

5-10-22

INDIAN OFFICE.

FILES.

**CAUTION!**

Positively no papers to be added to or taken from this file, except by an employee of the Mails and Files Division.

By order of

**E. B. MERITT,**

*Asst. Commissioner.*

410 (G) 1022  
NEW YORK  
FILE NO. 1022

Contracts.  
38466-121.  
A R H

MAY 12 1922

My dear Mr. Lampert:

In the absence of Commissioner Burke in the field, I have the honor to acknowledge the receipt of your letter of May 10, 1922, referring to a newspaper report that the Supreme Court has decided that the Oneida Indians who went from New York to Wisconsin are to share in the restoration to the tribe of certain lands in New York State.

This Office is not advised of any such decision of the Court.

The news item no doubt referred to the decision of the United States Circuit Court of Appeals in the case of the United States v. Boylan et al (235 Fed. Rep. 165), the effect of which is that the treaty between the said Indians and the State of New York, to which the United States was not a party, dated May 25, 1842, is void and that there is no federal law which confers on individuals of the Oneida tribe of New York power to sell or encumber any of the lands of their reservation, and that the United States may maintain suit to enforce the restoration of any lands so conveyed or encumbered.

A copy of this letter is inclosed for your convenience.

Cordially yours,

(Signed) E. A. Merritt

Acting Commissioner.

Hon. Florian Lampert,  
House of Representatives.

5-BH-11.

INITIALING COPY - FOR FILE



To All Interested:

Many inquiries for advice have been made this office by members of the Six Nations who are being solicited by various persons for funds with which to prosecute an alleged claim against the State of New York. The inquirers give the information that solicitors say that unless they contribute \$10.00, or some other sum, that they will not participate in the benefits derived from a successful prosecution of the claim.

You are hereby advised that this statement is not considered in accordance with the facts. My best information is that there is no reasonable foundation for the claim against the State of New York and no reasonable prospect of a successful prosecution. If the claim should be found valid and any sum realized therefrom, all members of the Six Nations would participate on equal basis whether they contributed or not.

The Honorable Commissioner of Indian Affairs, after having investigated the matter, advises against the making of such contribution.

Very respectfully,

E. A. Allen,  
Superintendent.

Keshena Indian Agency,  
Keshena, Wisconsin,  
April 23, 1923.

MEMO

APR 18 1923

Mrs. Samuel A. Miller,  
Gresham, Route No. 1,  
Shawano County, Wisconsin.

My dear Mrs. Miller:

Receipt is acknowledged of your letter of March 26, 1923, regarding a Mr. Everetts, of New York, soliciting contributions from your people in connection with an alleged claim of the Six Nations of New York against the State of New York.

Mr. Everetts was chairman of the New York State Commission appointed to investigate and report on the needs and conditions of the New York Indians. It is said that he prepared the report of the Commission without meeting and discussing the matter with the other members of the Commission. As a result they refused to sign his report, which given color to a number of extravagant claims of the Indians to property in western New York.

In order that you may know how the most progressive Indians of New York view this matter reference is made to a meeting of the New York Welfare Association held at Albany, New York, November 10, 1922. A number of representative New York Indians in the State were present, and they not only refused to pass a resolution with regard to these claims but declined to discuss them at all. Mr. Everetts was not present at this meeting but his associates on the State Commission were, and it is said that they severely criticized his action in the matter.

We have had a number of inquiries along the line of yours recently and have advised in each case against the Indians making any contribution, either collectively or individually, for the employment of attorneys or any other persons to look after my alleged claims to lands in New York State. Such claims

*For report of  
Board of Indian Commission  
see willow meeting  
see 23 1923-23*

REPRODUCTION COPY

are probably based on the decision of the court in the case of the United States v. Baylun et al. (265 Fed. Rep., 165), wherein it was intimated that the New York Indians could not transfer title to any of their lands without the consent of the Federal Government. A number of such transfers have been made but Congress, should it see fit, could, at any time, ratify all transactions between the State and the Indians.

It may be said further, that should the Indians of New York have a just claim, all Indians duly enrolled as shown by the records would be entitled to share therein regardless of whether they made any contributions to any one in connection with the claims.

With respect to the enrollment rights of certain members of your family, such as your grandfather, William Welch and his children who, you say, were never enrolled with the Stockbridge Indians after the tribe removed to Wisconsin, they would not be entitled to receive benefits as members of the tribe, nor is it believed that they could share in any claim of the Indians against the Government.

As to your mother's rights to enrollment, if she will submit the information required by the inclosed form letter to the Superintendent of the Keshena Agency or this Office, her case will receive appropriate consideration.

Very truly yours,

(Signed) E. L. Merritt

Assistant Commissioner.

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*Copy to Bureau  
4-19-23*

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27441-1923

ERM

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APR 17 1923

Mr. Walter Funk,  
Monasha, Wisconsin.

My dear Mr. Funk:

Reference is made to your letter of April 13, 1923, with respect to persons making a roll of certain Indians and charging \$10 for enrollment.

It is presumed that you have reference to the activities of a Mr. Everetts which have been brought to our attention recently in connection with alleged claims by the Six Nations of Indians of New York against the State, and in which the Oneida, Stockbridge and Muses Indians of Wisconsin would probably have an interest.

It has been reported to us that Mr. Everetts and certain others have been soliciting contributions from the Indians mentioned residing in Wisconsin for the purpose of prosecuting the claims. We have advised; in each instance, against the Indians paying any moneys to any person in connection with this matter. The alleged claims are probably based on numerous transactions between the tribal authorities of the Six Nations of Indians and the State of New York by which the Indians endeavored to transfer certain of their lands to the State. The United States Circuit Court of Appeals, Second Circuit, in a decision rendered in the case of United States v. Boylan et al. (265 Fed. Rep., 165), intimated that the Indians could not transfer any of their lands in the State of New York without the consent of the Federal Government. However, should Congress deem it necessary it could, at any time, ratify any and all transactions between the Indians and the State of New York.

Very truly yours,

(Signed) E. B. Merrill

4-16 jmb

Assistant Commissioner.

UNITED STATES COPY - FOR FILE

Carbon to Special Agent, New York Indians.

My letter in his name will  
have mainly, effect in an individual.

It had reached each member of the Washbridge  
Fishes trust, sign a paper when you pay -

My request for you not less than \$100. from  
certain financial people with the amount to  
\$50 or \$100, but have you accounts  
to pay your amount in each you are

Given 30 days to pay the amount. He asks  
if you will forward the amount 30 days to pay  
they will then forward to the Fishes  
Trust returns you a receipt for the

amount you pay. The Fishes Trust is to  
return the money to the Fishes Trust  
for the Fishes Trust.

Trust sign will pay or agree to pay that  
amount of each amounting to not less  
than \$100, or about what the money they

Frederick W. Thies.  
March 5, 1923.

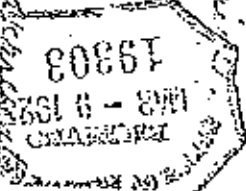
Commissioner of Indian Affairs  
Washington, D. C.

Dear Sir:

I enclose herewith the following  
your opinion and regards to the following  
facts.

Certain persons with from the State  
of New York claim to have found  
the site of the bridge and all the  
belongings to and from the site. The  
the site - Indians Fishes Trust coming to  
them the sum of \$5,000 to \$10,000 each person  
from certain persons in the boundary of the  
State of New York.

The Fishes Trust is being reported to the  
State of New York by Mr. W. H. G. and  
Mr. J. H. H. of the Fishes Trust.



Must pay \$100 to those men on line  
Michigan, if any, in the money they  
claim, to be working to collect from the  
State of New York.

Can you advise me as to where the  
agencies showing volume of business  
have money and how in New York?  
Is it safe to invest \$100,000 in  
Michigan bonds? To be paid \$10 per cent  
plus a 40 per cent bonus?  
To whom should I advise in regard to  
the above stated facts and to  
request will most kindly provide  
information.

Yours truly  
Frank W. Hammond

claim to be in New York is paid it will be  
paid to only those who have signed and  
paid in their share of the money.

What the affidavit Mr. Brett  
the long and I know of any authority,  
as to the judging and paying of the  
money they claim to be underriving to  
collect from the State of New York?

For the long claim that one  
money you contribute to help in this  
New York claim that you will receive  
10 per cent plus a 40 per cent bonus.

For example the people who contribute  
\$10 will receive from \$14 to \$15 or those of  
\$100 receive \$140 to \$150 for the use of their  
money in addition to the amount they  
claim to be collecting from the State of  
New York.



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FEB 23 1923

Mr. Peter Cole,  
Box 13,  
Hogansburg, N. Y.

My dear Mr. Cole:

This will acknowledge receipt of your letter of February 8th regarding the claims of the Six Nations to lands within the State of New York.

You refer particularly to the Iroquois Indians. The Iroquois was a confederation of the Senecas, Cayugas, Onandagas, Oneidas and Mohawks. For your information as to such claims as the New York Indians may have, reference is made to the decision in the case of the United States vs. Boylan et al., (235 F. R. 135), rendered by the United States Circuit Court of Appeals, Second Circuit, March 3, 1920, wherein it was intimated that the New York Indians could not transfer any of their lands without the consent of the Federal Government. A number of such transfers have been made in the past, but Congress may at any time, should it see fit, ratify any and all transactions between the Indians and the State of New York.

Very truly yours,

(Signed) E. B. Meritt

Assistant Commissioner.

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including copy - for file

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NOV 10 1923

Mr. George H. Ansley,  
Special Agent in Charge,  
New York Indian Agency.

My dear Mr. Ansley:

Receipt is acknowledged of your letter of October 29, 1923, transmitting a copy of what purports to be a tribal attorney's contract between representatives of the Six Nations and Edward A. Everett, an attorney of Potsdam, New York.

The purpose of the agreement is to employ Mr. Everett "to prosecute in a legal and proper manner" the alleged claims of the Six Nations of Indians "against the United States and the several States of the United States . . ." The legal and proper manner to proceed would be to present any claims which the Indians allege they have against the United States to the Indian Committees of the Senate and House of Representatives, or to this Department.

Congress, by the enactment of sections 2103-6 of the Revised Statutes of the United States, has declared attorneys' contracts with Indian tribes null and void unless drawn, executed and approved as prescribed by these sections of law. This contract has not been so obtained, and is therefore void and of no effect so far as claims against the United States are concerned; and I think it unlikely that either of the Committees of Congress mentioned, or the Secretary of the Interior, would ignore the provisions of the Statutes and recognize Mr. Everett under this contract.

You will please so inform the Indians and advise them that if they desire results for money expended in the employment of an attorney it would be to their advantage to see that such attorney is employed by contract made as required by the law in such cases.

ORIGINAL COPY - FOR FILE

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It is requested that you furnish Mr. Everett  
with a copy of this letter.

Sincerely yours,

(Signed) Chas. H. Burke

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Commissioner.

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DEPARTMENT OF THE INTERIOR  
UNITED STATES INDIAN FIELD SERVICE

RECEIVED  
OCT 30 1923  
63753  
DEPT. OF INTERIOR AFFAIRS

New York Agency

Land Contracts.

Saratoga, N.Y. October 29, 1923.

Commissioner of Indian Affairs,  
Washington, D.C.

Sir:

There is transmitted herewith a copy of a proposed contract, between the Six Nations of New York and one Edward A. Everett, for the purpose of prosecuting claims against the United States and the several States of the Union for your information and file.

Respectfully yours,

*G. H. Carlsby*  
Special Agent.

GA-K

*GA-K*

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COPY.



C O N T R A C T

We, the confederacy of the Six Nations of the Iroquois, Hodinonshonin, Mohawks, Oneidas, Onondagas, Cayugas, Senecas and Tuscaroras, duly assembled by authority of the Head Sachem of the Six Nations at the council fire of Onondaga Castle, have many and divers claims against the United States, the several states and individuals which we, the said Six Nations of Indians are desirous of prosecution to find settlement.

Section 1. This contract entered into this \_\_\_\_\_ day of July, 1923, by and between the Six Nations of Indians, resident within the United States and Canada, known hereafter as parties of the first part and Edward A. Everett, resident of Potsdam, St. Lawrence County, N.Y., known hereafter as party of the second part.

WITNESSETH: That the said Six Nations of Indians have divers and various claims against the United States and the several states of the United States and are desirous of marshalling all said claims and to prosecute same in a regular and proper manner, and whorses;

The said party of the second part is willing to be employed by the said first parties in the management and handling as General Council and Attorney, and act generally in the prosecution of all the said matters and claims which the said parties of the first part have against any and all nations, states and individuals.

COPY.



C O N T R A C T

We, the confederacy of the Six Nations of the Iroquois, Hodinonshonin, Mohawks, Oneidas, Onondagas, Cayugas, Senecas and Tuscaroras, duly assembled by authority of the Head Sachem of the Six Nations at the council fire of Onondaga Castle, have many and divers claims against the United States, the several states and individuals which we, the said Six Nations of Indians are desirous of prosecution to find settlement.

Section 1. This contract entered into this \_\_\_\_\_ day of July, 1923, by and between the Six Nations of Indians, resident within the United States and Canada, known hereafter as parties of the first part and Edward A. Everett, resident of Potsdam, St. Lawrence County, N.Y., known hereafter as party of the second part.

WITNESSETH: That the said Six Nations of Indians have divers and various claims against the United States and the several states of the United States and are desirous of marshalling all said claims and to prosecute same in a regular and proper manner, and whereas;

The said party of the second part is willing to be employed by the said first parties in the management and handling as General Council and Attorney, and act generally in the prosecution of all the said matters and claims which the said parties of the first part have against any and all nations, states and individuals.

E) D

It is therefore agreed that the said party of the second part is hereby engaged to prosecute and attend to all such claims of whatsoever kind and nature; and the said party of the second part agrees to prosecute for the benefit of the said Six Nations all claims as may be from time to time presented to the party of the second part by the parties of the first part.

The party of the second part is hereby empowered by the parties of the first part and given absolute authority in all matters pertaining to the prosecution of the claims and affairs of the said Six Nations, it being understood that the party of the second part shall at all times keep the parties of the first part informed as to the progress, nature and success of the said prosecution; it being mutually understood that the work of such prosecution is at all times under the control and subject to the orders of the chiefs and councillors of the Six Nations.

It is further mutually understood and agreed that the consideration paid by the party of the first part to the party of the second part, shall be the sum of Seven Hundred Fifty Dollars (\$750.00) per month, payment to commence directly after the said party of the second part shall have submitted his report to the Oneida Indians of Wisconsin, reports to be in accordance with the conditions of a contract made with the said Oneida Indians of Wisconsin, on the 8th

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day of March, 1923, it is further understood and agreed that the said report made to the said Oneida Indians shall be favorably concurred in by the firm of Wise & Whitney, attorneys of New York City, and further compensation allowed to the party of the second part shall be proportionate to the amount recovered.

This contract may be terminated at the option of the parties of the first part after the expiration of one year. This contract has been duly authorized by the Six Nations of Indians of North America, at their Council House in Onondaga.

Witness the hand and seal of the parties of this contract:

Mohawks	{	Chief Toran Pack, Jas. D. Deer
	{	" Peter D. David
Canada	{	Chief W. K. Cornelius
Oneidas	{	" Enoch Hill
Mohawks of	{	Chief Mitchell Toxax
Caughnawaga	{	" " Beauvais
	{	" Charlie Williams
	{	" Mitchell Cole
Oka	{	" James Nelson
Hototta	{	" David Sioni
Onesides in	{	" M. N. Powless
Wisconsin	{	" Jones Hill
	{	" Eli Schanendosh
	{	" Lyman A. Powless
	{	L. C. Kellogg
Gayugas	{	Chief Spencer Gordon
	{	" J. L. Jamison
	{	" Elon Eels

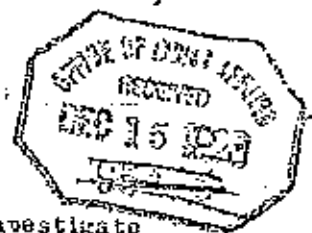


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December 15, 1923.

The Commissioner of Indian Affairs,  
Washington, D. C.



Sir:

In accordance with your instructions to investigate the activities of a Mr. Kellogg and Skonadore, soliciting from the people who are the blood of the Oneida tribe, funds or from \$10 to \$25 per head, supposed to be for the prosecution of a claim these Indians have against the State of New York, now pending, I proceeded to Redwood Falls immediately after the Lloyd George visit at Minneapolis, to which you instructed me to manage the Sioux people who adopted him into the tribe.

I met the heads of about eight or nine families of Oneida blood in the vicinity of Redwood Falls. Without any hesitation they stated that they had paid the money to Kellogg and Skonadore. One family paid as high as \$130; others proportionately, according to the number in the family. They are thoroughly convinced that there is a just and legal claim against the State, amounting to a great sum of money, in which each individual would receive upwards of \$5,000. I could not convince them that there was no such a claim filed either against the Federal or the State Government, and I have no knowledge of how such a claim can be successfully undertaken by the Oneida people, but they seem to think there is such, and they are willing to take chances on their money.

Following this time, I was called to other cases more urgent in the State of Wisconsin and Minnesota that I had no time to proceed to Green Bay, Wisconsin, where the majority of these Oneidas are living. Since my return here to Washington to attend the Council of One Hundred, I have brought the matter up before the attorney, Larrison Wheelock, member of that tribe. He informs me that there is no such a legal claim that the Oneidas could institute or prosecute against the State of New York. I have also discussed the matter with Mr. Arthur C. Parker, the Archaeologist of the State of New York, a man of Iroquois blood, who is constantly

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in touch with anything concerning the so-called Six Nations of New York. He also states there is no possible basis of any such a claim by the Onondas; that he was a member of that commission appointed by the New York Legislature pertaining to the affairs of the Six Nations. I assure you that Mr. Parker is thoroughly in touch with the Indians, the history of them, and their present needs, and is competent to state the whole situation in this matter, and he says there is absolutely no business for any claim.

A certain lawyer, by the name of Everett, in conjunction with Kellogg and Sizeradore, has been telling these Indians they had a perfect claim of millions of dollars, and on the basis of that they are collecting this money, and often ask the towns where the Indians live to assist the Indians in providing the funds with which to prosecute their case, as stated by the law partner of the Honorable Mr. Clague, of Minnesota.

It appears to me that as far as these citizen Indians are concerned, they are perfectly willing to take chances on the contribution, but it also appears that these people represented a situation that does not exist. I cannot see my way clear that we can investigate this matter any further than as stated above; therefore, I make report herewith.

Respectfully,

*Charles H. Eastman*

Inspector.