

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.*

*Activities of Mrs Kellogg*

New York

File No.

1570

CONFIDENTIAL

Memorandum of R. L. McManus of his investigation into alleged violation of Section 1707 P.L. & R. of 1913 by O. J. Kellogg and Eli Skenandore, January 27, 1926.

Complaint in this case was made by the Hon. Charles H. Burke, Commissioner of Indian Affairs, through the Bureau of Investigation, Department of Justice. It was alleged that Indians of the so-called Six Nations of New York State were being defrauded in that they had been informed by O. J. Kellogg, Eli Skenandore and others that they were the rightful owners of several millions of acres of land in New York State which had been illegally sold by Indian tribes and in order to prosecute a claim they were solicited to contribute toward a fund which should be used for that purpose. Complaint was made to the Department of the Interior by the Hon. Frank Clague, Member of Congress from the Second District of Minnesota. Mr. Clague had been informed that Kellogg, Skendore and others were collecting sums varying from \$5.00 to \$25.00 per capita from Indians in the vicinity of Redwood Falls and other points. He believed that they were being defrauded and so brought the matter to the attention of the Hon. Charles H. Burke, Commissioner of Indian Affairs.

The case was given attention at Redwood Falls, Minn., by Inspector D. A. Collier, who submitted a report dated July 1st, 1924, same being with the files. He interviewed Mr. Alfred C. Delliuff, an attorney-at-law and was informed that neither Kellogg nor Skenandore resided at Redwood Falls and that it would be difficult to secure information from the Indians, as they were skeptical of a person who questioned their claim. The inspector interviewed a Mrs. Joseph DeGrot and she informed him that the Indians of Redwood Falls and a former agency located near Morton, Minnesota, had formed an organization for the purpose of collecting funds toward the prosecution of a claim for lands in New York State. Mrs. DeGrot stated she was satisfied the claim was just, as she had frequently heard her father say that certain lands in New York State had been wrongfully taken from the Indians. She said that the organization met at her home once each month for the purpose of collecting funds which were turned over to Carl Pendleton, an Indian, who acted as treasurer of the organization and resided near Morton, Minnesota. Mrs. DeGrot said that there had been a meeting at her home May 17th, 1924, when a sum of money unknown to her was collected from the Indians present. She believed that this sum of money was forwarded May 19th, 1924, to George Thomas, an Indian Chief residing at Syracuse, New York. Mrs. DeGrot said that Frank Welch, Sr., an aged Indian, was president of the local organization and that he resided at Redwood Falls. Mrs. DeGrot and her family contributed monthly to the collections made at her home and she was of the opinion that her people would benefit. Inspector Collier was unable to locate any others who had contributed.

*File in file*      *Albert J. Kennedy*      *Commissioner to*

It was ascertained that Mr. Frank Welch, Sr., registered at the Redwood Falls post office letter No. 1115 on March 22nd, 1924, addressed to George Thomas, 301 Schopfer Apartments, Syracuse, New York. On the same date the First National Bank of Redwood Falls issued cashiers check No. 6915 for \$86.00 to Earl Pendleton, made payable to George Thomas. It is supposed that this check was contained in register No. 1115. Clerk C. L. Farver, who registered the letter at Redwood Falls, remembered that Mr. Pendleton accompanied Mr. Welch at the time the letter was presented for mailing. On April 16th, 1924, Mr. Frank Welch, Sr., registered letter No. 1270 at the Redwood Falls post office, addressed to George Thomas, same address, Syracuse, New York. On the same date Mr. Welch purchased cashiers check No. 7015 at the First National Bank of Redwood Falls, payable to George Thomas, in the amount of \$70.00. It was supposed that the registered letter contained the described check.

It was learned that O. J. Kellogg, a white man married to an Indian, and Eli Skenandore had personally solicited the Indians at Redwood Falls but it was not possible to obtain evidence that the mails had been used unless they had been used by Mr. Skenandore in writing to Mr. J. B. Cross relative to efforts made by Skenandore to collect funds. The case was then referred to the New York Division for attention at Syracuse, where Chief George Thomas resides.

In the file of papers submitted there is a report dated December 15th, 1923, by Mr. Charles A. Eastman to the Commissioner of Indian Affairs, Washington, D.C., covering his investigation of the alleged fraudulent practice of soliciting funds from the Indians. He visited Redwood Falls, Minn. and made some inquiry and he interviewed certain Indians in Washington, D.C. Mr. Eastman was of the opinion that the Indians had no claim and stated that Dr. Arthur C. Parker, archeologist of the State of New York, a man of Iroquois blood, who is in touch with anything concerning the so-called Six Nations of New York, has stated that there is no possible basis for a land claim by the Oneidas. Dr. Parker was a member of the committee appointed by the New York Legislature pertaining to the affairs of the Six Nations. Mr. Eastman did not learn any legal means which could be taken by him to put a stop to the soliciting of funds from the Indians. Mr. Eastman's investigation appears to have been made prior to the date the case was turned over to the Post Office Department.

Investigation in the vicinity of the Onondaga Reservation showed that the Indians located here have not contributed any funds to be used in recovering lands from the State of New York. This reservation is some six miles south of the City of Syracuse, New York. Chief George Thomas, who resides on this reservation, was interviewed and admitted that the two letters mailed at Redwood Falls by Frank Welch, Sr. were received by him at Syracuse, New York and that they contained money which had been collected from Indians in the vicinity of Redwood Falls and which, it had been represented by those collecting it, was to be used in prosecuting a suit against the State of New York to recover

*James J. [unclear]*

*Albert [unclear]*

*Henry [unclear]*

*[unclear]*

lands which had been wrongfully taken from the Indians of the Six Nations. Chief Thomas informed me that he is a member of the enrollment committee of the Six Nations Confederacy and that he looks after the enrollment of Indians as subscribers to a fund which is being raised for the purpose of instituting proceedings against the State of New York to recover certain lands which the Indians of the Six Nations believed were wrongfully taken from them. He states that all contributions received were made voluntarily and only those who were able to pay were called upon to do so. He further states that the Six Nations passed a resolution that where those who were able to pay did not contribute toward this project, so far as the Six Nations were concerned they would not share in the benefits obtained if any were forthcoming. Chief Thomas advised me that Mrs. O. J. (Laura) Kellogg was a member of the finance committee but that her husband was not a member of this committee, but was a member of the enrollment committee. He further advised that Mr. E. A. Everett, an attorney residing at Potsdam, New York, and the law firm of Wise, Whitney & Parker, 16 William Street, New York, N.Y., are the attorneys retained by the Indians to represent them in their effort to recover these lands. Chief Thomas advised that he had placed all funds received at the City Bank Trust Company, Syracuse, N.Y., and that all money was used in the promotion of a project to recover lands for the Indians. This information was obtained in the form of two sworn statements. It was learned during these interviews that Chief George Thomas is supposed to receive a salary of \$5,000.00 per annum, but during the year and seven months which ended July 31st, 1925, Chief Thomas had received from \$2500.00 to \$3000.00, his salary not having been paid in full.

William E. Cornelius, treasurer of the Iroquois Tribe and a farmer by trade, was interviewed and stated that he was receiving a salary of \$1200.00 per annum and that his salary was paid to date on July 31st, 1925. Mr. Cornelius is a member of the finance committee, which committee has charge of disbursing the money raised to further the recovery of lands from the State of New York.

Mr. B. A. Walker, a member of the executive committee, a Canadian Indian who resides at Kuncoy, Ontario, Canada, was interviewed and he stated that he received no compensation, but has his expenses paid when he attends meetings of the executive committee.

Mr. Livingstone Crouse, an Indian from the Onondaga Reservation and secretary of the Iroquois Confederacy, was interviewed and he informed me that he receives a salary of \$1200.00 per annum for his work in connection with the project of raising money to be used in an action against the State of New York to recover lands believed to have been wrongfully taken from the Indians.

*Albert J. Kennedy*  
*Albert J. Kennedy*  
*Albert J. Kennedy*

During these interviews with Chief Thomas, Treasurer Cornelius and Secretary Crouse it was learned that Mr. E. A. Everett, Potsdam, New York, had been paid \$10,000 for writing a brief setting forth the complaint of the Indians vs. the State of New York. It was further learned that a contract had been made with Wise, Whitney & Parker, New York, N.Y., and Mr. E. A. Everett, Potsdam, New York, for a period of five years and signed by duly elected representatives of the Six Nations. This contract was dated September 23rd, 1924 and according to its terms, \$1200.00 per month is to be paid these lawyers until \$75,000 has been paid them for their work. It was further represented that throughout the country from 10,000 to 11,000 Indians were enrolled and supposed to pay \$1.25 a month toward the fund, but that of this number, there are those (old people and young children) who are not taxed. Chief Thomas did not know the exact number of people contributing for the reason that he claimed each tribe or nation or such subdivision as had authority took charge of collecting its own taxes. The two sworn statements setting forth the information obtained from Chief George Thomas were subscribed and sworn to by William K. Cornelius, the treasurer and a prominent Indian of the Onondaga Reservation.

The investigation disclosed that William K. Cornelius, is a cousin of Mrs. Laura C. Kellogg, wife of G. J. Kellogg. The finance committee which has charge of disbursing funds collected consists of the following persons, all of whom are largely under the control of Mrs. Kellogg:

|                     |             |                          |
|---------------------|-------------|--------------------------|
| George E. Thomas,   | Head Chief, | Nedrow, N.Y.,            |
| Wm. K. Cornelius,   | Treasurer,  | " "                      |
| Mrs. L. C. Kellogg, |             | Seymour, Wisc.,          |
| Mitchell Twoaxe     |             | Caughnawaga, P.Q., Can., |
| Spencer Gordon      |             | Gowanda, N.Y.            |
| *(Since deceased.)  |             |                          |

It is stated that this committee has no regular dates for meeting, but meets as often as it is necessary at the Onondaga Reservation, Nedrow, New York. Of course, the committee is controlled entirely by Mr. and Mrs. Kellogg.

Investigation was made at Gowanda, New York, and on the Cattaraugus Reservation. It was learned that Cornelius Plummer, an Indian Chief on that reservation, a blacksmith by trade, is the chief of the Seneca Tribe of the Six Nations. He was a local member of the enrollment committee and the one who collected money from the Indians in the vicinity of Gowanda, New York. His affidavit was obtained and he stated that at different times during the past two years he has heard that Laura C. Kellogg of Seymour, Wisconsin, makes speeches urging Indians to contribute to the

*John W. Ryan*      *Albert H. Newberry*

cause of recovering lands. He stated he heard her say that those Indians who were able to contribute would not share in the recovered lands unless they would contribute their prorata share of the money raised. He stated she said they would forfeit their rights if they did not pay when they were financially able to do so. These talks were made on the Cattaraugus Reservation. He states he also heard similar talk by O. J. Kellogg, husband of Laura Kellogg, when he was speaking in public on the Cattaraugus Reservation. Chief Plummer stated that the finance committee handles the money raised and that this committee was created by the council of Indian Chiefs of the Six Nations. He also stated that he does not receive a salary for his services as agent but is allowed a fee of twenty-five cents per month from each Indian paying his regular enrollment tax of \$1.25. He further stated that \$15.00 a year covers the tax of one family, except that the head of the family must pay \$1.00 each to enroll his children under sixteen years of age or to enroll his wife. Chief Plummer stated he believes he has sent in about \$200.00 and at the same time stated that he has collected from some hundreds of families. He concluded his statement by saying that the move to withhold an Indian's share of lands recovered in case he should not contribute was taken by the council chiefs and did not originate with either Mr. or Mrs. O. J. Kellogg.

Other Indians interviewed near Gowanda were Clarence Plummer, Chief Spencer Gordon, Chief Elon Bels, and Thomas Fox, all Seneca Indians. Chief Gordon stated that the council chiefs passed a resolution to the effect that only those paying toward the fund should share in money recovered from the State of New York. He heard Chief Thomas say this but did not hear either Mr. or Mrs. O. J. Kellogg make that statement. Chief Gordon stated he receives no salary for his services but has his expenses paid when he attends meetings of the council.

Chief Elon Bels stated he heard Mr. and Mrs. Kellogg say that only those who paid toward the project could share in money recovered. He receives no salary, not even expense money. He says the council of chiefs passed a resolution relative to what the result if an Indian was financially able to contribute and did not do so.

Thomas Fox, an Indian of low mentality, says he heard Chief George Thomas say that only those who paid toward the fund should share in the money recovered.

The files contain sworn statements submitted by T. Francis Jenerson, LaFayette White, Herman L. Bennett, Walter Kennedy, and the signed statement of William C. Hoag, all Indians of the Cattaraugus Reservation residing in the vicinity of Salamanca, New York, and in

*James W. ... Albert ... Kennedy ...*

which the affiliates or those signing say they have heard O. J. Kellogg, George Thomas and Livingstone Crouse make speeches on or about July 15th, 1924, at the Iroquois Community House on the Catteraugus Reservation, in which it was said that only those who were enrolled and contributed toward the fund being raised could share in the lands recovered from the State of New York.

It appeared that Edward A. Everett, Attorney-at-Law, Potsdam, New York, and a former member of the Assembly of the State of New York, has done considerable work in connection with this claim for the Indians and it was largely on his representations that this movement was put under way. Mr. Everett was interviewed on July 21st, 1926, at Potsdam, New York and declined to make a sworn statement without first consulting with members of the law firm of Wise, Whitney & Parker, New York, N.Y., with whom he is associated in representing the Iroquois Confederacy in their proposed legal action against the State of New York. Mr. Everett advised me that while he was in the Assembly of the State of New York he was appointed on a committee to make a study of the Indian matters, especially their claim to certain lands. He stated that after having made an extensive study he became convinced that large and extremely valuable tracts of lands in the vicinity of Utica, Syracuse, Rochester and Buffalo, New York, has been wrongfully taken from the Indians and did not legally belong to those having possession. He communicated this information to certain Indians and later on was engaged to write a brief for these Indians, setting forth in full their claim and his reason for believing they had a claim. He states that in August, 1922, he was paid \$10,000 for writing such brief and made delivery of the brief about November 15th, 1923, to Chief George Thomas. He informed me that in February, 1921 he first met Mrs. Kellogg, who claimed to be wealthy and said she came from Wisconsin. After delivery of the brief, which was really a history of the Indian claim, Mr. Everett was hired by the Indians to engage in a study of their land claims and they were to pay him \$750.00 a month. He was to assemble data concerning their claim and its history and was to examine records concerning the sale of lands to white men by Indian tribes. He informed me that the Indians owe him \$4,000 for his services. After having made another study of Indian matters, Mr. Everett submitted a brief which was in turn submitted to Wise, Whitney & Parker, New York, N.Y., and after it had been revised it was agreed that it should be used as a basis of a court action in an attempt to recover lands. Mr. Everett stated he is supposed to receive \$400.00 a month out of the \$1200.00 per month paid to Wise, Whitney & Parker, but that so far as he knows, no payments have been made to these attorneys since October, 1924.

Mr. Byrd B. Wise of the firm of Wise, Whitney & Parker, 15 William Street, New York, N.Y., was interviewed on July 22nd, 1926, and gave me substantially the same information which has been recited in this report. The firm is under contract, I was informed, with the Six Nations to sue

*Gene Egan*

*Albert H. Kennedy*

the State of New York in an effort to recover certain lands and, according to the contract, are to be paid \$1200.00 a month until \$75,000 has been paid. In case they are successful in their suit, their contract stipulates that Wise, Whitney & Parker shall receive 25 percent of the first \$100,000; 15 percent of the next \$400,000; 10 percent of the next \$500,000; and 5 percent of all the balance. Mr. Wise informed me that up to the date of our interview but \$3,500 had been paid to the firm, \$1,000 having been paid by Mrs. O. J. Kellogg January 28th, 1924, and \$2,500 having been received from the Six Nations on July 14th, 1924. The Firm of Wise, Whitney & Parker is of the opinion that the Indians have a rather good case, saying that their claim is at least a fairly strong one.

Mrs. Laura C. Kellogg was interviewed and stated that she is a citizen of the Iroquois Confederacy and engaged in the rehabilitation program of the Six Nations. As a worker of this project she holds the office of member of the finance committee and is the organizer of a movement to advance the Indian claim for recovery of lands in the State of New York. She stated that she had been promised the sum of \$6,000 a year for her services in connection with this project and that her husband, O. J. Kellogg, has been promised a like sum. From this salary she says they were to pay all their traveling expenses and she states that she and her husband travel rather extensively from one reservation to another and to New York City to interview their attorneys. The enrollment committee of the Six Nations passed a resolution to the effect that in order to become entitled to a share in any money which might be recovered from the State of New York, or from a citizen of that State, any person must have as much as 1/32 Indian blood. However, Mrs. Kellogg states that, not being a member of that committee, she cannot definitely state about that matter. She states she had nothing to do with the forming of such a ruling. She states that as the Six Nations of the Iroquois Confederacy passed a resolution that only those who pay their assessment TAX of \$1.25 per month (excepting those unable to pay) should share in the lands or money recovered, she has always told the Indians that only those who paid their share in raising money should share in the benefits derived. She says that while Mr. Kellogg and herself have been promised \$12,000 per annum, they have received only from \$600.00 to \$700.00 per month for their work. She states she has nothing to do with the keeping of accounts of money collected, and that no part of her salary or that of Mr. Kellogg has been paid by the Indians of the Onondaga Reservation, State of New York.

Mr. O. J. Kellogg was interviewed while riding on a train between Syracuse and Highland, New York. He had promised several times to visit my office and failed to do so, but agreed to meet me after the date of this interview, which was September 14th, 1925. However, he did not keep his promise. He informed me that

*Gene Lyons*      *Albert W. Hensley*      *W. R. Hensley*



he had read a copy of the sworn statement submitted by Mrs. Kellogg; that it was all a statement of facts. He admitted that he had represented to Indians outside the State of New York that only those Indians who contributed their \$1.25 a month, providing they were able to do so, should share in the lands recovered. He further stated that he had represented to Indians in speeches he had made that Edward A. Everett, Attorney-at-Law, Potsdam, New York, had said that the State of New York, through its legislature, would make a settlement in the matter of the contested lands for perhaps nine million to twelve million dollars if the Six Nations would get together so they could settle the land question. He denies he made the statement that New York State would not dare contest a suit brought by the Six Nations. He states that his salary and Mrs. Kellogg's salary is paid by the Indians of Wisconsin, who are Oneida, Stockbridge and Brothertown Indians. He admits he is a member of the enrollment committee, and says the duty of the committee is to enroll families. On the list of those who shall contribute, he states, are some Indians from the St. Regis Reservation, but only a few contributed through the Canadian organization. He states that the Indians of the Onondaga Reservation have not contributed, nor have they been requested to do so.

Under date of September 28th, 1925 the results of this investigation were communicated to the hon. O. D. Burden, United States Attorney for the Northern District of New York, at which time he was made fully acquainted with all the facts developed. His attention was invited to the fact that while the mails have been used but little, their use in furtherance of a scheme to raise money is well established, in that Chief George Thomas has admitted in a signed statement that money sent him by Frank Welch, Sr., Redwood Falls, Minnesota, had been received by him at Syracuse, New York, and the records of the Redwood Falls post office show the mailing of the two letters as registered. The mails were used in a few other instances but it would not always be easy to show that they were used directly in furtherance of the scheme. However, such use as was discovered would be corroborative. After the matter was referred to the office of the United States Attorney it was turned over by him to Assistant United States Attorney Leo M. Breed. Several interviews have been held with Mr. Breed, who does not feel that prosecution should be had. He has promised several times to write a letter, stating his opinion, which has been given to me verbally, but he has not done so. In view of the length of time which has elapsed since the date of submitting this report to the United States Attorney as well as his verbally stated opinion that he does not favor prosecution, it is believed unnecessary to hold the case longer.

*John Ingram*      *Albert H. Kennedy*      *W. R. H.*

It may be that with the additional information obtained, a prosecution could be undertaken because of the activities of Kellogg and his wife in the vicinity of Redwood Falls, Minnesota. The matter has not been presented to the United States Attorney who has the handling of cases arising in that part of the country and it might be well that the matter be presented to him for an opinion. It is apparent that money is being collected from the Indians in the vicinity of Redwood Falls and other points in the west, and that these Indians will receive nothing in return for this money. It is recommended that the case be transferred to the St. Paul Division in order that the matter may be presented to the proper United States Attorney in the State of Minnesota.

(Signed) K. L. Kellanus  
Post Office Inspector.

Note:

A test action was brought in the Northern District of New York by Wise, Whitney & Perker, and E. A. Everett, attorneys mentioned in this report, on behalf of James Deere, an Indian of the St. Regis tribe, who resides on a reservation near Hogenburg, N.Y. Complaint was filed in the case with the clerk of the court June 15, 1925, but has not been disposed of. Claim is made for lands near Massena, N. Y. Attention is invited to my report to the Honorable Oliver D. Burden, U.S. Attorney, dated September 4, 1925, a copy of which goes with the files, and which gives some information which may be of value if further investigation is made in the west.

*Gene Lyman*      *Albert J. Kennedy*      *W. J. ...*

*Harwick*  
MAY 29 1926 *Merritt*

My dear Mr. Schaeffer:

Receipt is acknowledged of your letter of May 26, 1926, inclosing a communication from Mr. E. H. Robinson, R. 1, Menasha, Wisconsin, in regard to an alleged suit against the State of New York by the Six Nations Confederacy.

In your letter you refer to Office letter to you of January 25, 1926. The suit mentioned in the previous letter was dismissed on the motion mentioned in the first paragraph on page 2, and this Office has received no notification that the decree has not become final.

No information has been furnished this Office in regard to any other suit or suits instituted or to be instituted against the United States or the State of New York in favor of the Six Nations Confederacy, and the self-constituted collectors of Indian funds do not appear to have any grounds for making the claims which are stated in your correspondent's letter as being made in regard to the payment of the proceeds of the claim to the Indians by July 1924.

This Office has used all means in its power to inform the Indians by public notice to the press and in other ways of the apparent falsity of the claims of the persons who are engaged in the collection of moneys for the alleged purpose of bringing a suit against the State of New York. Under date of November 21, 1924, this Department issued a Memorandum for the Press which was published in the newspapers of the country. A copy of the notice is being inclosed herewith.

From the evidence on file in this Office it does not appear that anything has been done by these people which would warrant prosecution in the Federal courts. The matter has been under investigation by the Post Office Department for some time, but they do not appear to have discovered any evidence which would warrant action against them for using the mails to defraud.

ENCLOSING COPY - FOR FILE

*J. H. ...*  
*...*

in view of the circumstances in connection with this matter it does not appear that the Indian Office can do any more than it has been and is doing to prevent the collection of these funds for the purposes alleged.

As the persons named in your correspondent's letter are citizens of the State of Wisconsin, except Lawyer Everett who is a citizen of the State of New York, it may be that, if the evidence should be found to warrant, the State authorities of Wisconsin are in a position to proceed against these collectors in the State courts for collecting money under false pretenses.

Your correspondent's letter is returned herewith; and a carbon copy of this reply is inclosed for your convenience.

Cordially yours,

*(Signed) Chas. H. Byrne*

Commissioner.

5-28 jad

Hon. George J. Schneider,

House of Representatives.

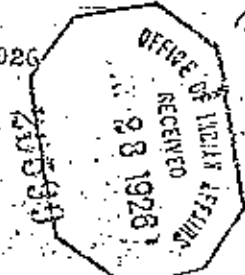
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 08-14-2010 BY 60322 UCBAW/STP/STP

House of Representatives

Washington, D. C.

*EMM*

May 26, 1926



*M*

Honorable Chas. H. Burke, Commissioner  
Office of Indian Affairs  
Department of the Interior  
Washington, D. C.

My dear Mr. Burke:

I am in receipt of another letter making inquiry concerning an alleged  
suit against the state of New York by the Six Nations Indians.

In your letter to me of January 25th regarding this same matter, I note  
that you advised me that the government has not brought any action for  
the Indians against the state, but that to your knowledge, there is a  
suit by one of the Indians of the St. Regis tribe against the St.  
Lawrence River Power Company. In view of the substance of the letter  
enclosed in which it is alleged that certain peoples in the city of  
Seymour are engaged in procuring funds from the Oneida Indians there  
and as an inducement for their contribution to this fund, the promise  
that they would participate in any benefits that may accrue as a result  
of the adjudication of the claim and if they do not contribute that  
they would be cut off from such rights, I respectfully request that you  
advise me whether or not these Indians have any rights as against the  
state of New York in a suit pending or that can be brought in the pro-  
tection of their interests against the state of New York.

*Handwritten:*  
No check  
P. O. No.  
9488  
10/18

It would seem to me that if these Indians can hope for no possible ben-  
efits as the result of the pending action against the St. Lawrence River  
Power Company and if they also have no pending or possible litigation to  
be started in the future against the state of New York for any rights  
that may have been violated against them, that the Bureau of Indian Af-  
fairs should take such action as to notify these Indians of the correct  
situation in order that they may not have further cause to be misled.

Trusting that I may have this information at an early date, I am

Respectfully yours,

*Handwritten signature:* G. J. Schneider

S/M

Enc.

THE SECRETARY OF THE INTERIOR  
WASHINGTON

December 9, 1936.

COPY FOR INTERMATIC

SE

*Hubbs*

Mr. W. H. Rockwell,  
Secretary and Treasurer,  
Onida Nation,  
Onida Reservation,  
Onida, New York.

My dear Mr. Rockwell:

I have your letter of November 29,  
with accompanying papers, and in reply am  
inclosing a memorandum submitted by the Com-  
missioner of Indian Affairs. The memorandum  
indicates that this department has no juris-  
diction over the matter about which you write.

Very truly yours,

(Signed) Herbert Work

Inclosure.

FILED BY M. P. 12

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
OFFICE OF INDIAN AFFAIRS

WASHINGTON.

December 6, 1926.

MEMORANDUM FOR SECRETARY WORK.

The accompanying letter from W. H. Rockwell, who signs himself as the Secretary and Treasurer of the Oneida Nation, refers to the probate of the will of Lydia Doxtater, deceased, formerly of the town of Oneida, New York.

Mrs. Doxtater was, during her lifetime, a member of that branch of the Oneida tribe of Indians which remained in the State of New York when the greater part of the tribe emigrated to Wisconsin in accordance with the treaty of February 3, 1838 (7 Stat. S., 566). The lands under controversy have been in the immediate family of Mrs. Doxtater for approximately seventy-four years, and Stella Miller, mentioned in the accompanying petition, is her daughter.

That part of the tribe which remained in New York because, by agreement, the possessors of lands adjacent to the present town of Oneida. Under State statutes these lands were parceled out in severalty by and among the Indians of the tribe. The individuals of the tribe acquired no title but only a possessory interest in the land. Some litigation has resulted in recent years involving these lands - United States v. Boylan, 256 Fed. Rep., 468 and 265 Fed. Rep., 165. There are no Federal Statutes specifically subjecting the Oneida Indians of New York

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
OFFICE OF INDIAN AFFAIRS

WASHINGTON.

December 6, 1936.

MEMORANDUM FOR SECRETARY ROBE.

The accompanying letter from W. H. Rockwell, who signs himself as the Secretary and Treasurer of the Oneida Nation, refers to the probate of the will of Lydia Dextater, deceased, formerly of the town of Oneida, New York.

Mrs. Dextater was, during her lifetime, a member of that branch of the Oneida tribe of Indians which remained in the State of New York when the greater part of the tribe emigrated to Wisconsin in accordance with the treaty of February 3, 1838 (7 Stat. L., 508). The lands under controversy have been in the immediate family of Mrs. Dextater for approximately seventy-four years, and Stella Miller, mentioned in the accompanying petition, is her daughter.

That part of the tribe which remained in New York became, by agreement, the possessors of lands adjacent to the present town of Oneida. Under State statutes these lands were parceled out in severalty by and among the Indians of the tribe. The individuals of the tribe acquired no title but only a possessory interest in the land. Some litigation has resulted in recent years involving these lands - United States v. Boylan, 256 Fed. Rep., 468 and 265 Fed. Rep., 165. There are no Federal Statutes specifically subjecting the Oneida Indians of New York



17

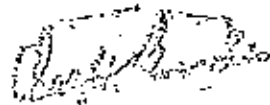
or any of their lands in that State to the jurisdiction of the Secretary of the Interior and the only jurisdiction exercised by the Department is that granted by section 463 of the United States Revised Statutes. In the absence of specific legislation granting jurisdiction over the New York Indians this Department has not attempted to assume jurisdiction over their affairs.

The question of wills by Indians in the State of New York was presented under a recent case - United States ex rel. Pierce v. Wada (234 Fed. Rep., 111), -affirmed in United States ex rel. Kennedy v. Tyler (263 U. S., 13). In this case the court held in effect that actions of this kind should be pursued through the courts of the State, but after the cases have passed through all the State courts the authority of the Supreme Court may be invoked to protect a party against any adverse decision involving the denial of a Federal right properly asserted by him.

In accordance with the decision of the court in the Kennedy case, this Department advised Mr. Rockwell on October 2, 1926, among other things, that the matters referred to by him and which are again brought up must be referred to the tribunals of the State. It, therefore, appears that there is nothing this Office can do to assist Mr. Rockwell at this time.

Sincerely yours,

12-6 jmb



Commissioner.

Oneida Reservation,  
Oneida, N. Y.

Nov. 21/26

Mr. Herbert Work,  
Secretary of the Interior,  
Washington, D. C.

Dear Sir:

RECEIVED  
NOV 24 1926  
TO NEW YORK OFFICE  
DEPT. OF THE INTERIOR

OFFICE OF THE  
REG.  
NOV 24 1926  
3385

Land was never allotted  
as it has been claimed  
by our neighbors whom  
the poor and land hungry  
lawyers took advantage  
of my uneducated Indian  
people when their lands  
were measured so that  
the State could ascertain  
how much to pay each Indian  
who wished to go away.  
The man was patented

issued on the land in  
question. The executor's  
family have been paying  
of this land for seventy  
four years and have never  
paid taxes.

The executor's attorney,  
Charles Coville, of Oneida  
agrees with me that the  
land in question is the  
same as the one you  
referred to, Boylan & George  
(33 N. Y. R.D. 514) and  
United States v Boylan (250  
Fed. 468 and 205 Fed. 105)

In fact I was the  
investigator of the above  
defense. And I am now  
living on the land that

was involved.

If there is no office in  
the United States to come  
to our aid as we were  
promised in the Treaty,  
we shall have to defend  
ourselves with our bare  
hands.

Yours truly

W. C. Rockwell

Secretary Treasurer  
United Nations

47 -20  
MAR 14 1873  
Weekley  
Journey

Miss Hazel V. O'Brien,

Hartline, Washington.

My dear Miss O'Brien:

Receipt is acknowledged of your letter of February 25, in which you request information concerning alleged claims of the New York Indians against the State of New York.

No suit has as yet been instituted by the Indians against the State of New York. An Indian of the St. Regis Tribe instituted a suit against certain corporations of the State, entitled James Deere, a member of the St. Regis Tribe, on behalf of himself and all other members of the St. Regis Tribe against the St. Lawrence River Power Company et al. in the United States District Court for the Northern District of New York. The State of New York became a party defendant at its own request. The United States did not intervene.

Should a suit be instituted against the State and the case be determined in favor of the Indians, the money recovered would be distributed pro rata to the members of the tribe living at the time of the distribution unless another method was devised by the Court or by Congress for such distribution. Shares of tribal members are not descendible unless expressly made so by statute.

Very truly yours,

(Signed) E. J. Meritt

Assistant Commissioner.

Working Copy - For file ✓

3-13-10-1

1013 25