

June 14, 1976

Oneida Tribe of Indians of Wisconsin
Tribal Business Committee
Oneida, Wisconsin 54155

Attention: Mr. Furcell Powless, Chairman

Dear Business Committee Members:

At the request of the Tribe, I have reviewed the history of the Oneida lands of approximately 113 acres presently occupied by the Sacred Heart Seminary, located on the Oneida Indian Reservation.

In doing so, I have acted as an Oneida Tribal member, separate and apart from my duties as an employee of a Joint Congressional Commission.

In this letter, there is a relative absence of the discussion of Oneida Tribal treaty rights as it affects statutory and case law related to contemporary Oneida Indian land rights. This should be temporarily deferred to a more in-depth discussion on the actual mechanics of what I believe, is an illegal land transaction through the Murphy Land and Investment Company to the Catholic Diocese of Green Bay. In-depth treaty review should be undertaken immediately, however, for it would most certainly affect any imminent or prospective legal considerations.

I have not been able as yet to examine the legal import of a seeming indication of the existence of multiple evidences of regulatory and procedural error in the transactions. As an example, the Comptroller General of the United States disallowed the claim of the Milwaukee Journal for an advertisement of the sale of the Oneida School plant on the basis that no written authority (for the advertisement) was extended by the Interior Department.

This is one very clear example of statutory and procedural error. At the time of the final sale, there was no advertisement and no bid. Indeed, the Murphy Land and Investment Company of Green Bay, acting as an admitted agent for the Catholic Church, bid to meet the government appraisal of 1921 and the Commissioner accepted that bid on May 5, 1924.

While it is a small matter, it is my personal opinion from previous observations of other cases, that administrative and procedural sloppiness usually accompanies legal misapplications in the unlawful seizure of Indian lands during this terrible period in American Indian history. It is indicative of the criminally contemptuous and cavalier attitude that the United States adopted toward its legally required and sacred trust responsibilities.

An examination of the Oneida treaties related to educational obligations on the part of the United States government should also be examined closely.

Additionally, statutes authorizing and providing conditions for the closure of schools at that time should be closely inspected by legal counsel. For instance, under the same Act (Act of February 20, 1920, 41 Stat. 408) cited as the authority for sale, legal requirements for closure were imposed. It provided "that all reservation and non-reservation boarding schools, with an average attendance of less than forty-five and eighty pupils respectively shall be discontinued on or before the beginning of the fiscal year 1921" (emphasis added).

Let us here restate that in order for the government to close the Oneida Boarding School, an average of 45 students or more in previous years to 1919 would have precluded the Indian Office from closing the Oneida Boarding School. Suffice it to say that there is probably ample evidence that the school was closed in violation of existing law.

It is, however, important to emphasize that the actual process involved in the illegal sale of the property is the most relevant subject at this point in time. The Tribe should direct all its immediate energies to initiating action against any further efforts to immediately sell or transfer the property and further, to legally invalidate the original sale. Subsequently, the property should be transferred to its original and legal owners, the Oneida Tribe of Wisconsin.

There were many defects in the Indian Allotment system under the Dawes Act of 1887 and Acts supplementary thereto. One of those defects was that the Secretary of the Interior was authorized and directed to issue patents to duly authorized missionary boards or other proper authority, of any religious organization engaged in mission or school work on any Indian reservation - generally, to such lands that were being used and occupied by such organizations for mission or school purposes at the time of the passage of the Acts. An example of this process of granting the lands of Indians to such organizations is found in the Act of 1909, Chapter 263, granting Oneida lands to the Diocese of Fond du lac, organized under an Act of the State of Wisconsin entitled, "An Act to provide for the incorporation of trustees to hold property for religious purposes in certain cases, approved March 2, 1875", with reference to Claim No. 147.

Such provisos respecting religious establishments was an integral part of the allotment process and in each of those cases, in order for the churches to qualify for free Indian lands, it was required that the churches receiving such grants must be, at the time of the passage of such provisos, doing religious or educational work among the Indians and be in possession of certain lands.

With reference to the provisions for Indian school lands at Oneida, Congress provided in the Indian Appropriations Act of May 27, 1902 (32 Stat. 265):

"To enable the Secretary of the Interior to purchase additional land from the Oneida Indian allottee or allottees of Wisconsin for the use of the Oneida Indian school, one thousand dollars, or so much thereof as may be necessary, to be paid to said allottee or allottees; and the allottee or allottees from whom said land may be purchased are hereby authorized and empowered to sell and convey the same to the United States for said purposes." (Emphasis added.)

Pursuant to the explicit provisions of the above proviso, an indenture was made and entered into on November 14, 1902, by and between George Doxtater and his wife, Mary, an Oneida Indian and allottee under the General Allotment Act of 1887. The indenture referred to above (recorded in the Brown County, Wisconsin official Book of Deeds No. 104 at pages 435-436) set forth the clear purpose of the purchase and the purpose for which the Indians were authorized and empowered to convey their land to the United States and assigns, that is, for Oneida Indian school lands purposes.

In light of the above and the fact that the Doxtater's conveyed those lands described in said indenture together with all the improvements thereon, and the appurtenances thereunto belonging, and did warrant the title to same to the United States and assigns forever, under the explicit provisos provided, it seems clear that the Oneida Indians, for whose benefit the land was purchased and, by an Oneida, was sold (e.g., for Oneida Indian school purposes and none other), that the Oneida Indians are the beneficial owners and assigns of the lands described therein.

One of the two documents citing existing authority under the special Act of Congress allowing disposal of Oneida or other Indian school lands in the area that we can find is indicated as the instrument on file (recorded on the 10th of January, 1938) in Outagamie and Brown Counties in Wisconsin, designated as signed by Hubert Work, then Secretary of the Interior, and is cited under the Act of May 25, 1918 (P.L. No. 159), Stat. 176, which applied by its clear language to the former Wittenberg Indian School, and therefore did not apply to claim 145 lands (enclosure #69159) and 70 miles away, any more than it applied to the Brooklyn Bridge!

Thereafter, and on the same second day of October, 1924, the Office of Indian Affairs, Department of the Interior, entered into an indenture on behalf of the United States of America and the Murphy Land and Investment Company, a corporation of Green Bay, Wisconsin.

The Office of Indian Affairs' indenture identified by "enclosure #69157", purported that the property described therein situated on the Oneida Indian Reservation in Wisconsin, "constitutes the now-abandoned Oneida Indian Boarding School plant, consisting of 118.71 acres with the buildings thereon." (Emphasis added.)

Said indenture purported further that: "The operation and maintenance of the said school as a government institution has been discontinued and that no part of the property is longer needed for Indian or administrative purposes, and therefore, the lands and buildings are subject to sale and disposition in the manner provided in the following Acts of Congress:" (Emphasis added.) Thus, the alleged authority for the sale of the lands thus affected were:

"(a) Claim 145: Under the Act of February 14, 1920 (41 Stat. 408-415), which was 80 acres in Sections 3 and 4, twp. 23N, R 19 E, 4th PM Wisc., which was land 'unceded and retained and set apart for tribal school purposes, said tract being the site of all the buildings'.

"(b) Covered by the said indenture were the three tracts aggregating 38.71 acres 'hereinafter more particularly described, lying within the boundaries of Oneida Allotment No. 1, made to George Doxtater, acquired by the United States for farm use in connection with the said Oneida school, by purchase from the allottee; purchase and title being evidenced by deed executed by the allottee and his wife on March 20, 1903'."

It is therefore very noteworthy that Claim 145 could be disposed of by the Secretary of the Interior under the Act of February 14, 1920, (41 Stats. 408-415) only where the lands to be disposed of were "*** not longer needed for Indian *** purposes." (Emphasis added.)

It is likewise noteworthy that even if the 38.71 acres of the Doxtater lands could be sold without the consent of the beneficial owners and assigns (the Oneida Indians), such could not legally be done under authority of the Act of March 2, 1917 (39 Stat. 969-973) since that Act only applied to land that was purchased by the United States for day schools or other administrative uses.

It is clear that the Oneida Indian School was an Indian boarding school as was set out in the second paragraph of the above-mentioned indenture between the Office of Indian Affairs and the Murphy Land and Investment Company.

The chain of title for the property in dispute has consistently recorded a quitclaim deed which is a reflection of a defect in title and the least protection to the buyer. The Interior Department knew that they could not extend a full covenant or warranty deed even when

they subsequently indicated on December 3, 1924 to the Chairman advising the Tribe that they would defend a non-existent warranty on the title to the property in question.

In land conveyances, at this point in time, an abstract of title was a prerequisite of government conveyances. The abstract would contain all instruments of conveyance from the start of the chain of title and would be up-dated prior to subsequent conveyances. The appropriate county records should be checked and a chain of title be run out for subject property. Such documents are generally filed by legal description; i.e.,

Tract 3 in Brown County. Beginning at the NE corner of Claim 145 in Section 3, Township 23 North, etc...

That the Oneida Indians and Doxtators bitterly opposed the closing of the Oneida Indian School and its sale, is a matter of record. Moreover, it appears that for the most part, the purported conveyance of the property in question to the Catholic Diocese of Green Bay from Murphy Land and Investment Company is, in fact, a quitclaim and the purported conveyance from the Catholic Diocese of Green Bay to the Sacred Heart Seminary is likewise a quitclaim under which each took with notice of the rights of the Indians.

The above statement of facts, together with the further discrepancies we seem to be confronted with by the conveyance of land under the signature of the past-Secretary of the Interior, Hubert Work, both as to authority and legal descriptions. These are cogent reasons why the Oneida Indian Tribe should conduct an extensive title search on the lands in question and if necessary, initiate legal action to protect their land rights; that is to say little of the government's trust responsibilities to the Indians or the moral and legal obligations of the church to those it serves.

At any rate, the condition precedent to sale of such land as required by law that the lands be "not longer needed for Indian *** purposes " could not have been complied with by the Department of the Interior. For instance, the Oneida Indians had been pauperized in 1924 by having been placed under the Allotment Act of 1887. At all times thereafter, a trust duty did arise under that Act that the government cannot escape. That duty includes making land available to unallotted Indians and unallotted orphans of the tribe, etc.

It is to be noted that the purported transfer of the Oneida School lands to the Murphy Land and Investment Company was under date of October 2, 1924.

Under the Act of February 14, 1923 (c. 87, 42 Stat 1246), 25 USC 335, however, the provisions of the Allotment Act as applied to the Oneida

Tribe had been extended to include such lands for allotment purposes where they are no longer needed for the original purposes for which they were purchased by the government.

25 USC 335 reads as follows:

"Unless otherwise specifically provided, the provisions of Section 331-334, 339, 341, 342, 348, 349, and 381 of this Title are extended to all lands heretofore purchased or which may be purchased by authority of Congress for the use or benefit of any individual Indian or band or tribe of Indians."

Furthermore, the Act of June 2, 1924 (43 Stat 253) which declared all Indians born within the territorial limits of the United States to be American citizens explicitly reserved to them their right to share in all tribal and other property. Such individual property rights are deserving of constitutional guarantees and protection.

That right includes the right to allotment, where qualified, and it cannot be said, therefore, that the lands in question could be disposed of to the Murphy Land and Investment Company or to the church, either legally or in good faith, while such a need for land existed among the Oneida Tribe, the Oneida orphans, much less the other unallotted Oneidas.

In the following pages, a chronological order of various documents including letters, is summarized to provide an overview of obvious and salient points related to possible evidence and law which bear on the Oneida Indian Boarding School case.

The exact documents related to are attached as enclosures. A more complete record thus far obtained will be forwarded under separate cover since they are too bulky and extensive to be forwarded under cover of a letter.

We will begin with the sequence of events just prior to the actual sale and transaction of October 2, 1924.

October 4, 1921

A board of appraisers, including the Superintendent, determined the valuation of the Oneida school to be \$21,774.25 of which \$20,774.25 for 118.71 acres of land and buildings which was determined at \$1,000.00.

Subsequent to these determinations, Laura Cornelius Kellogg, a Tribal member and an officer of the Oneida National Committee, participated in extensive efforts to acquire the property for the Tribe. Indeed, at one point, Mrs. Kellogg successfully submitted a high bid

on the property, but was forced later to relinquish her right and forfeit her \$1,750 deposit. She was unable to raise the \$35,000 required to complete the purchase and acquisition of the school. For the purposes of this cursory review and summary, we will consider the relinquishment of her right to represent the first phase of the final unauthorized sale of the Oneida Indian Boarding School property.

January 1, 1923

Laura Cornelius Kellogg advised the Commissioner of Indian Affairs, Charles H. Burke, that she was not able to raise the funds necessary to consummate the sale of the property and asked to be notified "when the property is to be readvertised for sale".

The tone and content of this letter is indicative of a 200-year attitude of the Oneida Nation and its people toward representatives of the United States. An attitude which, I might add, that the federal government, the State and others, including churches, have taken woeful and frequent advantage of.

She finished the letter to the Commissioner by saying, "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."

January 13, 1923

The Commissioner replied to Mrs. Kellogg that he was advising Edgar A. Allen of the forfeiture of her deposit and directed him to readvertise the property and said, "you will receive special notice of such readvertisement."

April 20, 1923

Mrs. Kellogg notified the Commissioner that she did not bid on the readvertisement because "my business advisors told me it would never receive a bid at the present appraisal."

May 3, 1923

Commissioner Burke advised Mrs. Kellogg that the recent bids were not satisfactory and would be "deferred for the present."

May 31, 1923

In a letter to the Supervisor of the Indian Training School of Pipestone, Minnesota, H.B. Peairs, Chief Supervisor of Education, Lawrence, Kansas, said in part, "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 contry to the school."

This is from a man who participated with other federal officials and the trustee in closing a needed school over the violent objections of the Oneida people.

July 6, 1923

Commissioner Burke told the Kashena Superintendent, "Our efforts to dispose of this property have been based in part on our wish to settle up Oneida 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."

August 6, 1923

In a letter to the Commissioner of Indian Affairs relating to the disposition of the property, the Kashena Agency Superintendent said, "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 an action was impossible under established law."

February 19, 1924

John Callahan, State Superintendent of the Department of Public Instruction, in a letter to E.B. Merritt, the Assistant Commissioner of Indian Affairs commenting, "I understand 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."

April 19, 1924

The Superintendent of the Agency forwarded a letter to the Commissioner of Indian Affairs advising him of an offer by the Murphy Land and Investment Company of Green Bay, Wisconsin, by Phillip Sheridan, Secretary, of \$21,744.25 for the Oneida school property, commenting that "this is the amount of the appraised value."

May 5, 1924

Commissioner Charles Burke requested the Superintendent of the Kashena Agency to "immediately advise Mr. Phillip Sheridan, Secretary of the Murphy Land and Investment Company, that the offer of the Company is accepted", and advised him that upon receipt of a certified check for

\$21,744.25 for the 38.71 acres belonging to the Tribe would "pass by patent in fee running to the company, unless in the meantime we be advised that a deed is preferred."

May 20, 1924

The Superintendent of the Kashena Agency forwarded a letter correcting the description of Tract No. 3 of 38.71 acres, which had been previously described inaccurately.

Additionally, Mr. Allen said "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."

June 23, 1924

The Superintendent of the Kashena Indian Agency, E.A. Allen, transmitted a cashier's check, #6466, dated June 16, 1924, delivered by the Murphy Land and Investment Company of Green Bay, through its secretary, Mr. Phillip Sheridan in the amount of \$21,744.25. The total land area was described as 118.71 acres, including all buildings. The letter also forwarded a request that the patent and deed be made to run to Anthony J. Koefler.

August 26, 1924

In a telegram to Commissioner Burke, the Oneidas objected to the sale of the Oneida school property and advised that the Commissioner, "Wait letter giving full particulars" and was signed by L.C. Kellogg, Secretary of the Oneida National Committee.

August 28, 1924

The members of the Oneida National Committee "duly authorized to act in behalf of the people" protested to the Commissioner of Indian Affairs against the sale of the Oneida school property and listed the grounds as follows:

1. That the title to the major part of the Oneida school property is vested in the Oneidas and that they were neither consulted nor notified of any transaction, "There being not even an advertisement of the sale". (Emphasis added.)
2. That the property was set aside originally by the Oneida Nation not as a commercial proposition, but as an educational center.

3. That the Tribe objected to any sectarian interest getting control of the last natural site for a community center remaining.

The Chairman ended the letter by saying: "We enter this protest in the hope that your mind is open on the matter and that you are not to blame for a recommendation we cannot approve."

October 13, 1924

In correspondence from Green Bay, Wisconsin, Mr. Phillip Sheridan of the law firm of Sheridan and Evrard, indicated to Assistant Commissioner C.F. Hauke of the Interior Department, that the Murphy Land and Investment Company, of which he was the Secretary, was not the real purchaser of the Oneida school property. But in fact was acting as an agent for Anthony J. Koeferl, Secretary of the Catholic Diocese of Green Bay. Furthermore, Mr. Sheridan requested that the deed be returned and that the Interior Department reissue the deed directly to Anthony J. Koeferl of that city.

October 22, 1924

Subsequently, the Assistant Secretary, E.B. Merritt, declined to re-issue the quitclaim "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."

November 18, 1924

Eli Skenandore, Chairman of the Oneida National Committee and other offices, forwarded a letter to the Bishop of the Diocese of Green Bay notifying him that facts indicated an illegal sale; provided historical and legal background of Oneida Nation treaty and land rights; and concluded that the church "continued to labor under a false position".

Finally the tribe "under instructions from the people" notified the Bishop that not only would they not sell the property, but notified the church to vacate the property.

December 3, 1924

Subsequently, the Commissioner of Indian Affairs wrote a letter to the Oneida National Committee Chairman advising the Tribe that they should desist in their efforts and said that their efforts were "ill advised".

Further, the Commissioner specifically advised the Tribe that the Secretary of the Interior "on October 2, 1924, passed title thereto to the Murphy Land and Investment Company, said Company having

received good title, was at liberty to dispose of the property and to give good title to its grantee".

Commissioner Burke also advised the Tribe that, "If the case be taken into the court, it will be the duty of the government under its warranty deed to maintain the property and legality of its action under the Act of February 14, 1920 (41 Stat. L. 408-415)." (Emphasis added.)

This statement by the Commissioner represents a false assumption that clearly is inconsistent with the facts, documentation, and law. I believe that there is more than adequate evidence in the records to prove that the Interior Department deliberately used their statements as a facade to mislead and bully the tribal members into believing that the Department had executed a warranty deed, which they could not. The truth of the matter is that the deed executed was in the nature of a quitclaim to the Murphy Land Company set up by the church. Furthermore, the Interior Department would not have been able to warrant title in court under an unauthorized sale by the Interior Department.

January 20, 1925

In a letter to either Senator G. E. Curtis or J. W. Harreld with a copy to Senator Irvine L. Lenroot, Commissioner Burke said:

1. That the 80-acre school was closed by the Secretary of the Interior on June 30, 1919, and became subject to disposition under the provisions of the Act of February 14, 1920 (41 Stat. 408, 415).
2. That members of the Oneida National Committee who were representing the Tribe, were "non-progressive" members of the Tribe and were "dissatisfied Oneidas".
3. That the school farm sale was authorized under the provisions of the Act of March 2, 1917 (39 Stat. 969, 973).
4. Described Mrs. Kellogg's successful bid and subsequent forfeiture of \$1750.
5. That various branches of the State government asked that sale be deferred for their possible application on behalf of a facility for educational purposes.
6. That a third advertisement was authorized and that the Murphy Land and Investment Company then offered to pay the appraised value. *

* The letter doesn't adequately describe that there was no advertisement and only one bid was received.

7. That title passed to the purchasing corporation by the Secretary's deed and reiterated that he had told the Tribe that the purchase was lawful and that the United States would defend "good title" in court.
8. That the tribal chairman "at different" times had requested a hearing on the question of title to the school and other questions.
9. That "There is no question before this office relating to the Oneida Indians or their rights or property which would justify calling any of the officials of the Oneida National Committee for a hearing" and further "but on the subjects of correspondence, there is nothing which the government can do for them."

January 24, 1925

A letter from E.B. Merritt, the Assistant Commissioner, in a letter in reference to the transaction related to the Oneida Indian school plant describes the proceeds of \$18,871.00 as "Indian moneys, proceeds of labor, Oneida Indians, proceeds of 80 acres of land and buildings belonging to the Indians". (Emphasis added.)

March 3, 1925

The Oneidas protested to Senators Charles E. Curtis and J.W. Harreld. Indian Commissioner Charles Burke, in a letter to Senator Harreld, implied that the Oneida complaint related to the involvement of the Catholic church in the sale was not true and in fact said that "a certified check from the Murphy Land and Investment Company was received here, equal to the appraisal value... and the fee patent issued to the Company gave it a good merchantable title."

The validity of this assertion flies in the face of more than adequate evidence, including the aforementioned letter of October 13, 1924, on behalf of the Murphy Land Investment Company by its legal representative and the succeeding acknowledgement of the Assistant Secretary of Interior that all parties were aware that the Murphy Land and Investment Company was in fact only the agent and actual purchaser was Anthony J. Koefler, Priest and Chancellor, and also Secretary of the Catholic Diocese of Green Bay.

December 14, 1925

The Washington-based law firm of Munn, Anderson & Munn notified the Commissioner of Indian Affairs, Charles H. Burke, of a formal protest of the Oneida Nation of Wisconsin "against the distribution of funds derived from the sale by the government of the Oneida school property in Wisconsin" in combination with the annuity. The protest was filed by Jennings C. Wise acting for the firm, and was presented to safeguard the rights of the Oneida Tribe in the disputed property.

December 14, 1925

On that same date, Jennings C. Wise, acting as counsel for the Oneida Nation, protested to the government against the distribution of annual allotment checks which were in combination with proceeds from the disputed property and stated "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 acknowledgement of the legality of the sale of said property." (Emphasis added.)

April 24, 1926

In a letter to Sam A. Bell, financial clerk of the Oneida Sub-Agency, presumably a representative of the BIA in Green Bay, fifteen members of the Oneida Tribe protested the issuance of checks supposed to be in payment for the Oneida school property which they contended, was illegally sold.

They also indicated that a General Council of the Oneida Tribe made a protest immediately after checks were issued: such protests were "against the method of the Indian Bureau in diagnosing of property the title to which was vested in the Oneida Nation."

Additionally, these members of the Oneida National Committee objected against the method of co-mingling of the annuity money with the boarding school sale money so that the tribal members (many of whom could not read) would not understand that they were accepting payment for sale of the school property.

June 14, 1926

The Assistant Superintendent acknowledged receipt of the described checks in a letter to Mr. Henry T. Smith of Route 1, Oneida, Wisconsin. The returned checks were from nine members of the Tribe totalling \$106.20 or fifteen shares.

August 20, 1928

William Skenandore, Chairman of the Oneida Indians, in a letter to the Secretary of the Interior, requested adjudication of the error made by the Commissioner of Indian Affairs, who closed the Oneida Boarding School at Oneida, Wisconsin in 1920. Mr. Skenandore maintained that only the United States has the right to purchase unallotted Indian lands when the Indians choose to sell and that consent must be obtained from the Indians and the purchase to be ratified by Congress before the sale becomes valid.

August 30, 1928

Acting Secretary E. C. Finney acknowledged receipt of the letter and replied that careful consideration would be given to the various subjects covered by the letter and promised an early answer.

In general, the researched material will support the following conclusions:

1. The Oneida Tribe is the legal and beneficial owner of the two properties comprising what was formerly known as the Oneida Indian Boarding School tracts.
2. The Oneida Indian Boarding School was closed illegally and against the wishes of the Oneida people as documented by law, procedures, petition and resolution.

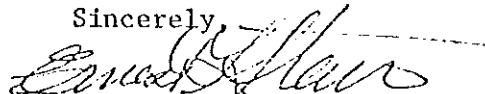
The Oneida Tribe, as the beneficial owner, was denied the legal right to approve any sale of the property; said sale was over the continuing and violent objections of the Oneida people as reflected by their duly authorized representatives.

3. The United States did not have any more than a quitclaim title. If they extended a warranty deed to the Murphy Land and Investment Company, it was fraudulently executed by the Interior Department. My impression is that the Oneida Tribe can easily maintain claim to ownership; can easily establish that only a quitclaim was legally permissible; and if the Catholic Church cannot defend its title against the Oneida Tribe, it must go to the United States for redress. In any case, the property belongs to the Tribe!
4. Multiple procedural errors were committed by the Interior Department in the transactions which were required by law. For instance, in the actual final transaction, there was no advertisement and only one offer which was accepted in spite of the fact that the Oneida Committee was prepared to bid, if necessary.

The entire episode is fertile ground for legal counsel and consideration. The above are only part of my impressions and are only threshold in nature.

It is said that "a little knowledge is a dangerous thing". This is what I am passing on to the membership of the Tribe. A cursory review of the facts will provide the governing body with dangerous legal knowledge which bears with it, an obligation to recover our lands, fraudulently obtained without regard to any other consideration.

Sincerely,



Ernest L. Stevens