

Soymous, Wisconsin.

January 1, 1923.



Hon. Comm. Chas. H. Burke,
Indian Bureau,
Washington, D. C.

RECEIVED

JAN - 5 1923

Education-Schools

Dear Mr. Burke:-

Since seeing you last summer I have tried every imaginable way by which I might save for my project, the Oneida school property. I have seen every Loan and Securities concern in the vicinity of Milwaukee. Aside from my million-
aire friends, I find since November, that the Loan and Securities Companies would not consider loaning over \$15,000 at the most on the property.

Business conditions surrounding my own assets would not allow me to make any promises before spring. And I have tried a last resort which of necessity ponds till the latter part of January, so I must with great sorrow abandon my project.

I have over-bid \$10,000, not alone from sentiment but from the fact that I know whose the finances for the development of the project were to come from and this fact has defeated me from financing it as a purely business matter.

2.

I want to express my deepest gratitude to you for your kindness in the matter, and want to beg of you your personal interest in the beautiful groves on the place which are the last beauty spots on the Reservation.

I shall be interested to know when the property is to be re-advertised for sale. I presume that would not be before early spring since farm property does not rise in value before that time. I do not hesitate to say that up to that time, should any of the interests I have aroused come through, I shall take the liberty to forward it in all haste to you.

Regretting in the extreme the disappointments I have caused you and myself, and thanking you again and again for your past courtesies, I am

Very respectfully,

Laura Cornelius Kellogg
Per M. Schulz.

JAN 13 1923

10

Mrs. Laura Cornelius Koller.

Seymour, Wisconsin.

Dear Madam:

I have before me your letter of January 1, 1923, advising of your inability to complete payment on your bid for the inside school property, and am advising Superintendent Edgar A. Allen of the forfeiture of the amount deposited, directing him at the same time to readvertise the property under the same terms as before, at such time as he believes may be propitious. You will receive special notice of such readvertisement.

Sincerely yours,

(Signed) Chas. E. Burke

1-13-9

Comish. Officer.

Handwritten signature

Handwritten initials

F I P

JAN 18 1923

Handwritten initials and scribbles, possibly "E.M.M." and "157".

Mr. Edgar A. Allen,
Superintendent, Keshona School.

Dear Mr. Allen:

Enclosed is a copy of a letter addressed to-day to Mrs. Laura Cornelius Kellogg. The amount deposited with you may be taken up as Proceeds of Labor, subject to disposition in the manner applicable to such funds.

The property should be re-advertised under like terms and conditions as in the former advertisement. You will please see that Mrs. Kellogg receives special notice thereof.

Sincerely yours,

(Signed) Chas. E. Burke

Commissioner.

1-MS-9

Initialing Copy - For File

Septuor Mroenoi

April 20th - 1/23

Dear Comm. Barker: -

32879

I did not bid on the
Meigs School property on the
10th, because my business
advisers told me it would
never receive a bid at the
present appraisal. I understand
their prediction was true
so I am interested to know
what you are going to do.
With very good work for you
I am Sincerely
Louis A. M...

Land Sales.
AGS-1-10
32679-23
P I P

MAY -3 1923

Mrs. Laura C. Kellogg,
Seymour, Wisconsin.

Dear Mrs. Kellogg:

On my return from an absence in the field your letter of April 20, 1923 has been brought to my attention.

The recent bids received for the Oneida school property were not satisfactory. The disposition of the property has, therefore, been deferred for the present.

Sincerely yours,

(Signed) Chas. H. Burke

Commissioner.

5-10-23

Initialing Copy - For File

PA

May 31, 1923.

RECEIVED
MAY 31 1923

Peyton Carter, Supervisor,
Sae & Fox Sanatorium,
Toledo, Iowa.

My dear Mr. Carter:

Referring to your letter of the 22nd, I wish to suggest that you should see the State Superintendent as soon as possible relative to utilizing the Oneida School plant. I have had one or two letters from the Office about the matter and I know that it is desired to make some disposition of the plant. If it can be continued as an educational institution of course it will be the most valuable thing for the Oneida Indians because it is in their midst and the educational opportunities which it might afford will be of greater practical value to them than any other thing that could be given to them. It would seem that it might be possible to utilize the plant as a consolidated graded and secondary school and transport children from the surrounding country to the school.

Please give this matter your early attention.

Very truly yours,

H. B. Peairs
Chief Supervisor of Education.

HBP:JO

CC to Commissioner

3
0
L. V. - Sales
08218-10
45079-33
F I P

JUL -6 1923

Mr. Edgar A. Allen,
Supt., Keshena School.

Dear Mr. Allen:

For your information there is enclosed correspondence between Supervisor Peyton Carter and Chief Supervisor of Education H. B. Peairs, concerning the Onocida School property.

Our efforts to dispose of this property have been based in part on our wish to settle up Onocida matters. There is no law under which either the tribal property or the government tract can be donated to any organization or to the state. The letter of Mr. Carter contains the first official information, in connection with this property, that any suggestion had been made to the County or State authorities looking to the establishment of a County high school in any of the buildings. Your report and recommendations are desired with return of the papers.

Sincerely yours,

(Signed) Chas. H. Burke

Commissioner.

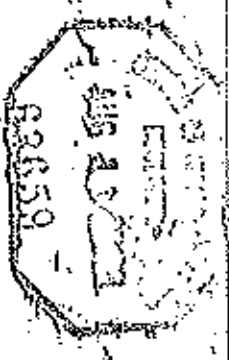
Initialing Copy - For File

8 RU 2

DEPARTMENT OF THE INTERIOR
KESHENA INDIAN AGENCY
KESHENA, WISCONSIN

45079-23

August 6, 1923.



693 471-10 856
Commissioner of Indian Affairs,
Washington, D. C.

Sir:

I have the honor to acknowledge receipt of your Office letter noted above and dated July 6, 1923, having to do with the disposition of the Oneida school property.

So far as I am aware, no suggestion was ever made to the authorities of Brown and Outagamie Counties looking to the utilization of the plant for County high-school purposes farther than that some years ago inquiry was made informally as to whether or not they would not be in position to make purchase for such use. At that time we were casting about in every direction in an endeavor to find some way of unloading the property. There was never in my mind any thought of a donation of the property for I well knew that such action was impossible under existing law.

The State Board of Control has definitely decided that it is not interested in acquiring the property as an auxiliary to the reformatory at Green Bay.

I recently interviewed the Murphy Investment Company of Green Bay which made a bid of \$25,000.00 at the time Mrs. Kellogg unfortunately injected an offer of \$35,000.00. The investment company is not now interested and its attorney advised me that it probably would not care to make an offer beyond what the land itself is worth and he was disposed to place a rather low estimate upon its value for agricultural purposes.

I have no recommendation to offer now as there is no buyer in sight. It is extremely desirable however, that we dispose of the place, for as you are aware, deterioration of unoccupied buildings is quite rapid and this plant has been unoccupied now for four years during which time no repairs have been made. Had it not been for Mrs. Kellogg's constant activities, the place would have been disposed of some time ago. I am still looking for a chance to dispose of the property at the appraised value and as soon as there is an offer in sight, you will be advised. If your Office has any suggestions or instructions, I shall be very glad indeed to have the benefit of them.

Very respectfully,

E. A. Allen
Superintendent.

8-EAA/M-6
c-c Supervisor H. B. Peairs
Lawrence, Kansas.

Reception-Schools

State of Wisconsin
Department of Public Instruction

JOHN CALLAHAN, STATE SUPERINTENDENT
C. J. ANDERSON, ASSISTANT STATE SUPERINTENDENT

Madison FEBRUARY 19, 1924



DEPARTMENT OF INTERIOR
Office of Indian Affairs
Washington, D.C.

Attention: Mr. E. B. Meritt

Gentlemen:

I have your letter of February 16.

I understood of course when I was in Washington that the Indian School at Oneida belongs to the Indians and could not be taken over by anyone without their consent.

We have been taking up the matter with the counties concerned but of course no definite action can be taken until after a meeting of the county boards and anything they may do may make it necessary for some action by the state and that would mean action by the legislature which cannot be had until the winter of 1925.

Of course if your department does not care to put off disposing of the property until that time, I see nothing for you to do but to go ahead with your other plans.

Sincerely yours

John Callahan
State Superintendent

JO: LH

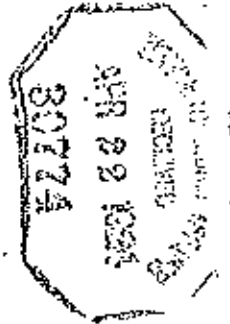
FEB 21 1924

E. A. ALLEN,
SUPERINTENDENT

DEPARTMENT OF THE INTERIOR
KESHENA INDIAN AGENCY
KESHENA, WISCONSIN

Neopit, Wisconsin,
April 19, 1924.

Oneida School
Property.



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

Sir:

I have the honor to transmit herewith an offer made by the Murphy Land & Investment Co. of Green Bay, Wisconsin, by Philip Sheridan, Secretary, of \$21,744.25 for the Oneida School property. This is the amount of the appraised value.

I advised this company, in reply to its inquiry that if they desired to make an offer at the appraised value I would be pleased to transmit same to your Office for your consideration. The company requests that it be advised promptly as to acceptance or rejection. You will recall that this company bid on this property twice before, once an offer of nearly \$25,000.00 when Mrs. Kellogg made her offer of \$35,000.00, and subsequently an offer which was below the appraised value.

The company is responsible and if its offer is accepted will pay cash.

Yours truly,

Superintendent.

RECORDED

APR 23 1924

Rec'd
EAA:MB
Encl.

*E. Allen
S.A.*

Filed by F. M. [unclear]

Land-Sales
69348-1-10
30774-24
F I P

MAY -5 1924

WV
Termo
FILE

Mr. Edgar A. Allen,
Supt. Keshena Agency.

Dear Mr. Allen:

Referring to your letter of April 19, 1924, you are requested immediately to advise Mr. Philip Sheridan, Secretary of the Murphy Land and Investment Company, that the offer of the Company is accepted.

On receipt of advice from you that there has been deposited with you a certified check for \$21,744.25 in payment for the Oneida School property, a deed will be prepared for the 38.71 acres belonging to the United States. Title for the 80 acres belonging to the tribe described as Claim No. 145, T. 23 N., R. 19 E., with the buildings situated thereon, will pass by patent in fee running to the Company, unless in the meantime we be advised that a deed is preferred.

Sincerely yours,

Charles E. ...

Commissioner.

5-FBM-1

APPROVED: MAY -5 1924

Filed by F. N. H.

(Sgd.) F. M. GOODWIN Initialing Copy - For File

Assistant Secretary.

*Carbon 1/4 + postal reminder
6-Sept*

DEPARTMENT OF THE INTERIOR

69348-1-10

UNITED STATES INDIAN SERVICE

May 20, 1924.

OFFICE OF THE
COMMISSIONER
MAY 22 1924
33067

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

Sir:

I have the honor to acknowledge receipt of your Office letter, noted above, dated May 10, 1924, relative to descriptions of 38.71 acres belonging to the Government and constituting a portion of the abandoned Oneida Boarding School property. The descriptions given in the photostatic copy of your letter of September 28, 1907, to the Superintendent of the Oneida Indian School are inaccurate in two instances. The location of tract No. 3 on the blue print you mailed me is inaccurate. The blue print shows it in Outagamie County, whereas, the description as corrected places it where it actually is, in Brown County. The plat sent by you to me which is returned herewith shows tract No. 3 in its right location although the course of the stream marking the East and Northeast boundary is not correct on account of which the shape of the tract is not as it should be. The corrections in the descriptions to make them read as they should are as follows:

1. In tract No. 1, the place of beginning should be the Northwest corner of Claim No. 145 instead of the Northeast corner.
2. In tract No. 3, the place of beginning should be the Southeast corner of Claim No. 146 instead of the Southwest corner.

The records in Brown County were examined and it is found that the deed to the above land does not bear upon it, the approval of the Secretary of the Interior. I have not been able to find the deed executed to the Government though a search has been made for it in the Oneida files. The plat showing the proper location of the three tracts is returned herewith.

Very respectfully,

E. A. Allen
Superintendent.

Filed by F. N. H.

EAA:MB

J. P. [unclear]

Division-Schools

MAY 23 1924

Received

E. A. ALLEN,
SUPERINTENDENT

DEPARTMENT OF THE INTERIOR
KESHENA INDIAN AGENCY
KESHENA, WISCONSIN

Trans- check of
Murphy Land & Inv't'n.
Co. \$21,774.25, --
Oneida School prop.

June 25, 1924.

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

Sir:

I have the honor to transmit herewith a cashier's check delivered to me by the Murphy Land & Investment Co. of Green Bay, Wisconsin, by its secretary, Mr. Philip Sheridan, No. 6466 dated June 16, 1924 in the amount of \$21,774.25. This is the appraised value of the Oneida school property consisting of three lots of which you have the description as corrected in my letter of May 20, 1924.

The total area is 118.71 acres, and with the land go all the buildings situated thereon constituting the abandoned Oneida school.

Request is made by the Murphy Land and Investment Co. that the patent and deed be made to run Anthony J. Koefler.

Very respectfully,

E. Allen
Superintendent.

EAA:PC

*M. B. Smith
J. A.*

Item - 3831
Amt. \$21774.25
S. F. F.
9-17-24

Filed by F. N. H.

JUN 26 1924
18487

CLASS OF SERVICE	SYMBOL
Day Letter	DL
Night Message	NM
Night Letter	NL

These three symbols appear after the check number of the telegram. Other symbols are prohibited by the regulations after the check.

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. L. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	T
Day Letter	DL
Night Message	NM
Night Letter	NL

If none of these three symbols appears after the check number, the word 'this is a telegram' will be printed in the space where the symbol appears after the check.

RECEIVED AT

NO 19 4 EXTRA

NEW YORK OFFICE
FRANKLIN 7100

ONEIDA WIS 1019A AUG 26 1924

COMR INDIAN AFFAIRS

BURKE WASHINGTON DC

THE ONEIDAS OBJECT TO SALE OF ONEIDA SCHOOL PROPERTY PLEASE
WAIT LETTER GIVING FULL PARTICULARS

L. C. KELLOGG

SECTY ONEIDA NATIONAL COMMITTEE

1147A

1147A
AUG 26 1924

FILED BY
AUG 26 1924

ONEIDA NATIONAL COMMITTEE
AUG 26 1924
1147A

How
W.C.
K-S

C.S.

Ouida Wisconsin
August 28th - 1924.

Hon. Comm. Chas. A. Burke
Indian Affairs,
Washington - D. C.



Filed by F. N. H.

Dear Sir: -

As members of the Ouida
National Committee duly authorized
to act in behalf of the people
we protest against the sale
of the Ouida School property
recommended by your Review
Office, and under consideration

By you. Our grounds for protest are as follows:—

1- The title to the major part of the Oneida School property is vested in the Oneidas. They have neither been consulted, nor notified of any such transaction. There being not even an advertisement of the sale.

2- This property was originally set aside by the Oneida Indians who has a commercial proposition but has an educational centre. We have plans by which we

3 - We object to any section
interest getting control of the
last natural site for a
community centre we have
left.

We enter this protest in
the hope that your mind
is open on the matter
and that you are not
to blame for a recommenda-
tion we cannot approve.

Respectfully yours

Lina Oxtater

Thomas King

4

M. N. Towles

John ^{Rio} ^{marks} Towles

Ann ^{Rio} ^{marks} Towles

Hannah ^{Rio} ^{marks} Smith

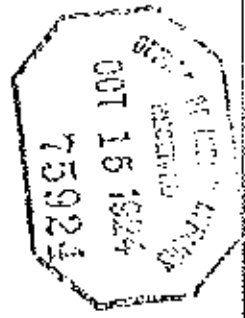
Nelson M. Taylor

Eli Stewardson Chairman

J. P. Kellogg Sec.

SHERIDAN & EVRARD

305 SHERIDAN BUILDING
GREEN BAY, WISCONSIN



October 13th, 1924.

Mr. C. F. Hauke, Acting Asst. Commissioner
Interior Department
Washington, D. C.

Dear Mr. Hauke:

This is to acknowledge your esteemed favor of the 11th, inclosing deed of the Oneida School property to the Murphy Land & Investment Company. We are especially thankful to you for this, particularly, since the party for whom we purchased this property is desirous *to* make certain improvements before the fall sets in, and now that we have the deed, we will feel warranted in doing so.

As you probably know, from the correspondence in this matter, that the Murphy Land & Investment Company, of which I am secretary, is not the real purchaser of the property. As a matter of fact, we are purchasing the property for Anthony J. Koefler, secretary of the Catholic Diocese of this city.

This property will probably be used for school and other charitable and religious purposes. We would have preferred to have had the deed run directly to him, and would suggest that this be done now, and the present deed returned. However, if this cannot be done, we can have our company make a quit claim conveyance over to him.

Kindly let us hear from you in reference to this matter.

Again thanking you for the many courtesies in this matter, We are,

Very truly yours

Handwritten notes:
V. J. Koefler
941

Land-Office

60312-1-10

75924-24

P O 2

OCT 22 1924

Mr. Philip Sheridan,
Secretary, Murphy Land and Investment Company,
305 Sheridan Building,
Green Bay, Wisconsin.

My dear Mr. Sheridan:

Receipt is acknowledged of your letter of October 13, 1924 suggesting the return of the deed of the Croix School property in order that a new deed can be executed conveying the land directly to Anthony J. Hoefel.

Title to this property passed from the United States to the Murphy Land and Investment Company on October 2, 1924 under the seal of the Interior Department and signature of the Secretary thereof, and was mailed to you on October 11, 1924. Inasmuch as the deed of conveyance has passed through the requisite legal procedure to divest the United States of title, there is no interest of any kind which the Department can convey.

Very truly yours,

(Signature) E. B. ...

10-23-10

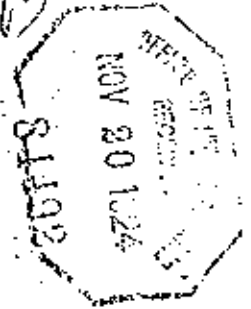
Hoefel

Assistant Commissioner.

11/11/24

Investment Co.

Oneida Wisconsin.
Nov. 18th. 1924



The
Right Reverend Rhodes
Green Bay, Wisconsin.

Dear Bishop Rhodes:

As the head of the Roman Catholic interests
in this part of the state, we must address you.

Some time ago report came to us indirectly
that the Roman Catholics had purchased the Oneida School property
We immediately investigated and found that such an attempt was
true, whereupon we further investigated whether or not the Inter-
ior Dept. at Washington had the right to sell property belong-
ing in common to the Oneida people, without any notice to them,
much less their consent. We have found the facts to be these:

1-A group of the Oneidas without any formal leave of the Six
Nation Confederacy left N.Y. and colonized in Wisconsin.

2- They bought the property for a reservation from the Menominee
Indians, independently of the U.S. Gov't. All the Gov't. could do
was to recognize the transaction and give security to the Oneidas
in the form of protection. It was not that security which passes
between proprietary interests and buyers, the fee simple passed
between the Menominee and the Oneida.

2- Later at the time of the allotment of lands, the Oneida people
through a general Council reserved this tribal property for
an educational purpose for all time, so it remained communal
property under the status of communal properties of the Six Nation

In letter of August 2nd. to our attorneys, Wise,

Commissioner Burke admits that the Six Nations of N.Y. do not come under the statute governing contracts with Indian tribes. That being the fact the statute giving the Interior Department the right to sell abandoned Indian schools' properties also do not govern communal properties belonging to any of the Six nations. This case is unquestionably new to the Indian Office and while we have waited in vain to hear from our protests there, we are going to be heard on this matter whether we have to wait till the Committees of Congress convene or not. Likewise we have waited to have our attorney arrive before speaking to you finally but he is somewhat delayed and we note that you continue to labor under a false position and that you are spending some money in repairing the school buildings.

Under the circumstances we feel that we should notify you without further delay and while we do not wish you or your followers any unpleasantness we feel that we must according to our instructions from the people, and according to our duty as the duly authorized representatives of the Oneida Nation notify you not only that we will not sell the property but to vacate.

Hoping you will understand our position so that no further action may be necessary we are

Respectfully yours,

Eli Alexander

Chairman Oneida Nat. Committee

Henry J. Smith

Treasurer Oneida Nat. Committee

J. P. Kelley

Secretary Oneida Nat. Committee

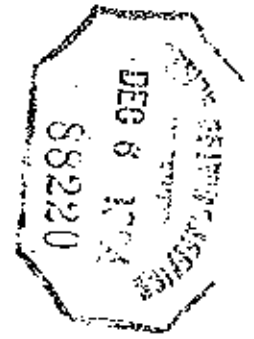
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E. A. ALLEN
SUPERINTENDENT

DEPARTMENT OF THE INTERIOR
KESHENA INDIAN AGENCY
KESHENA, WISCONSIN

7

Dec. 3, 1924.



Commissioner of Indian Affairs,
Washington,
D. C.

Sir:

With respect to the sale of the Oneida School property, information is respectfully requested as to what disposition your Office intends to make of the funds? If it is to be disbursed per capita, we would be very glad to prepare the roll now for your approval.

Very respectfully,

E. A. Allen
Superintendent.

EAA:JRL

not

Filed by E. N. H.]

M 7

JAN 20 1925

B.P.H.

My dear Senator:

The two letters addressed to you by Mrs. E. C. Kellong of Seymour, Wisconsin, on January 9, 1925, and referred by you to this Office informally, are before me. They have had careful consideration as was promised you when you made your personal call at the Office concerning them. It is noted that one is signed also by Eli Skennadore, as Chairman, Mrs. Kellong as secretary, and Henry C. Smith as Treasurer of the Oneida National Committee; and that the names of six other Indians likewise appear as signers. With the three above-named the Office has had considerable correspondence on the subject of the sale of the abandoned Oneida school property and the several treaties with the six Nations of New York and other treaties entitling the settlement of this branch of the Oneida tribe on the present Oneida reservation within the boundaries of the present Brown and Outagamie Counties in Wisconsin.

The facts as to the school property are as follows:

The 80 acres on which the buildings were erected were set apart for school purposes and were so used when the allotments were made. The school was closed by the Secretary of the Interior on June 30, 1919, after the expiration of the original trust period on the allotments. The reservation at the time was well interspersed with homes of white citizens and public schools had been established easily accessible to the children of Oneida citizens. No farther government or Indian use appeared to exist for a retention of the property which became subject to disposition under the provisions of the act of February 14, 1920 (41 Stats. 408, 415).

Considerable dissatisfaction on the part of the non-progressive members of the tribe has been expressed from time to time because the school was abandoned. Correspondence

INITIALING COPY FOR FILE

from Mrs. Kellogg and others indicated that an effort was being made to form the disestablished Oneidas into some association which would gather funds and establish some industrial or welfare program to be carried on in the school buildings. Some time had elapsed for the forming of such an organization and program before a sale of the property was effected, but nothing of the kind materialized.

In 1921, the superintendent in charge, acting under official instructions, made an appraisal of the land and buildings. The property was then advertised for sale in several of the leading newspapers in the vicinity, on an appraisal of \$25,970 for the buildings with \$6,000 for the 80 acres. At the same time the school land of 38.71 acres was advertised, which had been purchased from Government appropriations and belonged to the United States. The sale of this Government tract was authorized under the provisions of the act of March 2, 1917 (39 Stats. 969, 973).

No bids were received. Deterioration and the danger of loss from possible incendiarism made it unwise to defer the sale indefinitely. The superintendent was therefore directed to review the appraisements. This was done and the property was again offered for sale on appraisements amounting to \$10,871 for the better buildings, and \$1,000 for the minor and more dilapidated ones based on their wreckage value. The appraisal of the lands was unchanged. This second advertisement brought a bid from the Murphy Land and Investment Company of \$20,290 for the tribal property; a smaller bid from the Catholic Diocese of Green Bay and a bid of \$35,000 from Mrs. Kellogg. This bid included the Government land value at \$2903.25. Mrs. Kellogg's bid was accepted, but she failed to pay more than the initial \$5. Several extensions of time were granted and so waited until January 5, 1923 for the balance. Her failure to meet the obligation necessarily resulted in forfeiture of the \$1750 deposited with her bid.

Correspondence followed with various branches of the State Government, whose officials asked that sale of the property be deferred until they had had opportunity to perfect plans to acquire it for education purposes. The possibility of their receiving State appropriations to

enable a purchase was so remote that a third advertisement was authorized. The Murphy Land and Investment Company then offered to pay the appraised value. The bid was accepted, and \$18,871 received for the tribal property (80 acres with the school buildings) has been deposited in the Treasury of the United States to the credit of the Onaida Indians, that amount representing the purchase price. No disbursement of this amount in per capita payments has been authorized.

Title passed to the purchasing corporation by Secretary's deed and Mrs. Kellogg and Mr. Szekandore were so advised. We have since been informed that the purchasing corporation has conveyed the property to the Catholic Diocese. This apparently is the chief cause of complaint and the officers of the Onaida National Committee have indicated that they intend to bring a ejectment proceedings against the Bishop and, in effect, asked the assistance of the Office. Our reply was that the sale was lawful; that the purchasing corporation received good title and if such title were brought in question in a suit the United States would necessarily defend it.

Mr. Szekandore at different times has asked for a hearing on the question of the tribal title to the school property and other questions of right involving the issuance of fee patents covering allotments on which the 25-year trust has expired. Many of the Indians contend that their fee-patented lands should not be taxed by the State authorities. They have been fully advised as to the provisions of the treaty ratified on February 3, 1838 (7 Stats. 666), and of the Act of February 8, 1837 (24 Stats. 388), under which the allotments were made, and there is no reason why any Onaida Indian should not now understand that the State laws are applicable and that they must bear their proportionate share of costs of State administration as well as share in the benefits of such administration.

There is no question before this Office relating to the Onaida Indians or their rights or property which would justify calling any of the officials of the Onaida National Committee to Washington for a hearing. If they come of their own accord they will receive courteous treatment; but on the subjects of correspondence there is nothing

which the Government can do for them.

The letters are returned.

Cordially yours,

(Signed) Chas. H. Burke

Commissioner.

1 011 10

Hon. Irving H. Lenroot,

United States Senate.

11-1-1925
10000000
10000000

Rt 2
- 1-506 Onida

Receipt of
Fund.

JAN 23 1925

Mr. Treasurer
of the United States.

Dear Mr. Treasurer:

There is enclosed herewith official check of the Commissioner of Indian Affairs, No. 1303, drawn to your order for \$21774.25. This amount was received from the Murray Land and Investment Co., Green Bay, Wis., as payment for Onida Indian School Plant, Item 3331, and should be credited in the U. S. Treasury as follows:

Miscellaneous Receipts	\$2903.25
Proceeds of 58.71 acres of land purchased by the United States for school farm purposes.	
Indian Moneys, Proceeds of Labor, Onida Indians,	20072.00
<u>Proceeds of 30 acres of land and buildings belonging to the Indians</u>	
Total	<u>\$21774.25</u>

Very truly yours,

(Signed) *E. B. Merrill*

Assistant Commissioner.

1-25-25

INITIALING COPY - FOR FILE

13724-25

FIP

A *ML*
MAR -3 1925 *E.P.M.*

My dear Senator:

Returned herewith is the letter addressed to Senator Curtis on February 13, 1925, by Mrs. J.C. Kellogg, Secretary of the Oneida National Committee, respecting the sale of the Oneida School property.

Mrs. Kellogg's present complaint is that the Roman Catholics furnished the money to pay for this property. A certified check from the Barnby Land and Investment Company was received here, equal to the appraised value of the land and buildings, and the fee patent issued to the Company gave it a good merchantable title.

The facts as to the Oneidas' title to the property and the law authorizing a sale for the tribal benefit have been repeatedly explained to the members of the Oneida National Committee, apparently without satisfying them. There is no reason to believe that the present owners will not conduct an institution as worthy as are its other projects.

The proceeds have not been distributed, as Mrs. Kellogg believes; nor has the Superintendent been authorized to make a distribution. The money is still in the Treasury of the United States carried as "Indian Moneys, Proceeds of Labor, Oneida Indians, Wisconsin".

Cordially yours,

3-RFP-3

(Signed) Chas. H. Burke
Commissioner.

Hon. J.W. Harrold,

United States Senate.

Filed by F. N. H.

INSTALLED COPY - FOR FILE

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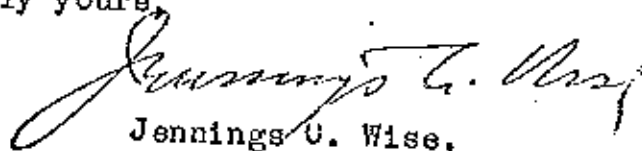
Dec. 14, 1925.

The Honorable Charles H. Burke,
Commissioner of Indian Affairs,
Washington, D. C.

Sir:-

As counsel for the Oneida Nation, under Power of Attorney dated November 24, 1925, and executed by Nelson Metoxen, Henry Smith, Jonas Schuyler, Sam Stevens, Aaron House, John Powless, M. N. Powless, and Tomas King, I am instructed to make this formal protest to the Government against the distribution to the members of the Oneida Nation of Government checks covering the annual allotment of tribal funds in combination with distributive shares of the fund derived from the sale by the Government of the school property in Wisconsin, and to give formal notice that the acceptance of such checks by individual Oneida Indians will not be deemed by the Oneida Tribe in any way binding upon it as an acknowledgment of the legality of the sale of the said property.

Respectfully yours,


Jennings C. Wise.

JCW-Les

Filed by F. N. H.

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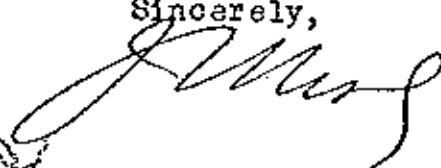
December 14, 1935.

The Honorable Chas. H. Burke,
Commissioner of Indian Affairs,
Washington, D. C.

My dear Mr. Burke:-

Enclosed herewith please find a formal protest on behalf of the Oneida Nation against the distribution of funds derived from the sale by the Government of the Oneida School property in Wisconsin in combination with the annual allotment. This protest is presented by me merely to safeguard any rights which a completed study of the Oneida claim may show that the tribe possesses in the premises. As yet I have formed no judgment as to the merits of their claim that the sale of the school property was without authority of law, but am studying the case from the records available to me. From their statement of the facts it would appear that there exists the basis for an injunction proceeding to restrain the impending distribution of funds but such action I refuse to take until I am convinced by personal study of the official records that it is justified and that it would not be an unwarranted interference with your office and an unnecessary expense to the Indians, and I have so advised the Oneidas. Should the records disclose any illegality in respect to the sale mentioned, my experience leads me to believe that you will be as ready in that case to have the Indians assert their rights as in other cases, and that your office will oppose no objections to a full examination of the transaction.

Sincerely,



JCW-Les

*Mr. Munn
Mr. Fisher*

Filed by

(COPY)

Oneida, Wisconsin
April 24th, 1926.

with All...
7 1926
29888

Mr. Sam Bell
Green Bay Wisconsin

Dear Mr. Bell:

Enclosed please find some of the checks of the Roman Catholics sent through you and the Indian Bureau to the Oneidas in supposed payment of the Oneida School property which we contend was illegally sold.

In a general Council held at Oneida right after these checks had been issued the people made another protest against the method of the Indian Bureau in disposing of property the title to which was voted in the Oneida Nation. The checks were distributed against the protest of the Oneida National Committee, and those of the people who received the checks where the two items of the Annuity payment and the Government school sale money were mixed, claim they did not understand that such monies could be so mixed and that they thought it was an annuity check. As you know many of them do not read.

We the undersigned vehemently protest against such unfair methods being foisted over the people and please fund the checks returned. We will take up the matter of our rights to this property through the Courts.

Awaiting an acknowledgement of this letter and accompanying receipts for the return of the enclosed checks we are

(Sgd) Henry Smith
Elizabeth Johnson
Solomon Skenandore
McKenzie Skenandore
Mrs. McKenzie Skenandore
Peter his Skenandore
x
mark

Very truly,
(Sgd) L. C. Kelloog
Robt. E. Kelloog
Miss Alice Cornelius
C.P. Cornelius
P.F. Cornelius
Celecia Cornelius
Vernon A. Cornelius
Mildred Cornelius
Nelson Metoxen

Koshena Indian Agency,
Keshena, Wisconsin,
June 14, 1926.

Mr. Henry T Smith,
Route 1,
Oneida, Wisconsin.

Dear Mr. Smith:

Receipt is acknowledged of the following
described checks:

No.	Payee	Amt:	Date	Symbol
15269	Laura M. Kellogg	14.15	11/5/1925	33458
14816	Alice Cornelius	7.08	do.	do.
15719	Solomon Skenandonh	7.08	"	"
15748	Henry Smith	7.08	"	"
15275	Elizabeth Johnson	7.08	"	"
15399	Welson Metoxon	7.08	"	"
15883	McKenzie Swamp	35.40	"	"
15713	Peter Skenandonh	14.15	"	"
14812	Chester P. Cornelius	7.08	"	"

These checks were returned to this Agency
with your letter of April 24th, 1926, by Mr. S. A. Bell
of Green Bay, formerly Financial Clerk in charge of the
Oneida Sub-agency.

Very truly yours,

Asst. Superintendent

AMM
Enc-9

Aug. 30, 1928.

We desire adjudication of the error made by the Commissioners of Indian Affairs, who closed the Oneida Boarding School at Oneida, Wisconsin in 1920, maintained by the United States for the Oneida children; the school was recently sold by the Commissioners over the protest of the Oneidas, and the sale forced upon us. In section 5 of the General Allotment Act, of February 8th, 1887, it is provided that only the United States has the right to purchase the unallotted Indian lands when the Indians chose to sell; that consent must be obtained from the Indians and the purchase to be ratified by Congress, before the sale becomes valid and the deal completed. The site of the said once Oneida School is on an unallotted Oneida land.

Wm. Skenandore
Chairman Oneida Indians.

RECEIVED

SEP 13 1928

ADMINISTRATIVE
SCHOOLS

E. R.

MR

AUG 23 1923
copy

Mr. William Alexander,
U.S.D. #1,
Onida, Wisconsin.

extra

My dear Mr. Alexander:

The receipt is acknowledged of your letter of August 22, 1923, concerning the affairs of the Onida Indians, both individual and tribal.

Careful consideration will be given to the various subjects covered by your letter and answer to each will be made at an early date.

Sincerely yours,

(Signed) E. C. Finney
Acting Secretary.