentrate for the purpose of moral and religious instruction under his supervision. He has subsequently appointed the Rev. Mr. Selkrig of Niles to take the immediate superintendance of the school and make the necessary pruchase of land and construct buildings. Under this authority 160 acres of land has been purchased in a favorable situation, and the necessary contracts were made and it was expected the school would be in operation in a very short time. **Every confidence is felt that the trust committed to him will be faithfull executed.**

"EVERY CONFIDENCE IS FELT THAT THE TRUST COMMITTED TO HIM WILL BE FAITHFULLY EXECUTED". (excerpt and highlighting added)

#140 National Archives
M234, Roll 424, page 140

Transmittal of funds from U.S. to Mc Coskry from the Agricultural Fund in the year 1840. (Copy of letter attached).
Henry Schoolcraft

263

GENERAL STATEMENT OF THE Indian population within the limits of jurisdiction of the Acting Superintendency of Michigan, September 30, 1840.
"SOUTHERN OTTAWA, LOCATION, SOUTH OF THE GRAND RIVER, POPULATION (estimated) 150,

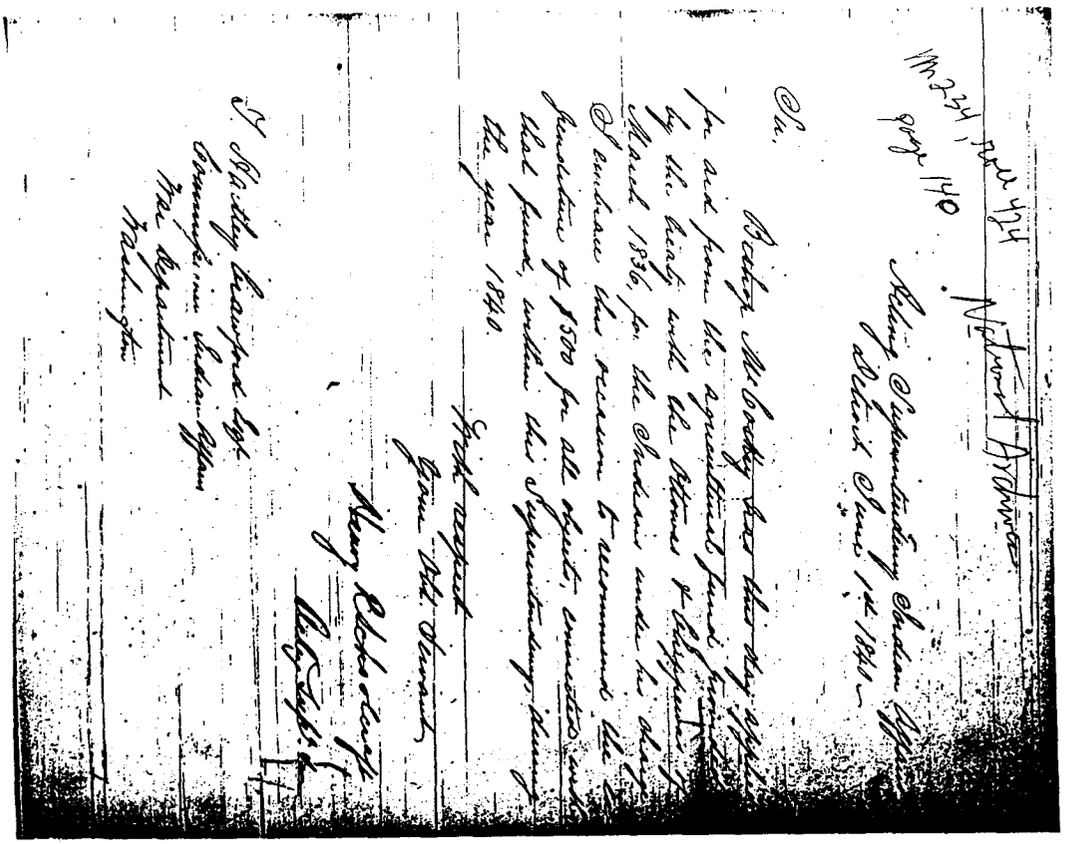
(document attached).

265, list of tribes, including GUN LAKE BAND, OR GRISWOLD,
AND NOTATION OF ADDITION BY:
Compact of June 5, 1838.
(document ant note attached to assist in reading it.)

#448

thought this can be done, I shall lose no time in apprizing the department of the circumstances of the Indians, and recommending suitable individuals. The true policy has been found to be in relation to ale machinics, except Smiths and also with respect to Farmers to teach the Indians, and to aid them in working - but not to work exclusively for them. Whatever skill, in the mechanic arts, does not excite the industry of the natives is not found to be permanently advantageous to their condition.

The application of the funds assigned by these tribes for the purposes of education and Missions could, it was thought be best made, through the intervention of organized boards, devoted to similar objects. And a division of the sum annually applicable for 20 years, was made among the five principal religious denominations of the Country, including the Roman Catholic Church. The result of their efforts, with these tribes, during the fiscal year is shown by abstract C and by copies of the



APPENDIX I

The Griswold Mission to the Ottawas

by

THE REV. HENRY PENN KRUSEN

Sometime Secretary of the Historical Commission

of the

Diocese of Western Michigan

On U. S. Highway 131 between Grand Rapids and Kalamazoo at a point about midway between the villages of Bradley and Shelbyville in Allegan County a country road joins the highway on the east, and at this junction a small sign bears the marking, "Selkirk Lake," and an arrow pointing eastward. No doubt many Churchmen of Western Michigan have passed that intersection and observed that sign, but there are probably very few who are aware of the fact that its legend contains a name of real historical importance to the Church in this State; for Selkirk bears the name (in modern guise) of the man who was the senior priest of the Diocese of Western Michigan at the time of its creation, the Rev. James Selkrig, and near the shores of that lake, a scant mile and a half from the junction, is the site of Bishop McCoskry's Griswold Mission to the Ottawas, the mortal remains of the Church's only effort in Michigan to win the allegiance of the American Indians.

In 1836 the United States Government concluded a treaty with the Ottawa and Chippewa Nations of Indians in Michigan by which there was ceded to the United States all the Lower Peninsula North and west of a line following the course of Grand River from Lake Michigan to a point near Grand Rapids and thence north-eastward to Thunder Bay on Lake Huron near the site of the present city of Alpena, together with the eastern part of the Upper Peninsula. In return for these lands the United States agreed to pay to the Indians for a period of twenty years a cash annuity of $18,000, and to provide an equal amount yearly for the same period for their educational, religious and agricultural advancement. In 1838 the Rt. Rev. Samuel Allen McCoskry entered into negotiations with Henry R. Schoolcraft, Superintendent for Indian Affairs in Michigan, (whether upon his own or Schoolcraft's initiative is not certain) with the purpose of establishing a mission for the Indians under the direction of the Episcopal Church with financial aid provided by the Government under the terms of the treaty of 1836. The result was that sometime in

the early months of 1839 Schoolcraft appropriated to Bishop McCoskry the sum of $1,100 annually until the expiration of the treaty for the establishment and operation of such a mission. By the time of the Diocesan Convention, June 7, 1839, the Bishop had already appointed the Rev. James Selkrig to assume charge of the proposed mission under his direction.

The Rev. James Selkrig, who thus became the active superintendent of the mission had come west from western New York State in 1834 with Palmer Dyer, pioneer priest of the Church in Illinois, and settled in Niles. At Niles he founded and built Trinity Church of which parish he remained as rector until the fall of 1838. He had also for a short period conducted services at St. Joseph, though it cannot be said that he founded a Church because after his brief service there the work was not resumed for many years. Early in 1838 he had accepted an appointment from Bishop Jackson Kemper as missionary at Elkhart, Goshen and Bristol, Indiana, but he had made but one circuit of these towns when he received and accepted a call from Bishop McCoskry to return to Michigan to establish the Indian Mission. From that time until the mission was finally abandoned by the Church, some forty years later, the story of the mission was the story of his life.

The project first assumed the semblance of reality when on June 22, 1839, Selkrig acquired the following lands in Wayland Township, Allegan County, in the name of the Rt. Rev. Samuel Allen McCoskry of the City of Detroit: by 'location,' the S.E.¼ of Section 20; by purchase from Lawrence Van de Walker and Sarah W. Van de Walker, his wife, both of Kalamazoo, for $600, the west ½ of the N.E.¼, the East ½ of the N.W.¼, and the N.W.¼ of the N.W.¼ of Section 28. The land thus acquired comprised in all 360 acres, 200 acres on Sec. 28 and 160 acres on Sec. 20. Its location today may be described as south and east of the village of Bradley; indeed the northwestern corner of the property is less than a half mile from U.S. 131 at Bradley Corners. It should be noted here that the mission property did not touch the shore of Selkirk Lake as has been frequently stated by some writers on the subject. The S.W.¼ of the N.W.¼ of Section 28 was purchased from the Van de Walkers by James Selkrig personally in 1840, and ten years later he added to his property the entire S.W.¼ of Section 28, thus gaining personal title to the northern end and shore of the lake which today bears his name.

During the summer of 1839 Selkrig cleared a part of the land on the S.E.¼ of the N.W.¼ of Sec. 28, built a house, and moved there with his family. The house became and remained the center of the mission's life. The actual work began in November, 1839 when the first Indians moved to the reservation; a band of Ottawas numbering about 80 or 90 persons, under their Chief Saginaw, who had been living for years on a peninsula on the east shore of Gun Lake in Barry County, now occupied by the Hastings Gun Lake Association. On November 10, 1839, Selkrig held his first service for the Indians, at which he was assisted by Maubese, an educated Ottawa, who acted as interpreter. Thus began in reality the Griswold Mission to the Ottawas, for 'Griswold' was the name given to the Mission by Bishop McCoskry

in honor of the Rt. Rev. Alexander Viets Griswold, Bishop of the Eastern Diocese and at that time Presiding Bishop of the Church.

The period of the Mission's prosperity extended from its founding in 1839 to 1855 when the Government subsidy ended, though some activity continued sporadically for some twenty years longer. The work of the missionary included not only religious instructiors and the operation of a church for the Indians, but also the supervision of a school and instruction in farming. Needless to state these were responsibilities that may well have daunted any man, however vigorous and capable; but James Selkrig, in spite of the fact that he was in his 49th year (an age regarded as 'old' in those days) when he undertook his new charge, entered into the work with enthusiasm, faith and courage. Many were the difficulties that he was to encounter in the course of the next twenty years; but notwithstanding the hardships of life in a practically unbroken wilderness, the peculiarities of the Indians' character and outlook, the obstructions and even enmity of the gradually increasing white population about him, and the general lack of interest on the part of the Church that he represented, his work was not without a certain degree of success.

From the beginning he laboured without ceasing to convert the Indians to the Christian religion. His progress in this respect was at first slow, but at the end of the first winter (1839-40) he reported 16 baptisms, including four adults amongst whom was the Chief Saginaw. From that time onward to 1856 there were practically every year a number of baptisms of both adults and children. From 1840 to 1857 a total of 92 confirmations are reported in the Diocesan Journals, and there were probably a greater number of Indians who were communicants; for after 1845 Bishop McCoskry appears to have made only two visitations and the missionary would have admitted candidates to the Sacraments as soon as sufficiently instructed. During the early years his greatest problem was the Indians' habit of drunkenness, especially at the times of the payment of the annuity in the fall of the year —a habit upon which the local white traders capitalized. Lack of industriousness, a general disinclination for a settled mode of life, loose marriage habits, and even incest, were amongst other personal characteristics that the missionary encountered in his efforts to bring some degree of decency of life to the people committeed to his care. During the winter of 1842-43 Chief Saginaw and another of the men of the band were murdered in drunken brawls, and Selkrig apparently was so successful in making an example of these tragedies that from that time the general moral situation improved; at any rate thereafter Selkrig reported almost every year that there had been little drunkenness, and by the end of the first decade all of the Indians of the original group were apparently Christians.

Church services were held each Sunday throughout the period of the mission's active existence, at first in an arbor beside the Mission House, and after 1844, when Selkrig built his house on his own property, at the Mission House itself, part of which was converted into a chapel. In 1844-45

Morning Prayer, Evening Prayer, and the Ante-Communion were translated into the Ottawa language by a 'Mr. George Johnston of Grand Traverse Bay' and authorized by Bishop McCoskry for use at Griswold. In 1851 the Bishop secured an organ for the chapel and a bell was provided by Dr. Francis Cuming, Rector of St. Mark's Church, Grand Rapids.

The progress of the school, which was begun in the fall of 1840 and continued to 1855 or 1856, was never very great, although there is evidence that two or three of the Indians from the mission school were later recognized by the whites as 'educated.' It is doubtful that the instruction was ever carried beyond the most elementary subjects; for the main purpose appears to have been to provide the Indian children with sufficient equipment to speak and write English in a simple fashion. The Rev. Mr. Selkrig probably did the teaching himself during the first year. For one period at least the supervision of the school was in the hands of a Government superintendent who was also in charge of one or two other schools in the vicinity, including the Baptist Mission at Gull Prairie, and the teachers appear to have been appointed by him. For a time one Joseph, an educated Indian, was the teacher at Griswold, but in 1846 or 47 he was replaced by Maubese, Selkrig's interpreter who continued to serve the mission until his death by freezing in February, 1856. In 1849 or 1850 a female assistant was added to the staff for the purpose of teaching the girls to sew; this may have been a certain, 'Miss Corbin,' mentioned in some accounts of the mission in some late 19th century documents. Still later, James Selkrig, Jr., who had grown up at the mission and spoke the Ottawa tongue, assisted with the teaching. The educational program was at first impeded by the annual exodus of the Indians in the fall and winter for the purpose of making maple sugar; but after the first ten years attendance was somewhat more regular. The average number of scholars was about 17, and at no time did it exceed 25.

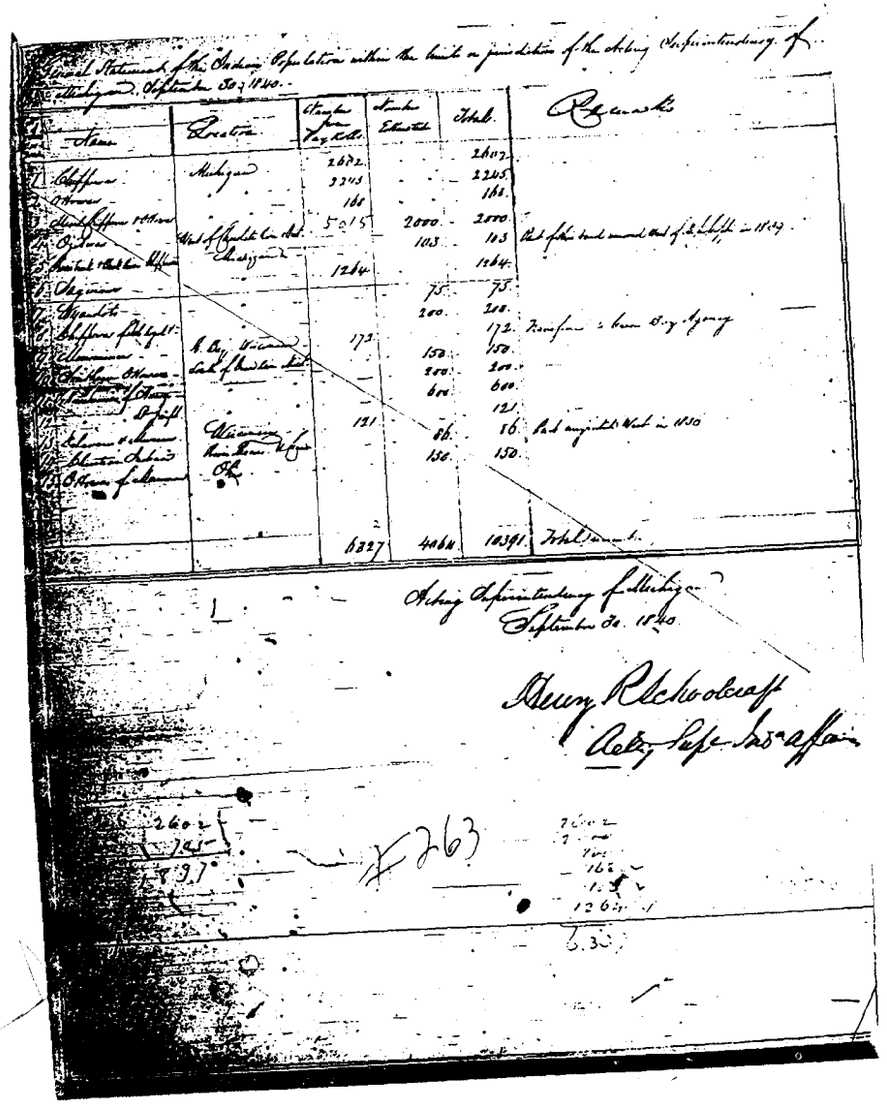
The farm program appears to have been carried out with somewhat less difficulty than the work of education and evangelization; land was cleared and planted rather speedily after the first year. It is true that the Indians at first showed more of a disposition to obtain their necessary wants by hunting than by tilling the soil; but probably because the increasing number of settlers eventually over-ran their hunting grounds the necessity of providing themselves with food forced them to give more attention to agriculture. The mission farm was at first run as a communal enterprise with all sharing in the work and in the products of the land. As early as 1842, however, Selkrig, acting with the Bishop's approval, divided the land amongst the families and each was presumably expected thereafter to support himself. The missionary guided and directed the Indians in their farm work, and there is little doubt that he himself provided much of the labor expended in wresting a living from the soil. Selkrig was at first assisted on the farm by Nelson Pollard, a young man whom he had brought with him from Kalamazoo when he moved to the mission property. In the summer of 1843, however, one Stephen Fairbanks was appointed 'Assistant Farmer to the Ottawa and Griswold Colonies,'

i.e. he was to assist in supervising the farm work at both Griswold and the Baptist Mission farm at Gull Prairie. This arrangement appears to have continued for several years, though possibly Fairbanks had a number of successors. With this supervision the Indians appear to have been able to provide for their needs from the land as long as the project was in official existence, though it can scarcely be said that they ever became experts in agriculture.

In 1855 the assistance provided by the treaty of 1836 came to an end and a new treaty was made with the Indians whereby they were granted outright ownership of lands in Oceana County. The majority of the Griswold Indians took advantage of the provisions of this new treaty and moved northward. A few families, however, appear to have remained; they had their own homes and were probably reluctant to leave. The land at Griswold was still theirs; for Bishop McCoskry considered that he held it in trust for them, not as the property of the Church.

With this exodus of the Indians the effective work of Griswold Mission came to an end. When the annual Government subsidy was terminated Bishop McCoskry's interest waned; indeed his interest had apparently been slackening for some time, for from 1846 to 1857 he visited Griswold only once, and during this period the Rev. Dr. Cuming held the title of Superintendent and made reports to the Office of Indian Affairs on the Bishop's behalf. Although he stated to his Convention in 1857 that he hoped to revive the school (and he may have done that for a short time) he never again visited the mission. From the beginning the Church had done nothing to assist the mission or the missionary, and in 1855 there was apparently no interest amongst influential Churchmen in assuming the responsibility of continuing the project as a Church institution.

Within ten years, however, most of the Griswold Indians had lost their lands in Oceana County, and many had returned to the mission grounds. James Selkrig lived on at his home nearby until October 6, 1877, when he died at the age of 87 years. He was ever the friend and protector of the Indians, and when he was physically able he continued to provide occasional ministrations such as baptisms and marriages. After inauguration of the Diocese of Western Michigan, Bishop Gillespie visited Griswold on two or three occasions, but by that time the Methodists had begun to provide services at Griswold and the Bishop showed little disposition to reclaim the Church's children. Eventually even the family of Selkrig (now called Selkirk) was lost to the Methodists. Finally in 1884, six years after he had resigned Samuel Allen McCoskry resigned his trust to the Circuit Court of Allegan County, and the mission land was divided into parcels and deeded outright to nineteen descendants of the original band. Within a few years practically all of the Indians had lost their land to white men by reason of failure to pay their taxes. Today a few families of the descendants of Selkrig's original band, living as tenants or servants on land that was once their own, and a weed-grown cemetery are the only remains of the Griswold Mission to the Ottawas.



RECORDS FROM THE NATIONAL ARCHIVES
M-1, Letters Sent, 1836-51, Volume I, Michigan Superintendent at Mackinac Agency.

Letter 510.

From Acting Superintendent Indian Affairs Michilimackinac June 18th 1838.

Sir:

I have the honor to enclose to you, a compact entered into with the Grand River Ottawa referred to in my official report of the 12th instant, which has, this day, received the assent of the other Indians. The line of demarcation established for fiscal purposes, so long as the Indians reside on the lands ceded, is a just and proper one, and by equalizing the burden and expenses of the annual journey, between the respective bands, has given satisfaction, and, together with the other incidental provisions of the compact and the mutual explanations which the conference have produced, will have a beneficial effect in preserving a good understanding with these tribes.

The following is a brief synopsis of the compact. **Section first fixes a line of division**, by definite geographical boundaries and bands, which cannot be mistaken; and **section second determines the proportion of the annuities** in coin which the respective bands are to receive. These provisions will enable the paymasters at Grand River to prepare their pay rolls, without respect to the annually varying population, in the other district. **The third section carries out, the principal with respect to** tobacco, **salt**, and other annuities. **An equivalent in money, is agreed to be paid to the Grand River Indians, in leiu of barrels-an article which these bands, do not require, as they take no fish.**

Heretofore no treaty of friendship has ever been established between the United States and these Indians...

GUN LAKE BAND ADDED TO GRAND RIVER AS A RESULT OF THIS COMPACT, OTHERWISE KNOWN AS GRISWOLD COLONY, (See M234, Roll 424, page 273).

March 28, 1992

United States Department of the Interior,
Mr. Eddie F. Brown, Assistant Sectretary, B.I.A.,
MS-4140-MIB,
1849 C Street, N.W.,
Washington, D.C. 20240

Dear Mr. Brown,

This letter is to notify the United States Department of Interior, Bureau of Indian Affairs, that the Grand River Band of Ottawa Indians located below the Grand River in Michigan have decided to seek restoration of it's status as a Nation.

One hundred fifty six years ago to the day our chiefs, or at least some of them, signed a treaty that relinquished much of what is now Michigan to the Federal Government. Reservation lands that were promised in the March 28, 1836 Treaty that our chiefs signed, were deleted by the President. Then the treaty was sent back to the Michigan Territory for more negotiation. Fewer of our Chiefs signed the revised Treaty than the original. Hence, many Michigan Ottawas have stubborly refused to formally file for Federal Acknowledgement. This is especially true for the Grand River Band which contained most of our remaining warrior societies which had not been neutralized by the War Department by the year 1836.

In special agreements concluded by Henry R. Schoolcraft and President Van Buren with the Ottawa in 1838 lands were provided for them in Allegan and Barry Counties. This was achieved through the assistance and cooperation of Protestant Church organizations. Grand River Band War Chiefs and their families, and remaining followers were settled on these tracts. We have remained here to this day and part of our original reservation is still in our possession. Other parts are not.

In 1855 many, but not all, of the Grand River Band (there were 13 Grand River Annuity rolls in 1836) were provided lands above the Grand in Mason and Oceana Counties as part of the 1855 Treaty. Many of us stayed behind in our homeland in Allegan County. Others of our band removed but were back in a few years.

For years our leaders have steadfastly refused to petition Washington for Federal Acknowledgement maintaining that it was not necessary for a U.S. Government agency to confer upon us what had been ours for over a century of dealings with the French, British, and then the Americans. I speak of Nation status. We maintain we never ceased to Be a Nation.

Today however our contemporary leaders have decided to formally petition for Federal Acknowledgement under the rules promulgated by the Indian Reorganization Act of 1934. Our tribe has not previously rejected nor been denied acknowledgement. We are in our original homelands and were not removed to the Mississippi region. We are listed as the **Gun Lake Village Band and Ottawa Colony Band of Grand River Ottawa Indians** from the **1836 Treaty between the U.S. and Michigan Ottawa and Chippewa.**

We are requesting restoration of our status as a nation. In addition we cite Article 5 of the 31 July, 1855 Treaty between the United States and Michigan Ottawa and Chippewa Indians under which we now request negotiations. Lands were held in "trust" for us in Allegan County well beyond 1855 as part of an arrangement between the United States represented by Henry R. Schoolcraft and our Principal Chiefs Saganaw and Noonday (Na-way-qua-gezhick) and Episcopal Bishop Samuel McCoskry.

The Smithsonian notes our continued existence as a tribe following 1855 (we are also known as the **Griswold Colony**). Schoolcraft in his census of Indians of Michigan dated September 15, 1837, for the War Department estimates "Saganaws of Michigan" at 1000 (Chief **Saganaw** was one of our chiefs) and 500 other Ottawa, Pottawatomi, and Chippewa Indians below the Grand River. By 1838 only a few hundred of us remained. We became part of the Compact of June 5, 1838, between the War Department, Henry Schoolcraft, and our Chiefs at Grand Rapids, Michigan.

We have created a non profit organization which has been chartered with the State of Michigan under the name of the United Nation of Chippewa, Ottawa, and Pottawatomi Indians of Michigan, Inc. Our principal office is presently located at 5721 Grand River Drive, Grand Ledge, Michigan. 48837. Our Phone number is (517) 627-3645.

Mr. Bill Church has been appointed as Secretary of State for our Nation and will handle state and federal liaison for the Gun Lake Band of Grand River Ottawa Indians, (a.k.a. the Griswold Colony). Our Chief is Rev. Lewis White Eagle Church, Great-Great-Grandson of Muck-i-tayosha, first listed Principal Chief from the 1836 Treaty and Grand River Band leader. Mr. Church is a direct descendant of Pontiac, also a Grand River.

The Grand River Band of Ottawa Indians has been recognized by the Michigan Commission on Indians Affairs (under NGO Traditional organizations affiliated with the Northern Michigan Ottawa Association). The Gun Lake Band of Grand River Ottawa Indians is a member of the Confederated Historic Tribes of Michigan, Mr. Philip V. Alexis, Executive Director.

We have enclosed a summary history of our tribe and a few pertainent documents and items to detail our continued existence in Michigan. It is truly an historic occasion for the Grand River Band, the leading warrior division of the Michigan Ottawa, to seek to formally restore and affirm it's nation status in the form of Federal Acknowledgement.

The Gun Lake Band of Grand River Ottawa Indians represents only members of the tribe who were party to the 1836 Treaty and resided below the Grand River. The Indian Claims Commission supported our claim to lands below the Grand and after a 60 year legal battle we were finally compensated for our claims.

Respectfully Submitted,

William L. Church

William L. Church, Secretary of State,
Gun Lake Band Grand River Ottawa Indians.

tawa Chippewa Indians is federally recognized, the Bay Mills Band of Chippewa Indians is federally recognized, the Sault Ste Marie tribe of Chippewa Indians is federally recognized.

These other groups are also signatories to these treaties and are not fairly recognized. The 1833 treaty of Chicago with the Potawatomi groups, the Hanaville Indian community in Upper Michigan is federally recognized, the Forest County Potawatomi are federally recognized, the Pokagon Band of Potawatomi Indians is not federally recognized and the other Potawatomi bands in Michigan aren't recognized. Same treaties, same people, different results.

I think part of the answer to your question that you raised earlier about the IRA, was there a legal reason why the money couldn't be appropriated, is answered in the same way. You look at the organization under the IRA, the 36–55 Chippewa Ottawa groups, the Bay Mills Indian community was organized under the IRA. The other groups that are here today were not.

The Hanaville Indian community was organized prior to the IRA, so it is not quite the same argument, but they are again organized in the 1900s in appropriated money by Congress to establish a reservation like 1913 I think was the year.

So again haphazard, some groups the same treaty are recognized, some aren't, some under the IRA are, some aren't. Another point you mentioned I think I would like to make is about the branch of acknowledgment and research and in the assimilationist policies.

One of the reasons that the groups are here before Congress today is that the branch of acknowledgment research is using assimilation to extinguish tribes.

Mr. KEEDY. They look at social aspects. We come to them with 150 years of political action on behalf of the tribal counsels. They say, well, we have to look at social interaction. Who goes to marriages? Who goes to funerals? And then we will describe whether you are a tribe or not. They are extinguishing political rights.

[Prepared statement of Mr. Keedy and attachments follow:]

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Testimony of James A. Keedy, Michigan Indian Legal Services
before the House Natural Resources Committee
Subcommittee on Native American Affairs
in support of H.R. 878
a bill to reaffirm the federal relationship with
the Pokagon Band of Potawatomi Indians

September 17, 1993

I would like to thank the committee for allowing me to give testimony in support of H.R. 878. This bill would reaffirm the long standing relationship between the Pokagon Band of Potawatomi Indians and the United States. It will at long last give the tribal council the tools needed to provide for their people, many of whom live in poverty. The Pokagon Band has successfully struggled to maintain its identity as a people and a right to decide for themselves how best to live their lives. The bill, by restoring the promised federal assistance, will assist them in continuing to do so.

The history of the Pokagon Band is a simple quest to be left alone to live as they choose. The beginning of this quest was in 1833. The tide of European immigrants to their homeland made it inevitable that they would be required to enter into treaties with the United States in an attempt to preserve some of their way of life. The treaty making began in 1795 and ended in 1833 with the Treaty of Chicago. In that treaty every other Potawatomi band agreed to move from Michigan. The Pokagon Band alone insisted that they should remain in Michigan to pursue the way of life they had led for hundreds of years and practice the Catholic beliefs they first adopted when French missionaries came to them in Southern Michigan in the 1600's.

The adoption of Catholicism aided the band in its strategy to remain in their homeland. The Church provided a buffer against the encroaching Europeans. As with the Pueblo peoples of the Southwest, they adapted Catholicism into their traditional way of life, and actually used it to strengthen and protect their Indian identity. The Kalamazoo diocese, in southwest Michigan, through its Indian ministry, has become a staunch defender of the Pokagons' traditional practices.

The Pokagons immediately found that their negotiated right to remain in Michigan would be difficult in spite of the promises. The treaty required they move north by 1836 to L'Arbre Croche (the Crooked Tree near present day Good Hart, Michigan) but they found that in that same year the Ottawa and Chippewa had

ceded that land to the US and there was no place to go. They had to buy back their own land in southwestern Michigan where they have continued to live to this day.

But to live among the many settlers in the rich farm land of southern Michigan meant that they had to compete with farmers for land and livelihood. Soon most of the game land was under plow. Fortunately, the farmer found little use for the huckleberry marshes and some of the people sitting in this room continued the annual celebration gathering to harvest huckleberries as had their ancestors for hundreds of years.

To compete with the farmer (and pay taxes on their land) they needed the money from the perpetual annuities promised in the treaties as compensation for their land cessions. The federal government's failure to pay the annuities at all led to the first of many long collective battles to enforce promises made by the United States. During the critical time from 1836 to 1843 when they were still subsistence farmers and hunters they received none of their land cession payments. Because the United States did not keep its word the Pokagon Band lost its land to tax sales and distress sales to pay debts. The tribe petitioned officials in Indian Affairs and finally succeeded in getting a small portion of their promised annuities paid until 1866. During these years they worked hard to gain the full amount due them. They repeatedly petitioned Congress. Reports of the 36th, 37th and 38th Congress agreed that the promises had not been kept and the United States owed them money. In 1866 the Band was paid a portion of what was due, but Congress wrongly stipulated that the 1866 payment would be payment in full for all claims past, present and future.

The band's business committee (the arm of the tribe that dealt with the outside world) immediately set about to remedy this latest breach of the promise to pay annuities and reports of the 41st, 42nd, 43rd, 44th, 45th, 47th, 49th and 51st Congresses testify to their persistence. As part of their struggle the band hired an attorney, whose contract with the tribe was approved by Commissioner on Indian Affairs in 1882. Finally, Congress recognized the wrong committed them and authorized a suit against the United States in the Court of Claims. Many years of litigation resulted before payment of the claims were made in 1896.

Even though business with the government did not continue to be a priority for the Band again until the 1930's, the tribal government continued to function and meet. We have meticulous hand written minutes from the 1890's, 1900's, 1910's and 1920's concerning elections of chiefs and chairmen, problems with membership questions and sanctions for unacceptable behavior. The council continued to be a vibrant institution for Band members. Band members do not have to rely upon written records to retain

the history of the functioning of the tribal council through the years. For example, present tribal council treasurer Rae Daugherty's grandfather, Kawtuckmuck, was a young man at the time of the treaty in 1833. Her father, Michael Williams, born in 1880, was on the council from the late 1890's to his death in 1969 as interpreter, secretary or chairman. Many other present day council members can count fathers, uncles and other relatives among the members of past councils.

The 1930's saw the end of a practice that has caused great harm to the Pokagons' desires to choose their own path. Many Pokagon Band members were sent to the Indian school in Mt. Pleasant, Michigan. Current tribal member Phil Alexis' father, former tribal chairman, Mark Alexis attended the school. Phil attended another government Indian school, Holy Childhood, in Harbor Springs, Michigan. Another tribal member, Elizabeth Ballew, recounted at a gathering of elders in 1991 that she did not speak English until government people forced her to go to the Indian school in Mt. Pleasant. She stayed at the school until it closed in 1934. She commented how strange it is that she no longer speaks any Indian.

In the 1930's the federal government finally passed legislation that allowed Indian tribes to gain the necessary legal protection so that they could live in the midst of an overwhelming majority while continuing to follow their own way. It was the Indian Reorganization Act (IRA), Act of June 18, 1934, 48 Stat. 984. It promised relief especially for landless Indians like the Pokagon Band. The Pokagon Band council set about immediately to organize under the IRA.

Unfortunately, the economic depression of the 1930's curtailed the government's plans and a decision was made to refuse the request for reorganization under that act to any tribe in Michigan's lower peninsula.

That decision had unfortunate consequences for the Pokagon Band because the depression worked greater hardship on the Pokagon Band members than the general public. In a 1940 letter to the government John Williams, Rae Daugherty's uncle, wrote "Winter is coming again and it is hard for an Indian to rent a house, no work no money, all they can get is the berry shanties to live in for the winter and sometimes they live in tents all winter."

Even worse, as a result of the refusal to apply the IRA to lower Michigan, the Pokagon Band's ability to be left alone to propagate their culture and beliefs was put to an extreme test. Just this week tribal member, Earnest Daisy, came to the council to ask for its assistance in obtaining custody of his nephews and niece. They have been placed in non-Indian foster homes. They will likely lose contact with their culture. The federal Indian

Child Welfare, Act 25 USC § 1901 et seq., was passed by Congress to solve problems like this. But the act has been interpreted by state courts to apply only to children of federally recognized tribes. Attorneys from Michigan Indian Legal Services have represented several band members who sought to keep Indian children in Indian homes. MILS attorneys have not had any success because the courts rely upon BIA's statement that the Pokagon Band is not recognized by the federal government.

The Pokagon Band's long struggle has had one fortunate side effect. The government always demanded that the Band members show their relationships to the people who gained the treaty right to stay in Michigan. Thus, the Court of Claims in 1892 left to the Commissioner of Indian Affairs (COIA) to decide who was to be paid the back annuities it awarded. The Commissioner decided that it was the people paid annuities from 1843 to 1866. That decision was approved by the Secretary of the Interior. See Secretary of Interior to COIA, January 4 & 10, 1896; in NAM M606 R87: 248 & 262. Thus the COIA sent Indian agents to the Pokagon Band to conduct a census. A copy of the transcription of Agent Shelby's census is attached. It is this census that defines membership in the Pokagon Band today. Because of the struggle to obtain their rights the Pokagon Band has a clearly documented listing of their members from the 1833 Treaty of Chicago, to the annuity rolls of 1843 and finally Agent Shelby's census of 1896 which is used today to define membership in the Band.

This week in this city an agreement was signed that brought thousands of people into the streets of Jericho to express their joy at being given limited self rule. The Pokagon Band members have been petitioning the federal government to reaffirm their right to exercise limited self rule far longer than the Palestinians.

The Pokagon Band has come to Congress because it is the only proper forum for a request for reaffirmation of their relationship with the federal government. Congress, by treaty and statute, has recognized the Pokagon Band. For some reason the administrative branch of the government has ignored that and insists that the Band must be re-recognized in order to exercise limited self rule, preserve their culture and protect their children.

To require a treaty recognized tribe, like the Pokagon Band, to go through the process set forth in 25 CFR 83 is wrong and is against the policy and law of the United States. There are over 300 tribes in the continental United States and only 8 have been acknowledged through the process set up by 25 CFR 83. Inequities are created by the process, not solved by it. The Branch of Acknowledgment and Research has had the Pokagon Band's petition for federal acknowledgment since 1988. There is no telling how

much longer the Pokagon Band members will have to wait if they are required to go through the process.

The vast majority of tribes have been recognized by the Congress of the United States through treaties ratified by the Senate or both the House and Senate. There is no credible source that has claimed that Congress has recognized even one tribe that was not a genuine Indian tribe.

An additional number of tribes have been recognized through the executive branch of the government, either through an executive order of the President or through action of the Bureau of Indian Affairs. In 1976 (two years before the effective date of 25 CFR 83) the Solicitor in a memorandum to the Secretary of the Department of Interior reported that tribes had been recognized by various officials in the Department of the Interior without any action by Congress or the President, including two tribes recognized by the Acting Deputy Commissioner on Indian Affairs, one by Commissioner on Indian Affairs, one by a letter from the Assistant Secretary of the Interior for Indian Affairs with a supporting letter from the Acting Director of the Office of Indian Services.

Last year in testimony before this committee, Vine Deloria, Jr., listed 143 tribes that had been recognized between 1900 and 1950. The process then was a simple act of formalizing a relationship between the federal government and Indian people because of the haphazard way federal services had been applied in the past. Now the process has become a complex, cumbersome and expensive procedure that effectively terminates Indian tribes.

The criteria for acknowledging an Indian tribe as set forth in 25 CFR 83 are not the sole criteria for acknowledging all tribes. To apply the criteria to all tribes is inequitable. Bud Shapard, former Chief, Branch of Acknowledgment and Research, stated in testimony before this committee on July 8, 1992 that the process set forth in 25 CFR 83 was not meant to apply to all tribes.

The criteria set forth in 25 CFR 83 do not comport with the law. In 1976 the Solicitor of the Department of the Interior reviewed the history of federal acknowledgment in a memorandum to the Secretary of the Interior. The memorandum first looked at the definition adopted by Felix Cohen's Handbook of Federal Indian Law;

> The considerations which, singly or jointly, have been particularly relied upon in reaching the conclusion that a group constitutes a 'tribe' or 'band' have been:
>
> (1) That the group has had treaty relations with the United States.

(2) That the group has been denominated a tribe by act of Congress or Executive Order.

(3) That the group has been treated as having collective rights in tribal lands or funds, even though not expressly designated a tribe.

(4) That the group has been treated as a tribe or band by other Indian tribes.

(5) That the group has exercised political authority over its members, through a tribal council or other governmental forms.

Other factors considered, though not conclusive, are the existence of special appropriation items for the group and the social solidarity of the group F. Cohen, Handbook of Federal Indian Law 271 (1942) (footnotes omitted).

Memorandum from the Solicitor to the Secretary of the Interior, p 5 (1976).

The Solicitor further found that "It has not been necessary for a tribe seeking to be 'recognized' to satisfy all five principal criteria..." However, the Pokagon Band does meet all five as shown above. It was specifically singled out in the 1833 Treaty of Chicago and the Acts of Congress in 1866 and 1896. Both acts of Congress recognized the Pokagon Band as a tribe and its right to pursue past due annuities collectively. Tribes in Michigan and elsewhere have treated the Pokagon Band as a tribe. The brief history above has shown that over the course of years the Band has acted on behalf of its members and bound them to the result. The Michigan Commission on Indian Affairs (Michigan law has placed the commission in the Governor's office and commissioners are appointed by the Governor) in written testimony submitted to this committee states that it recognizes the Pokagon Band as an Indian tribe. Just last Saturday the Police Administrator (similar to a chief of police) of the Weesaw Township Police Department came before the tribal council and asked permission to use a likeness of Chief Wesaw (an 1833 treaty signatory and member of one of the groups collectively known as the Pokagon Band). The Police Administrator recognized the authority of the council to act on behalf of all its members.

The Pokagon Band has been repeatedly recognized as an Indian tribe by Congress. The administrative branch of the government has no authority to repudiate that. In summarizing the criteria for recognizing Indian tribes the Solicitor reviewed The Kansas Indians, 72 U.S. 737 (1867). As a result it concluded that the Court had issued an opinion "... making clear that one of the prime indicia of federal recognition of an Indian tribe is the

execution of a treaty with the tribe." The Solicitor concluded "In our opinion, tribal existence continues until specifically terminated by Congress, and we can find no solid authority for the proposition that this Department can alone disestablish a tribe". By refusing to provide services to the Pokagon Band the Department of the Interior has sought to disestablish the tribe without authority to do so.

This matter is where by law it ought to be, before the Congress of the United States.

Congress must reaffirm the political status of the Pokagon Band of Potawatomi Indians because there is no other proper forum for their request.

Not only was the process set out in 25 CFR 83 not meant for treaty tribes it does not work for treaty tribes. It is time consuming and expensive. Already it has been five years since the Pokagon Band petition has been submitted. The Branch of Acknowledgment and Research (BAR) has since 1991 considered them "ready" to go on active consideration but they are currently fourth on the list to be reviewed. Since the BAR assigned priority numbers based on first contact with tribes, tribes with lower priority numbers can and will come along and push the review of the Pokagon Band petition further down the list. It may be 10 or 20 years before review of the Pokagon Band petition is completed. The BAR has completed work on 21 petitions since 1978 for an average of 1.4 a year.

Basic fairness demands that Congress act. The United States has long held out the promise of limited self rule for Indian tribes to induce their cooperation. But the tools for that depend on "recognition". Rae Daugherty's father worked his entire life on these issues, from a young teen until his death at age 89. The present council is entitled to see this process completed before they too are gone.

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Opinion of the court.

subject upon a basis satisfactory to the requirements of jus
necessary.

The claimants in No. 17682 insisted upon a claim re
sented by the asserted rights of more than 1,200 persons
coming within the purpose and intent of the supplementa
title to the treaty of September 27, 1833.

The Government, from the time its attention throug
officers was directed to the rights and interests of the nea
grating Indians, calculated their numbers at substantially
number which is the basis of the ratio we find in de
mitting the just proportion existing between the emigra
and non-emigrating Indians of the Pottawatomie Nation
ling within the supplemental article. Allowing to the Po
watomie Indians of Michigan and Indiana what they
entitled to under the various treaties after deducting the
uents, a judgment of $104,626.26, as shown in the conclusio
law attached to the findings, will be entered.

NOTT, J., concurring:

It seems to me that if any of these Indians are entitle
the unpaid annuities in the Treasury, they are those who w
west in conformity with the terms of the treaty and those
went north in conformity with the intent of the supplemen
article, but I concur in the judgment of the court, as the s
plest method for bringing the whole subject of their conflict
rights to the final arbitrament of the Supreme Court.

PEELLE, J., took no part in the decision, the cases havi
been heard before he took his seat.

Opinion of the court.

In legislating upon the subject Congress had complete control of the matter, and might exercise their discretion upon the grounds of public policy. We must follow the statute as it directs and intends. The purpose of the law was to ascertain the state of the account between the petitioners, if anything, judgment for what might be due the petitioners, if perpetual obli It did not intend to precipitate the payment of perpetual obli gations, but to ascertain the present state of indebtedness. It is true that we are empowered "to review the entire question of difference *de novo*," but it does not follow from that pro vision of the statute, that perpetual annuities are to be treated as consummated obligations. That provision of the statute was evidently intended to destroy the legal effect of the resolutions referred to in the law and the receipt in full which was exe cuted by the petitioners when the $38,000 was paid to them in 1905.

We therefore hold, that permanent annuities did not mature as present obligations by the terms of law under which we are proceeding, and we are not authorized to allow the item of $41,626, representing the perpetual annuity of $22,300. There is no dispute as to the amount paid petitioners. They received the sum of $30,000 under the joint resolution of Congress and the additional sum of $30,162.50, as shown in finding VII.

There is another item in the account and contention of claim ants, to wit, the sum of $17,638, as their just proportion of $134, 368.50 necessarily included this claim, and as that is an exhibit of the full amount due the claimants under all the treaties, and the fact that there was an omission to pay for the years stated would not increase the amount due the claimant in finding VIII, which states the different accruing rights of the Indians who are parties to the various treaties from and through which the claimants derive their title to share under the additional clause to the supplemental treaty of September 27, 1833.

The case as it existed in the testimony, consisting of oral proof, documents, and reports, and the different results as shown by the conclusions and judgment of the different Departments and committees, made its elements most difficult to

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1892. PAM-TO-PEE v. UNITED STATES. 689–691

plaintiffs in error any right arising out of the construction of the Federal statutes. It was said by the Chief Justice, in *Cook County* v. *Calumet & C. Canal & D. Co.*, 138 U. S. 635, 643 [34: 1110, 1116]: "The validity of a statute is not drawn in question every time rights claimed under such statute are controverted, nor is the validity of an authority every time an act done by such authority is disputed."

The attempt to raise for the first time a Federal question in a petition for rehearing, after judgment, even assuming that the petition presented any such question, is clearly too late. It has been repeatedly decided by this court that a Federal question, when suggested for the first time in a petition for rehearing after judgment, is not properly raised so as to authorize this court to review the decision of the highest court of the state. *Texas & P. R. Co.* v. *Southern Pac. R. Co.* 137 U. S. 48, 54 [34: 614, 617]; *Butler* v. *Gage*, 138 U. S. 52 [34: 869]; *Winona & St. P. R. Co.* v. *Plainview*, 143 U. S. 371 [36: 191]; *Leeper* v. *Texas*, 139 U. S. 462 [35: 225].

In the case of *Barbaric* v. *Mobile*, 50 U. S. 9 How. 451 [13: 212], it was held that under the twenty-fifth section of the Judiciary Act this court "cannot re-examine the decision of a state court upon a question of boundary between coterminous proprietors of lands depending upon local laws."

The question involved in the present case turned largely upon the provisions of section 3140, Mills' Annotated Statutes of Colorado, and the decisions of the supreme court of that state construing the same, as shown by the case of *Patterson* v. *Hitchcock*, 3 Colo. 533, which limited the width of mining claims to 150 feet in width on each side of the center of the lode or vein at the surface. The controverted question in the case at bar turned upon which direction the Monitor lode properly ran south of the discovery shaft, and it being found by the jury that the lode or vein did not bear westwardly toward the Annie lode, but southeastwardly and across the western side line of the Monitor claim at a distance exceeding 150 feet from the center of the Annie lode, it followed that the claim of the plaintiff (1910) below was sustained, and the jury accordingly returned its verdict that the plaintiff below was entitled to the possession thereof.

The question thus presented and decided involved no construction of any Federal statute, nor did it become necessary to determine the rights of the parties under the Federal mining statutes.

In *Ilsley* v. *Colehour*, 146 U. S. 159 [36: 924], Mr. *Justice* Harlan, speaking for the court, said: "Our jurisdiction being invoked upon the ground that a right or immunity, specially set up and claimed under the Constitution or authority of the United States, has been denied by the judgment sought to be reviewed, it must appear from the record of the case either that the right, so set up and claimed, was expressly denied, or that such was the necessary effect in law of the judgment."

Applying this rule to the case at bar, there is clearly presented no Federal question, for no right, immunity, or authority under the Constitution or laws of the United States was set up by the plaintiffs in error, or denied by

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the supreme court of Colorado, nor did the judgment of that court necessarily involve any such question, or the denial of any such right. We are, therefore, of opinion that the motion to dismiss is well made, and should be allowed, and it is accordingly so ordered.

Mr. Justice **Field** did not sit in this case, or take part in its decision.

PHINEAS PAM-TO-PEE ET AL., *Appts.*,
v.
UNITED STATES.

POTTAWATOMIE INDIANS, *Appts.*,
v.
UNITED STATES.

(See S. C. Reporter's ed. 691-705.)

Amount due the Pottawatomie Indians—annuity provided by treaty—distribution of the same—power of Court of Claims—settlement of amounts.

1. The Act of March 19, 1890, to ascertain the amount due the Pottawatomie Indians of Michigan and Indiana, conferred jurisdiction upon the Court of Claims to try all questions of difference arising out of treaty stipulations with the said Indians and to render judgment thereon.
2. The Pottawatomie Indians of Michigan and Indiana are entitled not to the whole, but to a just proportion of the annuity provided for in the supplemental articles of September 27, 1833, to the treaty of September 26, 1833, between the United States and the Pottawatomie tribe or united nation.
3. The two treaties of the United States with the Pottawatomie Indians, of September 26, 1833, and the supplemental one of September 27, 1833, were substantially one treaty, and the annuity given by the supplemental articles was distributable among both classes named in said treaties, giving those who were permitted to remain east a just proportion thereof.
4. No power was given by the Act of March 19, 1890, to the Court of Claims to convert the perpetual annuities due the Pottawatomie Indians into a sum for present payment.
5. How the moneys awarded by the Court of Claims to the Pottawatomie Indians in pursuance of the Act of March 19, 1890, shall be distributed among the several claimants, is a question to be dealt with by the authorities of the government when they come to distribute the fund.

[Nos. 1125, 1133.]

Argued Jan. 9, 10, 1893. Decided April 17, 1893.

APPEAL from a decree of the Court of Claims, establishing the amount that the Pottawatomie Indians of Michigan and Indiana are entitled to recover of the United States, under treaty stipulations with them, and giving judgment for the said Pottawatomie Indians for that amount. *Affirmed.*

See same case below, 27 Ct. Cls. 408.

Statement by *Mr. Justice* **Shiras**:

The questions involved in this case grow out of the stipulations of certain treaties entered into between the United States and the Potta-

NOTE.—*As to Indians and Indian tribes, their status and rights; jurisdiction and control over them,* see note to Worcester v. Georgia, 8: 483.

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watomie Indians within the period covered by the years 1795 to 1846, inclusive. In some of the treaties various tribes united with the Pottawatomies, but the tribes were recognized by the government as being distinct from one another, and their respective rights and duties under the treaties were therein defined and set forth. In others the Pottawatomie Indians were included in the tribe designated as the United Nation of Chippewa, Ottawa, and Pottawatomie Indians, but the government seems to have dealt with the united nation as though it were identical with the Pottawatomie tribe, and we shall so consider it in the present case. By the various treaties the Indians ceded lands to the government, and received for the same other lands, money, etc., and also pledges of specified annuities. By a treaty made on September 26, 1833, the said United Nation ceded to the United States a tract of land on the western shore of Lake Michigan, containing 5,000,000 acres, and received as the consideration for the cession a reservation 5,000,000 acres in extent, west of the Mississippi river, various sums **692**]of money, *and the promise from the government of $280,000, to be paid in annuities of $14,000 a year for twenty years. It was provided by the treaty that a just proportion of the annuity money named therein, as well as a just proportion of the annuities stipulated for in the former treaties, should be paid west of the Mississippi to such portion of the nation as should have removed thither within three years, and that after the expiration of that time the whole amount of the annuities should be paid at the reservation west. On the day following the execution of that treaty an article supplementary thereto was made on behalf of the chiefs and head men of the nation, by which they ceded to the United States certain lands in the territory of Michigan, south of the Grand river, containing about 164 sections. It was agreed that the Indians making this cession should be considered as parties to the treaty of the preceding day, and be entitled to participate in the benefits of the provisions therein contained, as part of the United Nation. To the supplemental article another provision was added, as follows:

"On behalf of the chiefs and head men of the United Nation of Indians who signed the treaty to which these articles are supplementary, we hereby, in evidence of our concurrence therein, become parties thereto.

"And, as since the signing of the treaty a part of the band residing on the reservations in the territory of Michigan have requested, on account of their religious creed, permission to remove to the northern part of the peninsula of Michigan, it is agreed that in case of such removal the just proportion of all annuities payable to them under former treaties and that arising from the sale of the reservation on which they now reside shall be paid to them at l'Arbre Croche."

Upon the basis of provisions contained in the various treaties, claims for unpaid annuities have been presented to Congress from time to time on behalf of Indians alleged to represent the part of the band mentioned in the last provision of the said supplemental article, and for the purpose, presumably, of having all questions connected with those claims finally settled, Congress passed an Act which was approved *March 19, 1890 (26 Stat. at L. [693 24) entitled "An Act to Ascertain the Amount Due the Pottawatomie Indians of Michigan and Indiana." The Act is as follows:

"Whereas representatives of the Pottawatomie Indians of Michigan and Indiana, in behalf of all the Pottawatomie Indians of said states, make claim against the United States on account of various treaty provisions which, it is alleged, have not been complied with: Therefore,

"*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled*, That the Court of Claims is hereby authorized to take jurisdiction of and try all questions of difference arising out of treaty stipulations with the said Pottawatomie Indians of Michigan and Indiana, and to render judgment thereon; power is hereby granted the said court to review the entire question of difference *de novo*, and it shall not be estopped by the joint resolution of Congress approved twenty-eighth July, eighteen hundred and sixty-six, entitled 'Joint Resolution for the Relief of Certain Chippewa, Ottawa, and Pottawatomie Indians,' nor by the receipt in full given by said Pottawatomies under the provisions of said resolution, nor shall said receipt be evidence of any fact except of payment of the amount of money mentioned in it; and the Attorney General is hereby directed to appear in behalf of the government, and if the said court shall decide against the United States the Attorney General may, within thirty days from the rendition of the judgment, appeal the cause to the Supreme Court of the United States; and from any judgment that may be rendered the said Pottawatomie Indians may also appeal to said Supreme Court: *Provided*, That the appeal of said Pottawatomie Indians shall be taken within sixty days after the rendition of said judgment, and the said courts shall give such cause precedence.

"SEC. 2. That said action shall be commenced by a petition stating the facts on which said Pottawatomie Indians claim to recover, and the amount of their claims, and said petition may be verified by a member of any 'business committee' or authorized attorney of said Indians as to the existence *of such [694 facts, and no other statements need be contained in said petition or verification."

On behalf of the Pottawatomie Indians of Michigan and Indiana, John Critcher filed a petition in the Court of Claims, April 14, 1890, averring that he was the authorized attorney of the said Indians, as, he stated, would appear by an agreement between himself and the business committee of the Indians, dated September 29, 1887, and claiming certain unpaid annuities under the said treaties. The claimants exhibited a table showing by periods of five years, from 1836 to 1872, inclusive, an enumeration of the Indians in Michigan and of those west of the Mississippi, from which it appeared that the average number of the former during that time was 291, and of the latter 2812. The petition contains a statement in detail of the various annuities claimed to be due, and asks for a judgment against the United States in the sum of $223,035.46, as being in the ratio of 291 to 2812 to the entire amount

alleged to have been pledged to all the Pottawatomie Indians under the various treaties, plus the amount of $38,000, the sum of the annuities for nineteen years under the treaty of 1833. The latter sum was claimed on the assumption that the claimants should receive, of the annuities arising from the cession of their lands in southern Michigan, not a just proportion, but the whole amount. The claimants averred that the main tribe of Indians moved to their reservation west of the Mississippi, and that the part of the band which was to remove to the north did so remove in obedience to the terms of the provision supplementary to the treaty of 1833; that they are the representatives of that part of the band, and, as such, are entitled to all the benefits secured by the said supplemental provision.

On November 5, 1890, another petition was filed in the name of Phineas Pam-to-pee and 1371 other Pottawatomie Indians of Michigan and Indiana, by John B. Shipman, their attorney, alleging that they were entitled to share in the annuities secured to the Pottawatomie Indians by the said treaties; that they were not represented in the petition first filed, and that **695**] the attorney named in that petition *had no authority to act for them in the premises. This petition was filed on behalf of certain Indians, citizens of the United States, who were individually described by name and residence, alleged to be all the Pottawatomie Indians, so far as could be ascertained, resident in the said states, except not exceeding 250, from 91 of whom they alleged that the attorney named in the first petition derived his authority to act. The claimants stated, however, that their petition was intended for the benefit of all Indians included in the provisions of the Act of Congress who might choose to take part in the proceedings in the said court. They averred that the Indians designated in the Act, or their ancestors, were parties to all the said treaties, and entitled to share per capita in the annuities secured thereby to the Pottawatomies, and that the conditions imposed upon them by the treaties had been complied with. The claimants alleged that they were entitled to a just proportion of all the annuities provided for by the treaties in question. They interpreted the last provision of the treaty of 1833, as did the claimants in the first petition, to be that the Indians exempted from the requirement of removal west should receive the entirety of the annuity stipulated for in that provision. Under the treaty of 1833 they, therefore, claimed the sum of $38,000, being $2000 per year for the nineteen years the same remained unpaid. They also contended that the perpetual annuities provided for should be capitalized and the amounts thereof, in the sum of $446,000, added to the sum of the past unpaid determinate and perpetual annuities, namely, $2021.200. Under a treaty made subsequently to 1833, to wit, on June 17, 1846, with the said Indians who emigrated west, the petitioners claimed that the Indians who remained in Michigan were entitled to the sum of $446,974.80. It is averred that by that treaty the said reservation west of the Mississippi was ceded to the United States by the said Indians, who were promised therefor, in addition to a perpetual annuity of $300, the sum of $850,000, less certain deduc-

tions provided for in the treaty; that after making such deductions, the balance remaining was $643,000, which was to be held by the Government as a trust fund for *the Indians, [696 and was to bear interest at 5 per cent, payable annually for thirty years, and until the nation should be reduced below one thousand souls; that the first instalment of interest became payable in 1849; that the total amount of interest up to and including the year 1890 was $1,850,300, and the value of the same as a capitalized annuity was $643,000, making an aggregate of $1,993,300. The petitioners averred that when the final provisions of the treaty of 1833 were executed, the number, as nearly as they could ascertain, of the Indians removing west of the Mississippi was 3840, and the number of those remaining in Michigan was 1110. They, therefore, alleged that the gross amounts stated (with the exception of the said amount of $38,000), should be apportioned between the Indians who removed west and those who remained in Michigan in the ratio of 3840 to 1110. They deduct from the total of the amounts ascertained as above the sum of $75,162.50, which they admit that the Indians remaining in Michigan received from the government under the treaties of July 29, 1829, and September 26, 1833, and under the Act of Congress of July 28, 1866, leaving the sum of $963,058.50. This is the amount alleged to be due the Indians exempted from the requirement of removal west, upon the assumption that their number has remained the same as it was in 1833. The petitioners claimed to represent the Indians only who went north, whose number they alleged to have been the difference between 1110 and the number of those who remained in southern Michigan, and, therefore, the petitioners asked for a judgment for themselves in the sum of $804,883.80.

On January 8, 1891, the United States moved the Court of Claims to consolidate the cases, and on January 19, 1891, made a motion to dismiss the case presented by the last named petition. The motions were reserved to be decided on the trial, and the court ordered that the cases be tried together. Upon the trial the motion to consolidate the cases was allowed, and the motion to dismiss the second case overruled. The court was of opinion that the purpose of the Act of March 19, 1890, was to have all questions of difference arising from the *claims of the Pottawatomie Indians of [697 Michigan and Indiana settled in an authorative and judicial form, and that any proceeding which would accomplish that purpose, irrespective of technical rules of pleading, was proper under the Act of Congress. It was further observed by the court that in each case it appeared that by special appointment the attorneys named in the petitions represented some of the Pottawatomie Indians who remained in the states of Michigan and Indiana, and that the essential requirements of the statute were thus fulfilled.

After due proceedings were had in the consolidated case, the Court of Claims, on March 28, 1892 (27 Ct. Cl. 408) found, in substance, the following facts: In obedience to the last provision of the article supplementary to the treaty of September 26, 1833, a few of the Pottawatomie Indians of Michigan and In-

diana removed to the northern part of the peninsula of Michigan, but the great body of them remained in southern Michigan. To this failure to remove the government did not object, and did not force them to remove. Within the period from 1843 to 1866, inclusive, the Indians remaining in southern Michigan were there paid, by government agents, an aggregate amount of $75,162.50, $39,000 of which was the amount provided for by the joint resolution of Congress referred to in the Act giving the Court of Claims jurisdiction in this case. The remaining amount, $36,162.50, was paid to the Indians as their proportion of annuities secured to them by the treaties of July 29, 1829, and the supplemental provision of the treaty of 1833. During the said period, as shown by a table in the office of the Second Auditor of the Treasury, the average number of Indians in southern Michigan was 253, and of those west of the Mississippi, 2834, and payments were made to the Indians in Michigan in this ratio. None of the Indians so paid permanently removed to the northern part of Michigan. During the period from 1836 to 1872, the average number of Indians in Michigan who remained under the treaty of 1833 was 291, and the average number west of the Mississippi was 2812. A number of other Indians residing on the reservation in Michigan in 1833 remained in the state of Michigan. **698**] *Those Indians, and the 291 who stayed on account of their religious creed, numbered in all 1100. Many of the Indians who were in Michigan at the time the treaty of 1833 was made were dissatisfied with the requirement that they should emigrate west with the main tribe, and refused to go. It was necessary for the government to use force to compel them to leave, and in the struggle caused by this attempt to enforce the treaty many of the Indians, in evading the officers and agents of the government, scattered into different portions of the state, and many went to the northern portion. Those Indians did not come within the supplemental provisions of the said treaty, as construed by the agents of the United States. What their number was cannot be ascertained, but they outnumbered the Indians who remained by consent of the government as coming within the final provision of the treaty of 1833. The United States never made any tender to any Indians at l'Arbre Croche, nor in the northern part of Michigan. The agents of the government did not insist upon the removal of the Indians as a condition of their right of payment at any time.

Since 1835 the Pottawatomie Indians of Michigan and Indiana have received no payments of annuities provided for by the treaties of the following dates: August 3, 1795 (art. 4); September 30, 1809 (art. 3); October 2, 1818 (art. 3); August 29, 1821 (art. 4); September 20, 1828 (art. 2); October 20, 1832 (art. 3); October 26, 1832 (art. 3). Of the annuities promised by the treaties of October 16, 1826 (art. 3), and June 17, 1846, they have received no payments. The court also finds, specifically, that the said Indians have not been paid any money of an annuity of $2000 under the treaty of October 16, 1826, for the year 1848; nor of an annuity of $1000 under the treaty of September 20, 1828, for the year 1848; nor of an annuity of $15,000 under the treaty of October 20, 1832, for the years from 1843 to 1852, inclusive; nor of an annuity of $20,000 under the treaty of October 26, 1832, for the year 1852; nor of an annuity of $15,000 under the treaty of October 27, 1832, for the year 1844.

*The claimants in both cases included [**699** in the list of treaties under which they requested the court to find annuities to be due them for the time subsequent to 1836, the last named treaty, to wit, that of October 27, 1832, but the court made no finding with regard to payments made thereunder except as to the year 1844.

Upon the foregoing facts the court determined, as a conclusion of law, that the Pottawatomie Indians of Michigan and Indiana were entitled to recover the sum of $104,626, and gave judgment for the said Pottawatomie Indians in that amount. From that judgment the claimants in both petitions appealed to this court.

Mr. **Jno. B. Shipman** for appellants in No. 1125.

Messrs. **John Critcher and Geo. S. Boutwell** for appellants in No. 1133.

Mr. **A. X. Parker,** *Assistant Atty. Gen.,* for United States.

Mr. Justice **Shiras** delivered the opinion of the court:

The Act of March 19, 1890, entitled "An Act to Ascertain the Amount Due the Pottawatomie Indians of Michigan and Indiana," conferred jurisdiction upon the Court of Claims to "try all questions of difference arising out of treaty stipulations with the said Pottawatomie Indians of Michigan and Indiana, and to render judgment thereon." The Act granted power to said court to "review the entire question of difference *de novo*," and provided for an appeal to this court by either party.

In pursuance of the provisions of this statute, on the 14th of April, 1890, a petition was filed in the Court of Claims by the Pottawatomie Indians, by their agent and attorney, John Critcher, and on the 5th of November, 1890, another petition by the Pottawatomie Indians, by their agent and attorney, John B. Shipman.

The United States objected to the filing of two petitions, *and the court below, over-[**700** ruling a motion to dismiss the latter petition, consolidated the causes, and dealt with them as one. The two classes of claimants unite in the appeal to this court.

They agree in complaining of the insufficiency of the sum allowed the Indians by the decree of the court below, but they disagree, as between themselves, in respect to the division of the moneys awarded by the decree. The Indians represented by John Critcher claim the entire fund; those represented by John B. Shipman claim a right to participate in the fund, and claim, likewise, as we understand them, that only 91 Indians are really represented in the first petition. We shall first consider the merits of the appeal as against the United States, and afterwards deal with the question of distribution.

The first controverted question is as to whom is due the annuity of $2000 for twenty years, granted by the last clause of the supplemental

treaty of September 27, 1833. The petitioners claim the entire amount, $38,000. The United States contend that this amount is distributable between the Indians who went west under the provisions of the treaty of September 26, 1833, and those who remained in Michigan under the supplemental treaty of September 27, in proportion to their respective numbers.

To answer this question, we must resort to the language of the treaties. The 4th article of the treaty of September 26, 1833, is as follows:

"A just proportion of the annuity money, secured as well by former treaties as the present, shall be paid west of the Mississippi to such portion of the nation as shall have removed thither during the ensuing three years. After which time the whole amount of the annuities shall be paid at their location west of the Mississippi." 7 Stat. at L. 431.

The articles supplementary, of September 27, provided as follows (7 Stat. at L. 442):

"Article 1st. The said chiefs and head men cede to the United States all their land situate in the territory of Michigan south of Grand river, being the reservation at Notawasepe, of 4 miles **701**] *square, contained in the 3d clause of the 2d article of the treaty made at Chicago on the 29th day of August, 1821; and the ninety-nine sections of land contained in the treaty made at St. Joseph on the 19th day of September, 1827; and also the tract of land on St. Joseph river opposite the town of Niles, and extending to the line of the state of Indiana, on which the villages of To-pe-ne-bee and Pokagon are situated, supposed to contain about 49 sections.

"Article 2d. In consideration of the above cession it is hereby agreed that the said chiefs and head men and their immediate tribes shall be considered as parties to the said treaty to which this is supplementary, and be entitled to participate in all the provisions therein contained as a part of the United Nation; and further, that there shall be paid by the United States the sum of $100,000, to be applied as follows:" Here follows a specific disposition of $60,000 of it.

And then this is added:

"And $40,000 to be paid in annuities of $2000 a year for twenty years, in addition to the $280,000 inserted in the treaty, and divided into payments of $14,000 a year.

"Article 3d. All the Indians residing on the said reservations in Michigan shall remove therefrom within three years from this date, during which time they shall not be disturbed in their possession, nor in hunting upon the lands as heretofore. In the meantime no interruption shall be offered to the survey and sale of the same by the United States. In case, however, the said Indians shall sooner remove the government may take immediate possession thereof."

On page 445 appears the following, signed by eight Indians but not signed by the commissioners:

"On behalf of the chiefs and head men of the United Nation of Indians who signed the treaty to which these articles are supplementary, we hereby, in evidence of our concurrence therein, become parties thereto.

"And as since signing of the treaty a part of the band *residing on the reservations in [**702** the territory of Michigan have requested, on account of their religious creed, permission to remove to the northern part of the peninsula of Michigan, it is agreed that in case of such removal the just proportion of all annuities payable to them under former treaties, and that arising from the sale of the reservation on which they now reside shall be paid to them at l'Arbre Croche."

The court below held, with the United States, that under these provisions these claimants were entitled, not to the whole, but to "a just proportion" of this annuity provided for in the supplemental articles of September 27, 1833; and in this view we concur.

It was admitted that the one year's annuity, $2000, had been paid, leaving to be paid $38,000, of which amount the court awarded in favor of the claimants, as "a just proportion thereof," the sum of $3653.60. The court arrived at this particular sum by taking the number of the Indians who went west at 2812, and the number of those who were permitted to remain east as 291.

It is claimed that the court below erred in this method of computation, because it gives an interest to Indians who were not entitled under the supplemental treaty of September 27, 1833, to participate in this fund. An examination of that treaty shows that the annuity of $2000 for twenty years was in part consideration of the cession by the Indians who took part in it of 49 sections of reservations on which they were then settled; and it is claimed with considerable force that the proceeds of the sale of such reservations, so far as this annuity was concerned, should be distributed among the Indians on whose behalf the supplemental treaty was made, to the exclusion of those who had made the treaty of the day before.

However, we think the court below was right in refusing to adopt this view of the case, and in regarding the two treaties as substantially one, and that, therefore, this annuity was distributable among both classes, giving to those who were permitted to remain east "a just proportion thereof."

The conclusion arrived at by the court below, in its 8th *finding, was that, under the [**703** several treaties and upon the entire account, there had accrued to the entire tribe, those who had gone west and those who had remained in Michigan and Indiana, the sum of $1,482,800; that the portion of this that belonged to the petitioners was $134,363.26. To this is to be added the proportion awarded the petitioner of the $2000 annuity under the supplemental treaty of September 27, 1833, being, as we have already seen, $3653.60. The court below further awarded the petitioners, as their proportionate share of the money due and unpaid of the perpetual annuities under the treaties of September 26 and 27, 1833, the sum of $41,026. As against these sums the court below charged the petitioners with the sum of $75,162.50, which amount it is admitted has been received. The court below was urged to decree that the perpetual annuities under said treaties should be reduced to a cash basis, as of the present time, and be now paid. Such a disposition of these annuities would be a very

convenient one, and all the claims of the petitioners would thereby be finally closed. But the court properly held that no power had been given it to convert the perpetual annuities into a sum for present payment; and that matter must be left to be hereafter dealt with by Congress.

As the United States took no appeal, the several contentions on their behalf are not before us for consideration.

Accepting, as we must do, the facts of the case as found by the court below, we perceive no error in its decree establishing the sum due to the petitioners.

How the moneys so awarded shall be distributed among the several claimants it is not easy for us to say. The findings of the court below, and the contradictory statements of the several briefs filed by the appellants, have left this part of this subject in a very confused condition. The court says:

"The second section that said action shall be commenced by petition, stating the facts, and that the same may be verified by a 'business committee,' or authorized attorney of said Indians. Each of the petitions in this proceeding is verified by the affidavit of the attorney appearing in each case, and in that particular are 704] identical. In each *case it appears that by special appointment the attorneys represent some of the Pottawatomies who remained in the states of Indiana and Michigan, under the supplementery article to the treaty of September 27, 1833. In this view of the statute the court allows the motion of the defendants to consolidate the cases made on the 8th day of January, 1891, and overrules the motion to dismiss cause No. 16,842, made on the 19th of January, 1891.

"This brings the issue by both petitioners to the consideration of the court, to be disposed of upon one broad ground of the right of all the Pottawatomies of Michigan and Indiana. Congress have recognized by the very title of the Act a claimant designated as the 'Pottawatomie Indians of Michigan and Indiana,' and under that generic head is to be determined the aggregate right of such claimant, leaving the question of distribution to that department of the government, which by law has incumbent on it the administration of the trust which in legal contemplation exists between the United States and the different tribes of Indians."

On the other hand, it is contended, with great show of reason, by the petitioners who are represented in case No. 1125 (16,842 in the court below) that the question of what Indians are entitled to participate in the fund is one of law, to be settled by the court, and should not be left to clerical functionaries. Our difficulty, in disposing of this part of the subject, is that we have neither findings nor concessions that enable us to deal with it intelligently.

It is to be observed that the court below found, as a fact (see finding 10) that the average proportion between the Indians who removed west and those who remained was as 2812 of the former to 291 of the latter, and the court used that relative proportion of numbers as a factor in computing the amount due the petitioners.

The petitioners, however, number 1371 in case No. 1125, but the number represented in No. 1133 (16,473 in the court below) is not precisely stated. It is alleged in the brief filed in behalf of petitioners in case No. 1125 that only 91 Indians are actually represented in case No. 1133, and that the *other 200 Indians [705 are among those represented in case No. 1125.

But these facts are not found for us in any authoritative form. Nor, indeed, would it seem that the court below was furnished with information sufficient to enable it to define what Indians or what number of Indians, entitled to distribution, are represented by the respective attorneys or agents.

Unable as we are to safely adjudicate this question as between these classes of claimants, we can do no better than acquiesce in the suggestion of the court below, that it is one to be dealt with by the authorities of the government when they come to distribute the fund.

As these petitioners no longer have any tribal organization, and as the statutes direct a division, of the annuities and other sums payable, by the head, and as such has been the practice of the government, perhaps the necessities of the situation demand that the identification of each claimant entitled to share in the distribution shall be left to the officers who are the agents of the government in paying out the fund. *United States* v. *"Old Settlers,"* *ante*, p. 509.

The decree of the court below is affirmed.

court's decision in The Pennsylvania, 19 Wall. 125, 22 L. ed. 148, a [433] privileged vessel, which, before a collision with a burdened vessel, ported her helm in violation (*prima facie*, at least) of article 21 of the International Regulations, may be held responsible for the collision, . . ."

"Subsequent to the decision of the circuit court of appeals your petitioner instituted proceedings for limitation of liability, which, after the denial by this court of the original petition, were prosecuted to a decree under which payments were made to the respondents by the clerk of the district court. As these payments were made under compulsion, they would be recoverable by your petitioner in the event that this court should reverse the decision of the circuit court of appeals."

In their memorandum opposing the second petition for certiorari, counsel for the Insurance Association said: "The case is settled and closed." And after referring to steps taken in the limitation proceeding, and quoting from the decree therein, dated April 22, 1915, they added: "All the claimants have been paid the respective proportions of the fund ascertained to be due them, and have executed receipts of discharge in the terms provided by the decree. The case is, therefore, finally closed and settled as between all the parties, and such settlements have been made without any reservation of rights on the part of the petitioner."

We were not advised by petition of June 15, 1915, or memorandum opposing it, that the final decree in the limitation proceedings was based upon an express compromise agreement; otherwise the writ would not have been allowed. At the hearing counsel expressed different views concerning the ultimate effect of that decree and the reasons for its form; and they made it quite plain that there was no purpose to mislead us. Nevertheless, in the circumstances, we think it was incumbent upon counsel for both sides to see that the petition and reply thereto disclosed the real situation. The oversight has resulted [434] in unfortunate delay and needless consumption of time.

During the last term one hundred fifty-four petitions for certiorari were presented and acted upon. Because of recent legislation—Act of September 6, 1916, chap. 448, 39 Stat. at L. 726—their number hereafter may greatly increase. Such petitions go first to every member of the court for examination, and are then separately considered in conference. This duty must be promptly discharged. We are not aided by oral arguments, and necessarily rely in an especial way upon petitions, replies, and supporting briefs. Unless these are carefully prepared, contain *appropriate* references to the record, and present with *studied accuracy, brevity, and clearness* whatever is essential to ready and adequate understanding of points requiring our attention, the rights of interested parties may be prejudiced and the court will be impeded in its efforts properly to dispose of the causes which constantly crowd its docket.

Dismissed.

JOHN WILLIAMS, Chief; Michael Williams, Secretary, et al., Appts.,
v.
CITY OF CHICAGO, Illinois Central Railroad Company, et al.

(See S. C. Reporter's ed. 434–438.)

Indians — relative title of Indians and government — occupancy or fee.

1. The only possible immemorial right which the Pottawatomie Nation had in the country claimed as their own at the time of the concluding of the Greenville Treaty of Peace of August 3, 1795 (7 Stat. at L. 51), was that of occupancy.

[For other cases, see Indians, V., in Digest Sup. Ct. 1908.]

Indians — tribal lands — treaty stipulations — occupancy or fee.

2. Nothing more than a right of continued occupancy could be claimed by the Indians under the Greenville Treaty of Peace of August 3, 1795 (7 Stat. at L. 51), by which the United States stipulated with the Pottawatomies and other Indians that, generally, in respect of a large territory westward of a line passing through Ohio, "the Indian tribes who have a right to those lands are quietly to enjoy them, hunting, planting, and dwelling thereon so long as they please, without any molestation from the United States; but when those tribes, or any of them, shall be disposed to sell

Note.—As to enforceability of rights of Indians in court of justice—see note to Missouri P. R. Co. v. Cullers, 13 L.R.A. 542.

As to titles derived from Indian sources—see Briggs v. Sample, 10 L.R.A. 132.

As to construction and operation of treaties—see note to United States v. The Amistad, 10 L. ed. U. S. 826.

As to rights and status of Indians—see note to Worcester v. Georgia, 8 L. ed. U. S. 484.

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their lands or any part of them, they are to be sold only to the United States; and until such sale, the United States will protect all the said Indian tribes in the quiet enjoyment of their lands against all citizens of the United States and against all other white persons who intrude upon the same." When this right of occupancy was abandoned, all legal right or interest which both tribe and its members had in the territory came to an end.

[For other cases, see Indians, V., in Digest Sup. Ct. 1908.]

[No. 128.]

Argued December 22, 1916. Decided January 8, 1917.

APPEAL from the District Court of the United States for the Northern District of Illinois to review a decree dismissing the bill in a suit by Pottawatomie Indians to establish title to lands reclaimed from Lake Michigan. Affirmed.

The facts are stated in the opinion.

Mr. **J. G. Grossberg** argued the cause, and, with Mr. W. W. De Armond, filed a brief for appellants:

The primary title to the country known to history as the Northwest Territory, whatever the nature of that title, was in the Indians.

Northern P. R. Co. v. United States, 227 U. S. 355, 366, 57 L. ed. 544, 550, 33 Sup. Ct. Rep. 368; Johnson v. M'Intosh, 8 Wheat. 543, 547, 596, 5 L. ed. 681, 682, 694; Barker v. Harvey, 181 U. S. 481, 45 L. ed. 963, 21 Sup. Ct. Rep. 690; Mitchel v. United States, 9 Pet. 711, 754, 9 L. ed. 283, 298; United States v. Joseph, 94 U. S. 614, 24 L. ed. 295; Fellows v. Blacksmith, 19 How. 366, 15 L. ed. 684; Worcester v. Georgia, 6 Pet. 515, 544, 545, 8 L. ed. 483, 495; Indian Land Cessions, 535, 553, 554, 640; 1 American State Papers, Class II, "Indian Affairs," pp. 13, 53.

This title included lakes and rivers and their islands and the submerged lands as well as the upland.

Winters v. United States, 207 U. S. 564, 52 L. ed. 340, 28 Sup. Ct. Rep. 207; Knight v. United Land Asso. 142 U. S. 161, 35 L. ed. 974, 12 Sup. Ct. Rep. 258; San Francisco v. Le Roy, 138 U. S. 656, 34 L. ed. 1096, 11 Sup. Ct. Rep. 364; 1 American State Papers, Class R. pp. 573, 574.

The treaty of cession of 1783 whereby the country was ceded by Great Britain to the United States conveyed merely whatever claim or title Great Britain had, and was subject to that of the Indians. In other words, the United States acquired no greater title than Great Britain had before that.

Worcester v. Georgia, 6 Pet. 515, 544, 555, 8 L. ed. 483, 495, 499; Johnson v. M'Intosh, 8 Wheat. 543, 584, 5 L. ed. 681, 691; United States v. Percheman, 7 Pet. 51, 86, 8 L. ed. 604, 617; Mitchel v. United States, 9 Pet. 711, 734, 9 L. ed. 283, 291; Strother v. Lucas, 12 Pet. 410, 435, 9 L. ed. 1137, 1146; Wilson v. Wall, 6 Wall. 83, 18 L. ed. 727; Holden v. Joy, 17 Wall. 211, 21 L. ed. 523; Francis v. Francis, 203 U. S. 233, 239, 51 L. ed. 165, 167, 27 Sup. Ct. Rep. 129.

The so-called Greenville Treaty of August 3, 1795, between the United States and the twelve Indian Nations or Tribes of the Northwest Territory, was, for practical purposes, a deed in partition; and each party to the partition took an absolute fee-simple title in the part deeded to him.

Worcester v. Georgia, 6 Pet. 515, 553, 582, 8 L. ed. 483, 498, 508; Rutherford v. Greene, 2 Wheat. 196, 4 L. ed. 218; New York Indians v. United States, 170 U. S. 1, 16, 20, 42 L. ed. 927, 932, 934, 18 Sup. Ct. Rep. 531; Libby v. Clark, 118 U. S. 250, 30 L. ed. 133, 6 Sup. Ct. Rep. 1045; Winters v. United States, 207 U. S. 564, 576, 52 L. ed. 340, 346, 28 Sup. Ct. Rep. 207; Jones v. Meehan, 175 U. S. 1, 10–12, 44 L. ed. 49, 53, 54, 20 Sup. Ct. Rep. 1; Kansas Indians (Blue Jacket v. Johnson County) 5 Wall. 737, 18 L. ed. 667; Choctaw Nation v. United States, 119 U. S. 1, 30 L. ed. 306, 7 Sup. Ct. Rep. 75; Choate v. Trapp, 224 U. S. 665, 675, 56 L. ed. 941, 945, 32 Sup. Ct. Rep. 565; Northern P. R. Co. v. United States, 227 U. S. 355, 366, 367, 57 L. ed. 544, 550, 551, 33 Sup. Ct. Rep. 368; United States v. Rickert, 188 U. S. 432, 47 L. ed. 532, 23 Sup. Ct. Rep. 478; Indian Land Cessions, p. 535; Francis v. Francis, 203 U. S. 233, 239, 51 L. ed. 165, 167, 27 Sup. Ct. Rep. 129; United States v. Paine Lumber Co. 206 U. S. 467, 473, 51 L. ed. 1139, 1142, 27 Sup. Ct. Rep. 697.

As between the twelve Indian nations who were party to the Greenville Treaty the land was held in severalty by the respective Nations; and the land in question was the property of the United Nation of Ottawas, Chippewas, and Pottawatomies; usually, though, referred to as the Pottawatomie Tribe or Nation.

Doe ex dem. Mann v. Wilson, 23 How. 457, 16 L. ed. 584; Phineas Pam-To-Pee v. United States, 148 U. S. 691, 37 L. ed. 613, 13 Sup. Ct. Rep. 742.

Prior to 1871 there was no way of

extinguishing the title to any Indian land except by conquest or by voluntary cession from the Indians to the government.

2 Kappler, Indian Affairs, p. 42; United States v. 43 Gallons of Whisky (United States v. Lariviere) 93 U. S. 188, 23 L. ed. 846; Annual Report of Commissioner of Indian Affairs for 1890, p. 29; New York Indians (Fellows v. Denniston) 5 Wall. 761, 18 L. ed. 708; New York v. Dibble, 21 How. 366, 16 L. ed. 149.

The nature of the Indian title which existed prior to the Greenville Treaty is entirely immaterial, for courts cannot go behind a treaty.

Fellows v. Blacksmith, 19 How. 366, 15 L. ed. 684; United States v. Paine Lumber Co. 206 U. S. 467, 51 L. ed. 1139, 27 Sup. Ct. Rep. 697; Worcester v. Georgia, 6 Pet. 515, 593, 8 L. ed. 483, 512.

A sole exception to the absolute right to the soil in the Indians, even independently of the Treaty of Greenville, was that imposed by irresistible power which excluded them from intercourse with any other European potentate, and imposed restrictions upon alienation of their land accordingly.

Worcester v. Georgia, 6 Pet. 515, 559, 8 L. ed. 483, 500.

There can be no claim of title upon the theory of abandonment. Affirmative action is required on the part of the Indians and also a legislative or judicial proceeding in the nature of an inquest of office to constitute an abandonment of title. Mere failure to assert title is not sufficient.

Mitchel v. United States, 9 Pet. 711, 742, 749, 9 L. ed. 283, 294, 297; New York Indians v. United States, 170 U. S. 1, 20, 42 L. ed. 927, 934, 18 Sup. Ct. Rep. 531; Schulenberg v. Harriman, 21 Wall. 44, 22 L. ed. 551; Van Wyck v. Knevals, 106 U. S. 360, 27 L. ed. 201, 1 Sup. Ct. Rep. 336; St. Louis I. M. & S. R. Co. v. McGee, 115 U. S. 469, 29 L. ed. 446, 6 Sup. Ct. Rep. 123; Rowland v. Ladiga, 21 Ala. 9; Indian Land Cessions, pp. 535, 539.

At least, cessation of occupancy must be in pursuance of agreement of cession, to constitute abandonment.

Buttz v. Northern P. R. Co. 119 U. S. 55, 30 L. ed. 330, 7 Sup. Ct. Rep. 100.

Even treating the Indian title as one of permanent occupancy, that title is superior to the title of the government, and limits necessarily its power of disposal.

Barker v. Harvey, 181 U. S. 481, 45 L. ed. 963, 21 Sup. Ct. Rep. 690; New York Indians v. United States, 170 U. S. 1, 20, 42 L. ed. 927, 934, 18 Sup. Ct. Rep. 531; United States v. Joseph, 94 U. S. 614, 24 L. ed. 295.

Even the right of occupancy can be extinguished only by voluntary cession to the government.

United States v. 43 Gallons of Whisky (United States v. Lariviere) 93 U. S. 188, 23 L. ed. 846; Leavenworth, L. & G. R. Co. v. United States, 92 U. S. 733, 23 L. ed. 634; Buttz v. Northern P. R. Co. 119 U. S. 55, 30 L. ed. 330, 7 Sup. Ct. Rep. 100.

It is not enough that the complainants' ancestors had removed from the vicinity of the lands in question. Their removal without sale does not affect their title.

New York Indians (Fellows v. Denniston) 5 Wall. 761, 18 L. ed. 708; New York v. Dibble, 21 How. 366, 16 L. ed. 149; United States v. 43 Gallons of Whisky (United States v. Lariviere) 93 U. S. 188, 23 L. ed. 846; Choate v. Trapp, 224 U. S. 665, 678, 56 L. ed. 941, 947, 32 Sup. Ct. Rep. 565; Cherokee Tobacco (Boudinot v. United States) 11 Wall. U. S. 616, 20 L. ed. 227.

If the Pottawatomie Nation be considered to have taken the land in question from the United States under the Greenville Treaty, conditioned upon their "hunting and dwelling thereon," their ceasing to "hunt and dwell" thereon, if at all applicable to the then submerged land, would constitute a condition subsequent, and, as such, it could be set up only by the grantor, the United States, and the United States may waive it.

Holden v. Joy, 17 Wall. 211, 21 L. ed. 523; Buttz v. Northern P. R. Co. 119 U. S. 55, 30 L. ed. 330, 7 Sup. Ct. Rep. 100; Beecher v. Wetherby, 95 U. S. 517, 24 L. ed. 440; Schulenberg v. Harriman, 21 Wall. 44, 22 L. ed. 551; St. Louis, I. M. & S. R. Co. v. McGee, 115 U. S. 469, 29 L. ed. 446, 6 Sup. Ct. Rep. 123.

Mr. **W. S. Horton** argued the cause, and, with Messrs. Robert Redfield, W. D. McKenzie, and Francis O'Shaughnessy, filed a brief for appellees:

The United States, like the British government before it, holds the sovereignty and the ultimate title to all lands occupied by the Indians within the geographical limits of this country; the Indian right is that of mere occupancy, which the government may extinguish either by purchase or conquest.

Johnson v. M'Intosh, 8 Wheat. 543, 573, 586–588, 5 L. ed. 681, 688, 691, 692;

Mitchel v. United States, 9 Pet. 711, 745, 9 L. ed. 283, 295; United States v. Cook, 19 Wall. 591, 592, 22 L. ed. 210, 211; Shively v. Bowlby, 152 U. S. 1, 14, 38 L. ed. 331, 337, 14 Sup. Ct. Rep. 548; Martin v. Waddell, 16 Pet. 367, 409, 410, 10 L. ed. 997, 1012, 1013; United States v. Rogers, 4 How. 567, 571, 11 L. ed. 1105, 1106; Cherokee Nation v. Georgia, 5 Pet. 1, 48, 8 L. ed. 25, 42.

The court will take notice that whatever of occupancy the Indian tribes had of the waters or submerged lands of Lake Michigan in question has long been abandoned; that they have not occupied even the adjoining lands for more than seventy-five years. When there is abandonment by the Indians of occupied territory, their rights therein cease.

United States v. Cook, 19 Wall. 591, 593, 22 L. ed. 210, 211; Cherokee Nation v. Georgia, 5 Pet. 1, 16, 8 L. ed. 25, 30; United States v. Arredondo, 6 Pet. 691, 746, 8 L. ed. 547, 567.

The treaties upon which complainants rely do not cede the Great Lakes to the Indians. The description of the territory relinquished by the United States is of "Indian lands" "westward and southward of the Great Lakes and the waters uniting them."

Shively v. Bowlby, 152 U. S. 1, 13, 38 L. ed. 331, 336, 14 Sup. Ct. Rep. 548; Martin v. Waddell, 16 Pet. 367, 411, 10 L. ed. 997, 1013.

The complainants rely upon the Treaty of August 3, 1795, but an examination of it discloses no intention on the part of the United States to relinquish to the Indian tribes any other title than that of occupancy, and none whatever in the waters of Lake Michigan or its submerged lands. The relinquishment was of "Indian lands," which were described as "westward and southward of the Great Lakes;" and all of those lands were subsequently re-ceded to the United States by treaties of which the court will take judicial notice.

Worcester v. Georgia, 6 Pet. 515, 8 L. ed. 483; United States v. The Peggy, 1 Cranch, 103, 2 L. ed. 49; Talbot v. Seeman, 1 Cranch, 37, 40, 2 L. ed. 26, 27; United States v. Reynes, 9 How. 127, 147, 13 L. ed. 74, 82; Myers v. Mathis, 2 Ind. Terr. 3, 46 S. W. 178; Kreuger v. Schultz, 6 N. D. 310, 70 N. W. 269; United States v. Beebe, 2 Dak. 292, 11 N. W. 505; Gay v. Thomas, 5 Okla. 1, 46 Pac. 578; United States v. Martin, 8 Sawy. 473, 14 Fed. 817; United States v. Rauscher, 119 U. S. 407, 418, 30 L. ed. 425, 428, 7 Sup. Ct. Rep. 234, 6 Am. Crim. Rep. 222.

The continuous exercise of sovereignty and acts of ownership over the waters of the Great Lakes, together with the recession to the United States of all the "Indian lands" covered by the earlier treaties, is consistent only with a purpose to free all this territory from Indian claims. Any recognition of sovereignty over or ownership of Lake Michigan or its submerged lands will be utterly inconsistent with the government's policy, the treaties, and the repeated decisions of this court.

Lone Wolf v. Hitchcock, 187 U. S. 553, 565, 47 L. ed. 299, 306, 23 Sup. Ct. Rep. 216; Stephens v. Cherokee Nation, 174 U. S. 445, 483, 43 L. ed. 1041, 1054, 19 Sup. Ct. Rep. 722; Choate v. Trapp, 224 U. S. 665, 671, 56 L. ed. 941, 944, 32 Sup. Ct. Rep. 565; Missouri, K. & T. R. Co. v. Roberts, 152 U. S. 114, 116, 38 L. ed. 377, 379, 14 Sup. Ct. Rep. 496; Kindred v. Union P. R. Co. 94 C. C. A. 112, 168 Fed. 648.

Mr. **Chester E. Cleveland** also argued the cause, and, with Mr. Samuel Ettelson, filed a brief for appellees:

The fact that for practically a century the United States, and, under it, the state of Illinois and its municipalities and private owners, have been openly and notoriously asserting sovereignty and ownership, and acting with respect to these lands in a manner utterly inconsistent with the construction now sought to be put upon ancient documents and treaties, coupled with the further fact that the entire world, including these appellant Indians and their ancestors, has acquiesced during all this long time in such assertions and actions, is the very best evidence that such ancient documents and treaties are not susceptible of the construction now sought to be put upon them.

13 Cyc. 608, 609.

Mr. Justice **McReynolds** delivered the opinion of the court:

The claim set up in this cause is without merit, and the amended bill was properly dismissed, upon motion, for want of equity.

Complainants are eight Pottawatomie Indians, members of the Pokagon Band, and residents of Michigan. They undertake to sue "on behalf of themselves and of all members of the Pokagon Band of Pottawatomie Indians, and of all other members of the Pottawatomie Nation of Indians, if any are entitled to join herein with them, and of all others, if any, who are entitled to join herein with them."

Defendants are the city of Chicago and certain corporations now occupying valuable lands within the geographical limits of Illinois, which have been reclaimed from Lake Michigan.

The bill proceeds upon this theory:

That from time immemorial, on August 3, 1795, and [**436**] thereafter, the Pottawatomie Indians were the owners and in possession as a sovereign nation, as their country, of large tracts of land around and along the shores of Lake Michigan, south of a line running from Milwaukee river, Wisconsin, to Grand river, Michigan, and extending "east and west of said two points and including all of Lake Michigan which is south of said line,"—a stretch of a hundred miles.

That by the Treaty of Peace entered into at Greenville, Ohio, August 3, 1795, the United States relinquished to the Pottawatomie and other tribes their claims to Indian lands westward of a designated line passing through the state of Ohio, and lying "northward of the River Ohio, eastward of the Mississippi, and westward and southward of the Great Lakes and the waters uniting them, according to the boundary line agreed on by the United States and the King of Great Britain in the Treaty of Peace made between them in the year of 1783 [8 Stat. at L. 80]." [7 Stat. at L. 51.]

That by later treaties the Pottawatomie Nation receded to the United States all such lands up to the shores of Lake Michigan, but those within the geographical limits of Illinois which were formerly beneath the waters of Lake Michigan, "whether reclaimed, artificially made, or now or formerly submerged . . . have remained and still are the property of these complainants . . . and any attempts on the part of any persons, firms, and corporations to appropriate same, or any part thereof, were and are in violation of said treaties and the rights of these complainants."

That in 1833, with the exception of the Pokagon Band, in pursuance of a treaty with the United States, the Pottawatomie Nation migrated west of the Mississippi river, leaving that band in possession, occupation, control, and sovereignty of so much of the Nation's original country as remained unceded.

That the United States has refused to purchase the reclaimed [**437**] lands and consequently complainants are at liberty to occupy, sell, lease, or dispose of the same as their own in fee simple.

The bill prays that defendants be enjoined from occupying or building upon the specified land, or from asserting any claim, title, or interest therein; that they be required to pay a reasonable compensation for its use; and that the complainants' title thereto be quieted, established, and confirmed.

The only possible immemorial right which the Pottawatomie Nation had in the country claimed as their own in 1795 was that of occupancy. Johnson v. M'Intosh, 8 Wheat. 543, 5 L. ed. 681. If, in any view, it ever held possession of the property here in question, we know historically that this was abandoned long ago, and that for more than a half century it has not even pretended to occupy either the shores or waters of Lake Michigan within the confines of Illinois.

By the Treaty of Greenville the United States stipulated with the Pottawatomies and other Indians that generally, in respect of a large territory westward of a line passing through Ohio, "the Indian tribes who have a right to those lands are quietly to enjoy them, hunting, planting and dwelling thereon so long as they please, without any molestation from the United States; but when those tribes, or any of them, shall be disposed to sell their lands, or any part of them, they are to be sold only to the United States; and until such sale, the United States will protect all the said Indian tribes in the quiet enjoyment of their lands against all citizens of the United States, and against all other white persons who intrude upon the same." We think it entirely clear that this treaty did not convey a fee-simple title to the Indians; that under it no tribe could claim more than the right of continued occupancy; and that when this was abandoned, all legal right or interest which both tribe and its members had in the [**438**] territory came to an end. Johnson v. M'Intosh, 8 Wheat. 543, 584, 586, 588, 5 L. ed. 681, 691, 692; Mitchel v. United States, 9 Pet. 711, 745, 9 L. ed. 283, 295; United States v. Cook, 19 Wall. 591, 592, 22 L. ed. 210, 211; Beecher v. Wetherby, 95 U. S. 517, 525, 24 L. ed. 440, 441.

It is unnecessary to consider other reasons suggested by counsel in support of the decree below.

Affirmed.

their lands or any part of them, they are to be sold only to the United States; and until such sale, the United States will protect all the said Indian tribes in the quiet enjoyment of their lands against all citizens of the United States and against all other white persons who intrude upon the same." When this right of occupancy was abandoned, all legal right or interest which both tribe and its members had in the territory came to an end.

[For other cases, see Indians, V., in Digest Sup. Ct. 1908.]

[No. 128.]

Argued December 22, 1916. Decided January 8, 1917.

APPEAL from the District Court of the United States for the Northern District of Illinois to review a decree dismissing the bill in a suit by Pottawatomie Indians to establish title to lands reclaimed from Lake Michigan. Affirmed.

The facts are stated in the opinion.

Mr. J. G. Grossberg argued the cause, and, with Mr. W. W. De Armond, filed a brief for appellants:

The primary title to the country known to history as the Northwest Territory, whatever the nature of that title, was in the Indians.

Northern P. R. Co. v. United States, 227 U. S. 355, 366, 57 L. ed. 544, 550, 33 Sup. Ct. Rep. 368; Johnson v. M'Intosh, 8 Wheat. 543, 547, 596, 5 L. ed. 681, 682, 694; Barker v. Harvey, 181 U. S. 481, 45 L. ed. 963, 21 Sup. Ct. Rep. 690; Mitchel v. United States, 9 Pet. 711, 754, 9 L. ed. 283, 298; United States v. Joseph, 94 U. S. 614, 24 L. ed. 295; Fellows v. Blacksmith, 19 How. 366, 15 L. ed. 684; Worcester v. Georgia, 6 Pet. 515, 544, 545, 8 L. ed. 483, 495; Indian Land Cessions, 535, 553, 554, 640; 1 American State Papers, Class II, "Indian Affairs," pp. 13, 53.

This title included lakes and rivers and their islands and the submerged lands as well as the upland.

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The so-called Greenville Treaty of August 3, 1795, between the United States and the twelve Indian Nations or Tribes of the Northwest Territory, was, for practical purposes, a deed in partition; and each party to the partition took an absolute fee-simple title in the part deeded to him.

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Johnson v. M'Intosh, 8 Wheat. 543, 573, 586–588, 5 L. ed. 681, 688, 691, 692;

Mitchel v. United States, 9 Pet. 711, 745, 9 L. ed. 283, 295; United States v. Cook, 19 Wall. 591, 592, 22 L. ed. 210, 211; Shively v. Bowlby, 152 U. S. 1, 14, 38 L. ed. 331, 337, 14 Sup. Ct. Rep. 548; Martin v. Waddell, 16 Pet. 367, 409, 410, 10 L. ed. 997, 1012, 1013; United States v. Rogers, 4 How. 567, 571, 11 L. ed. 1105, 1106; Cherokee Nation v. Georgia, 5 Pet. 1, 48, 8 L. ed. 25, 42.

The court will take notice that whatever of occupancy the Indian tribes had of the waters or submerged lands of Lake Michigan in question has long been abandoned; that they have not occupied even the adjoining lands for more than seventy-five years. When there is abandonment by the Indians of occupied territory, their rights therein cease.

United States v. Cook, 19 Wall. 591, 593, 22 L. ed. 210, 211; Cherokee Nation v. Georgia, 5 Pet. 1, 16, 8 L. ed. 25, 30; United States v. Arredondo, 6 Pet. 691, 746, 8 L. ed. 547, 567.

The treaties upon which complainants rely do not cede the Great Lakes to the Indians. The description of the territory relinquished by the United States is of "Indian lands" "westward and southward of the Great Lakes and the waters uniting them."

Shively v. Bowlby, 152 U. S. 1, 13, 38 L. ed. 331, 336, 14 Sup. Ct. Rep. 548; Martin v. Waddell, 16 Pet. 367, 411, 10 L. ed. 997, 1013.

The complainants rely upon the Treaty of August 3, 1795, but an examination of it discloses no intention on the part of the United States to relinquish to the Indian tribes any other title than that of occupancy, and none whatever in the waters of Lake Michigan or its submerged lands. The relinquishment was of "Indian lands," which were described as "westward and southward of the Great Lakes;" and all of those lands were subsequently re-ceded to the United States by treaties of which the court will take judicial notice.

Worcester v. Georgia, 6 Pet. 515, 8 L. ed. 483; United States v. The Peggy, 1 Cranch, 103, 2 L. ed. 49; Talbot v. Seeman, 1 Cranch, 37, 40, 2 L. ed. 26, 27; United States v. Reynes, 9 How. 127, 147, 13 L. ed. 74, 82; Myers v. Mathis, 2 Ind. Terr. 3, 46 S. W. 178; Kreuger v. Schultz, 6 N. D. 310, 70 N. W. 269; United States v. Beebe, 2 Dak. 292, 11 N. W. 505; Gay v. Thomas, 5 Okla. 1, 46 Pac. 578; United States v. Martin, 8 Sawy. 473, 14 Fed. 817; United States v. Rauscher, 119 U. S. 407, 418, 30 L. ed. 425, 428, 7 Sup. Ct. Rep. 234, 6 Am. Crim. Rep. 222.

The continuous exercise of sovereignty and acts of ownership over the waters of the Great Lakes, together with the recession to the United States of all the "Indian lands" covered by the earlier treaties, is consistent only with a purpose to free all this territory from Indian claims. Any recognition of sovereignty over or ownership of Lake Michigan or its submerged lands will be utterly inconsistent with the government's policy, the treaties, and the repeated decisions of this court.

Lone Wolf v. Hitchcock, 187 U. S. 553, 565, 47 L. ed. 299, 306, 23 Sup. Ct. Rep. 216; Stephens v. Cherokee Nation, 174 U. S. 445, 483, 43 L. ed. 1041, 1054, 19 Sup. Ct. Rep. 722; Choate v. Trapp, 224 U. S. 665, 671, 56 L. ed. 941, 944, 32 Sup. Ct. Rep. 565; Missouri, K. & T. R. Co. v. Roberts, 152 U. S. 114, 116, 38 L. ed. 377, 379, 14 Sup. Ct. Rep. 496; Kindred v. Union P. R. Co. 94 C. C. A. 112, 168 Fed. 648.

Mr. **Chester E. Cleveland** also argued the cause, and, with Mr. Samuel Ettelson, filed a brief for appellees:

The fact that for practically a century the United States, and, under it, the state of Illinois and its municipalities and private owners, have been openly and notoriously asserting sovereignty and ownership, and acting with respect to these lands in a manner utterly inconsistent with the construction now sought to be put upon ancient documents and treaties, coupled with the further fact that the entire world, including these appellant Indians and their ancestors, has acquiesced during all this long time in such assertions and actions, is the very best evidence that such ancient documents and treaties are not susceptible of the construction now sought to be put upon them.

13 Cyc. 608, 609.

Mr. Justice **McReynolds** delivered the opinion of the court:

The claim set up in this cause is without merit, and the amended bill was properly dismissed, upon motion, for want of equity.

Complainants are eight Pottawatomie Indians, members of the Pokagon Band, and residents of Michigan. They undertake to sue "on behalf of themselves and of all members of the Pokagon Band of Pottawatomie Indians, and of all other members of the Pottawatomie Nation of Indians, if any are entitled to join herein with them, and of all others, if any, who are entitled to join herein with them."

Defendants are the city of Chicago and certain corporations now occupying valuable lands within the geographical limits of Illinois, which have been reclaimed from Lake Michigan.

The bill proceeds upon this theory:

That from time immemorial, on August 3, 1795, and [436] thereafter, the Pottawatomie Indians were the owners and in possession as a sovereign nation, as their country, of large tracts of land around and along the shores of Lake Michigan, south of a line running from Milwaukee river, Wisconsin, to Grand river, Michigan, and extending "east and west of said two points and including all of Lake Michigan which is south of said line,"—a stretch of a hundred miles.

That by the Treaty of Peace entered into at Greenville, Ohio, August 3, 1795, the United States relinquished to the Pottawatomie and other tribes their claims to Indian lands westward of a designated line passing through the state of Ohio, and lying "northward of the River Ohio, eastward of the Mississippi, and westward and southward of the Great Lakes and the waters uniting them, according to the boundary line agreed on by the United States and the King of Great Britain in the Treaty of Peace made between them in the year of 1783 [8 Stat. at L. 80]." [7 Stat. at L. 51.]

That by later treaties the Pottawatomie Nation receded to the United States all such lands up to the shores of Lake Michigan, but those within the geographical limits of Illinois which were formerly beneath the waters of Lake Michigan, "whether reclaimed, artificially made, or now or formerly submerged . . . have remained and still are the property of these complainants . . . and any attempts on the part of any persons, firms, and corporations to appropriate same, or any part thereof, were and are in violation of said treaties and the rights of these complainants."

That in 1833, with the exception of the Pokagon Band, in pursuance of a treaty with the United States, the Pottawatomie Nation migrated west of the Mississippi river, leaving that band in possession, occupation, control, and sovereignty of so much of the Nation's original country as remained unceded.

That the United States has refused to purchase the reclaimed [437] lands and consequently complainants are at liberty to occupy, sell, lease, or dispose of the same as their own in fee simple.

The bill prays that defendants be enjoined from occupying or building upon the specified land, or from asserting any claim, title, or interest therein; that they be required to pay a reasonable compensation for its use; and that the complainants' title thereto be quieted, established, and confirmed.

The only possible immemorial right which the Pottawatomie Nation had in the country claimed as their own in 1795 was that of occupancy. Johnson v. M'Intosh, 8 Wheat. 543, 5 L. ed. 681. If, in any view, it ever held possession of the property here in question, we know historically that this was abandoned long ago, and that for more than a half century it has not even pretended to occupy either the shores or waters of Lake Michigan within the confines of Illinois.

By the Treaty of Greenville the United States stipulated with the Pottawatomies and other Indians that generally, in respect of a large territory westward of a line passing through Ohio, "the Indian tribes who have a right to those lands are quietly to enjoy them, hunting, planting and dwelling thereon so long as they please, without any molestation from the United States; but when those tribes, or any of them, shall be disposed to sell their lands, or any part of them, they are to be sold only to the United States; and until such sale, the United States will protect all the said Indian tribes in the quiet enjoyment of their lands against all citizens of the United States, and against all other white persons who intrude upon the same." We think it entirely clear that this treaty did not convey a fee-simple title to the Indians; that under it no tribe could claim more than the right of continued occupancy; and that when this was abandoned, all legal right or interest which both tribe and its members had in the [438] territory came to an end. Johnson v. M'Intosh, 8 Wheat. 543, 584, 586, 588, 5 L. ed. 681, 691, 692; Mitchel v. United States, 9 Pet. 711, 745, 9 L. ed. 283, 295; United States v. Cook, 19 Wall. 591, 592, 22 L. ed. 210, 211; Beecher v. Wetherby, 95 U. S. 517, 525, 24 L. ed. 440, 441.

It is unnecessary to consider other reasons suggested by counsel in support of the decree below.

Affirmed.