

A G E N D A

FOR MEETING WITH REPRESENTATIVES OF THE

NATIVE AMERICAN RIGHTS FUND (N.A.R.F.)

TO BE HELD AT

TRIBAL BUILDING OF THE ONEIDA TRIBE OF INDIANS

OF WISCONSIN

COMMENCING 9:00 A.M., SATURDAY, JANUARY 29, 1979

I N D E X

PAGE TWO	V.I.P.'S
PAGE THREE	Oneida Nation vs. Oneida and Madison Counties #1 (Judge Port Case)
PAGE FOUR	Oneida Nation vs. Oneida and Madison Counties #2
PAGE FIVE	Oneida Nation vs. State of New York
PAGE SIX	Oneida Nation vs. United States Docket 301
PAGE SEVEN	Pre and Post 1790 Treaties (Their relevance to Docket 301)

VERY IMPORTANT PEOPLE (V.I.P.'S)

WORKING IN CONNECTION WITH ONEIDA LAND CLAIMS

MARVIN CHAPMAN	Attorney of Record, Docket 301 Aaron, Aaron, Shimberg & Hess, Chicago, IL
ELY AARON	First Attorney of Record, Docket 301 Aaron, Aaron, Shimberg & Hess
LARRY ASCHENBRENNER	Attorney of Record, Oneida vs. Oneida Native American Rights Fund (NARF)
ARLENDIA LOCKLEAR	Council for Oneida Tribe of Indians of Wisconsin --- N.A.R.F.
GEORGE SHATTUCK	Attorney of Record, Oneida vs. Oneida Bond, Schoeneck & King, Syracuse, NY
BOB PELCHER TOM TUREEN	NARF Attorneys representing Indians in Maine, Massachusetts, South Carolina & New York
LES KRULITZ	Chief Solicitor, US Department of the Interior, Bureau of Indian Affairs
TOM FREDERICKS (Indian)	Assistant Indian Solicitor, BIA
FOREST GERARD (Indian)	Indian Assistant Secretary of the Interior Assistant to Cecil Adams
MELOUR & MOORMAN	Attorneys for US Department of Justice Prosecuting Attorneys, Docket 301
JAKE THOMPSON (Indian)	Counsel for New York Elected Oneidas
ROBERT BURR	Oneida Nation of New York, Elected Group President
ROY KENNEDY, RAY GEORGE, ERVIN CHRISTJOHN	Canadian Elected Group
RAY HALBRITTER	Spokesman for Tradition, Oneidas of New York

ONEIDA NATION VS. ONEIDA AND MADISON COUNTIES #1  
(JUDGE PORT'S CASE)

THIS WAS A TEST CASE AND INVOLVES ONLY THOSE PARTS LYING IN ONEIDA AND MADISON COUNTIES OF A TOTAL 100,000-ACRE LAND CLAIM.

THIS CLAIM IS LIMITED TO DAMAGES FOR THE USE OF AND OCCUPANCY DURING THE YEARS 1968 AND 1969 FOR THOSE PARTS OF SAID PREMISES CURRENTLY OCCUPIED BY THE DEFENDANTS, FOR THE BUILDING OF ROADS, BUILDINGS AND OTHER PUBLIC IMPROVEMENTS.

IT STEMS FROM FAILURE ON THE PART OF THE INDIANS TO FIND A POLITICAL SOLUTION TO THEIR LAND PROBLEM, AND CAN FIND NO OTHER ALTERNATIVE BUT TO LITIGATE.

ONEIDA NATION VS. ONEIDA AND MADISON COUNTIES #2

THIS CASE INVOLVES ABOUT 150,000 ACRES AND HAS NOT YET GONE TO TRIAL. GEORGE SHATTUCK HAS INDICATED THAT NEW DOCUMENTATION WILL REQUIRE AN AMENDMENT TO THE COMPLAINT AND TIME IS NEEDED ALSO TO STRUCTURE NEW STRATEGY ON HOW TO PURSUE THE CASE.

ONEIDA NATION VS. STATE OF NEW YORK

THIS CASE WAS FILED BY JAKE THOMPSON IN MARCH, 1978, USING A COMPLAINT FORMERLY DRAFTED BY GEORGE SHATTUCK. THIS COMPLAINT WILL BE UPDATED BY LARRY ASCHENBRENNER WHEN HE FILES HIS COMPLAINT IN BEHALF OF THE CANADIAN ONEIDAS.

BREACH OF TREATY RESPONSIBILITIES BY THE STATE OF NEW YORK IS AT ISSUE HERE, WHERE MILLIONS OF ACRES OF ONEIDA LANDS WERE LEASED TO THE STATE OF NEW YORK "FOR AS LONG AS THE WATERS SHALL RUN" AND WHICH TRANSACTIONS WERE LATER INTERPRETED BY THE STATE OF NEW YORK AS O'UTRIGHT SALES AND A RELINQUISHMENT OF TITLE TO THE STATE. THE STATE OF NEW YORK HAS SINCE SOLD THESE LANDS TO SETTLERS.

ONEIDA NATION VS. UNITED STATES OF AMERICAN (DOCKET 301)

IN THIS CASE THE ONEIDA NATION BRINGS SUIT AGAINST THE UNITED STATES FOR ITS BREACH OF TRUST RESPONSIBILITIES TO THE ONEIDA NATION BY NOT PROTECTING THEIR TITLES TO THE LANDS IN NEW YORK.

ANOTHER ASPECT IN THIS CASE IS OUR DECISION TO HOLD DOCKET 301 IN ABEYANCE FOR REASONS STATED IN A MEMORANDUM FILED BY THE LAW DEPARTMENT OF THE ONEIDA TRIBE OF WISCONSIN. THE REASONS INCLUDE A CONFLICT OF INTEREST WHEREIN A NARF ATTORNEY IS REPRESENTING TWO POLITICAL GROUPS OF NEW YORK ONEIDAS WHO ARE IN CONFLICT WITH EACH OTHER.

FURTHER, THE INDIAN CLAIMS COMMISSION CLAIMS THAT WE CAN ONLY RECEIVE MONETARY BENEFITS FROM THIS CASE.

OUR INTEREST IS TO GAIN REAFFIRMING OF OUR TITLE TO THE LANDS AND RECOVERY OF DELINQUENT LEASE FEES WITH ACCRUED INTEREST.

PRE AND POST 1790 TREATIES  
(THEIR RELEVANCE TO DOCKET 301)

IN 26 TREATIES DRAFTED DURING THIS ERA IN WHICH THE INTENT OF THE ONEIDAS WAS TO RELINQUISH TITLE TO CERTAIN LANDS, THE TERM "GRANT, BARGAIN AND SELL" WAS EMPLOYED ALONG WITH OTHER VERBAGE WHICH MADE IT DOUBTLESS THAT THE INTENT WAS TO SELL AND RELINQUISH TITLE

IN THE 1785 AND 1788 TREATIES THE TERM USED WAS "CEDE AND GRANT FOREVER", AND WAS EXPLAINED TO THE ONEIDAS AT THAT TIME AFFECTED A PERMANENT LEASE AND NOT AN OUTRIGHT SALE. THE INTENT WAS, AS WE UNDERSTAND IT TODAY, "PUTTING LAND IN TRUST." MUCH DOCUMENTATION EXISTS SUPPORTING THIS UNDERSTANDING. YET, THE STATE OF NEW YORK HAS INTERPRETED THIS TO MEAN AN OUTRIGHT RELINQUISHMENT OF TITLE AND THE UNITED STATES HAS FAILED IN THEIR RESPONSIBILITY TO PROTECT THE RIGHTS OF THE ONEIDAS.