Land-Sales
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MAR 18 1922

Joseph M. Smith,
Henry Doxtator,

R. R. No. 7,

Green Bay, Wis.

Gentlemen:

I have caused careful examination to be made as to the facts as they appear from our records here regarding the matters which you call to the attention of the President in your letter addressed to him on January 28, 1922, which letter has been referred here for action.

These matters, I find, are for the most part identical to those about which you wrote Senator LaFollette, and which were taken up and answered fully on October 17, 1921. A copy of that letter you have, and no interest will be served by repetition.

Your main complaint is that the treaties made with the Six Nations of New York, and separately with the Oneida Indians in Wisconsin, contemplated a permanent reservation for the Oneida Indians, to be forever impenetrable by white settlers. To have maintained such rigid inviolability of segregation as you have insisted upon would have involved equal rigidity and denial of every privilege to members of the tribe to leave the reservation or engage in business or other associations with outside persons. Your reason should tell you that the carrying out of such a program would have resulted in utter poverty, disease and early extinction of the Oneida Indians. Forturately, the majority of the tribe had a larger vision, and were willing, ready, and many were anxious to be endowed with the privileges and responsibilities of citizenship.

The trust period was extended on Oneida allotments where the Competency Commissioners and this Office were satisfied that the Indian owners were not competent to attend to their own business affairs. It would have been ridiculous to include either of you in the classifi-

cation of non-competents. As you know, Congress passed various Acts enabling the development of Indian Reservations for the benefit of the Indians, and enabling also the sale of Indian allotments in order that the owners might obtain money for their support or for the development of lands which they were to retain. That many of the Oneida Indians had made good progress was evidenced by the fact that many petitioned prior to 1908 to be given the full management of their affairs, and even before general authority was given for the issuance of patents in fee to Indians found to be competent, they were permitted to sell their individual interests.

No treaty or law affecting the Oneidas or their reservation contains any guaranty or intimation that the allotments in severalty would finally revert to the tribe. Where it has been found that an allotment was made erroneously--to a person not in being, not an Oneida Indian, or to one who had already received his full area, cancellations have been made and the cancelled allotments have been held to revert to the tribe and become a part of the general Oneida surplus lands.

Regarding the loss sustained by Indians for whose allotments patents in fee have been issued in conformity to the allotment provisions, since expiration of the trust period and the restrictions on alienation, I have to advise you that Superintendent Allen has been asked to investigate cases of this kind on which complaints have reached the Office, and to furnish all the facts necessary for a proper consideration of the complaint.

Regarding a survey of the boundary lines of the reservation, since this question affected individual allotments and those allotments have either been disposed of or the discrepancies complained of appear to have been adjusted, I see no reason for going into a full review of that matter. As to the controversy between HenryDoxtator and his son Andrew, regarding the boundary line between their allotments, it was suggested years ago to Mr. Doxtator that he

and Andrew agree upon some one line defining their respective limits, and submit deeds for approval. This was purely a family controversy, and failure to adjust it cannot properly be charged to the Indian Office or its Superintendent. The controversy as to the allotment of Sophia Doxtator might have been similarly remedied, as well as that affecting Paul's allotment.

You mention Dennison Wheelock as an Indian attorney, whose actions with respect to Indian allotments should be looked into, but your complaint is general and, seemingly, grows out of your position that no sale or conveyance could possibly be lawful under any condition. I cannot believe, from the style and subjects covered in your letter, that you are not among the most intelligent members of the tribe, qualified equally with your white neighbors to manage with thrift your business interests, nor that you do not understand the purposes of Congress in all its legislation applicable to the Oneida Indians.

Indian allotments, prior to issuance of a patent in fee to the Indians or their heirs, were salable under the Acts of March 1, 1907(34 Stat. 1015-1018), May 29, 1908 (35 Stat. 444), or the Act of June 25, 1910 (36 Stat. 855-856). After issuance of fee patents to the allottees or their heirs, the lands are salable in the discretion of the Indian owners. For the Office to attempt to follow and pass upon all transactions entered into subsequent to the removal of restrictions and closing of the Government's jurisdiction, would be not only futile, but meddlesome and inimical to the business integrity of the Oneida Indians generally.

I assure you, however, that this Office will continue its care over all the non-competent Oneida Indians until they are found to be competent. As to the land affairs of the fee patent Indians, their administration must be by the Indians themselves, or through the local courts.

Sincerely yours,

(Signed) Chas. H. Burke

Commissioner.