

Forty Years to Judgment

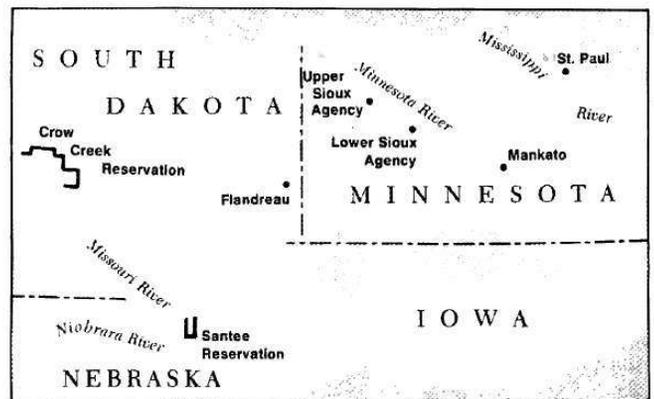
Raymond Wilson

THE SANTEE, or Eastern Sioux (Dakota), as they first became known to their relatives to the West, consist of four major subdivisions: Mdewakanton, Wahpekute, Sisseton, and Wahpeton. They were in present-day Minnesota as early as the 17th century but were gradually forced by their Ojibway enemies from Mille Lacs and other lakes to lands south and west along the Mississippi and Minnesota rivers. Then they became victims of white encroachment. Much has been written about these Indians, but no one has delved very deeply into a Santee claims case that stretched well into the 20th century. This involved the restoration of annuities for the Lower Santee — the Mdewakanton especially, and the Wahpekute — the subtribes held primarily responsible for the Dakota War, or Sioux Uprising, of 1862 in Minnesota. (The complicated Sisseton-Wahpeton claims case, settled in 1907, has received more attention.)¹

By 1862 the Santee were filled with resentment and frustration. Two hundred years of contact with whites had taken its toll. They had been subjected to the all-too-familiar assault on their culture: a growing dependency on annuity payments, the increased distribution of liquor by traders, the constant pressure to acquire their land, attempts by missionaries to convert them to Christianity, and the feeble and often unrealistic efforts to make them emulate white farmers. While Minnesota was becoming a territory in 1849 and a state in 1858, the increasing white population fervently advocated the liquidation of further Santee land claims. By means of the treaties of Traverse des Sioux and Mendota in 1851, the Santee ceded virtually all of their remaining lands in Minnesota for some \$3,075,000, but they actually received little of the money. As with nearly all treaties stressing civilization programs and claiming to operate in the best interests of the Indians, these gave the most lucrative advantages to traders, government officials, and settlers coveting Indian lands.²

By 1858 the Santee lived on the southern side of the Minnesota on a reservation 150 miles long and only 10 miles wide. The Wahpeton and Sisseton bands, served by the Upper (Yellow Medicine) Agency, lived in an area from Traverse and Big Stone lakes to the mouth of the Yellow Medicine River; the Mdewakanton and Wahpe-

HOMELANDS of the Santee Sioux after 1862



¹Two of the best sources of information on the Santee are Roy W. Meyer, *History of the Santee Sioux: United States Indian Policy on Trial* (Lincoln, Neb., 1967) and William W. Folwell, *A History of Minnesota*, especially vol. 2 (Reprint ed., St. Paul, 1969).

²Meyer, *Santee Sioux*, 56–58, 70, 75, 78–84; Folwell, *Minnesota*, 2:216–218. For another example of such treaties, see Barbara T. Newcombe, “‘A Portion of the American People’: The Sioux Sign a Treaty in Washington in 1858,” in *Minnesota History*, 45:84–96 (Fall, 1976).

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The Santee Sioux Claims Case

kute bands, served by the Lower (Redwood) Agency, lived downstream on land stretching from the Yellow Medicine to near the town of New Ulm. In 1862 the reservation was a powder keg filled with depressed, bitter, and debt-ridden Indians having to deal with tribal factionalism, mismanaged governmental programs, inept and even corrupt whites, and late annuity payments.³

Four young Indians provided the spark to ignite the war when they killed five whites at Acton on August 17, 1862. In the fighting that ensued, the Santee at the Lower Agency were in the vanguard. Yet because hundreds of whites were killed and much damage was done to property, all the Santee — and to some extent the Winnebago Indians living nearby — were blamed. By the end of September the war was over, and the white citizens of Minnesota screamed for revenge. An extralegal court that tried the Indians condemned 303 to death. President Abraham Lincoln reduced the number to 39, and eventually 38 were hanged at Mankato on December 26, 1862. Congress passed legislation in 1863 which removed nearly all the Santee Sioux from the state and abrogated all treaties made with them. The remaining annuity payments went to uprising victims.⁴

AFTER THEIR EXPULSION from Minnesota the Lower Santee bands and their Winnebago neighbors were

placed on miserable reservations at Crow Creek on the east bank of the Missouri River in Dakota Territory, where the government expected them to subsist by farming. After suffering for three years on this unproductive land, the Sioux at Crow Creek were moved to the Santee Reservation, established in 1866 in northeastern Nebraska. At a council held there in December, 1884, the Mdewakanton and Wahpekute decided to present their claims to Congress. What they sought was the restoration of their annuity payments. According to an 1863 statute, Indian tribes needed special congressional legislation in order to enter a suit in the United States Court of Claims. Their initial efforts received little attention, and it was not until the 1890s that Santee representatives actively pushed the petition.⁵

A problem arose as to who would represent the Santee in Washington, D.C. Two factions developed. One was headed by Dr. Charles A. Eastman, a college-educated Santee physician and author, and his brother, John, a Presbyterian minister. The other was led by James Garvie, a Santee clergyman and former teacher at Santee Normal Training School on the reservation. Each

CROW CREEK AGENCY, Dakota Territory, as it looked in the early 1870s



³Kenneth Carley, *The Sioux Uprising of 1862*, 1–6 (Revised ed., St. Paul, 1976).

⁴Meyer, *Santee Sioux*, 109–132; Folwell, *Minnesota*, 2:109–301; Carley, *Sioux Uprising*, 7–14, 68–75.

⁵Here and below, see Meyer, *Santee Sioux*, 301; Folwell, *Minnesota*, 2:258, 437–439. For more on Indian removals, see William E. Lass, "The Removal From Minnesota of the Sioux and Winnebago Indians," and "The Moscow Expedition," in *Minnesota History*, 38:353–364, 39:227–240 (December, 1963, Summer, 1965).

tried to persuade the Santee to sign an agreement making his group the officially recognized legal agent for prosecuting Lower Sioux claims against the United States. Factionalism, common among various Indian tribes involved in claims suits, quite frequently pitted "progressive" Indians (those embracing civilization programs) against "conservative" Indians (those preferring to retain their traditional ways). Other times it involved the question of who would represent the tribe in the suit, since such representatives were entitled to a certain percentage of the cash settlement for their services. In the Santee claims case, strong evidence indicates that factionalism resulted more from the latter cause than from the former. It was a principal reason that 20 years elapsed before the suit reached the United States Court of Claims.

The issue of representation was temporarily settled on November 27, 1896, when the Santee signed a contract with Charles Eastman and Charles Hill, their Indian agent from 1885 to 1890 and later a banker in Springfield, South Dakota. Neither man was a trained attorney. The Hill-Eastman contract was to last for 10 years. The Santee agreed to pay them 10 per cent of all monies received up to \$250,000 and an additional 5 per cent on any payments over that sum. These percentages were neither extravagant nor much different from contracts negotiated by legal representatives of other tribes. The Hill-Eastman contract was sent to Washington, received approval from the commissioner of Indian affairs on June 29, 1897, and from the secretary of the interior two days later.⁶

Charles Eastman moved to Washington and attempted to persuade Congress to pass legislation allowing the United States Court of Claims to adjudicate the Santee case. Factionalism, discontent, and congressional indifference hampered his effectiveness. Complaints came from those associated with the Garvie faction. Writing in broken English, Andrew Good Thunder cautioned Commissioner of Indian Affairs William A. Jones not to listen to the Eastmans because "they are going to try to fool you about those Medawakanton Money."⁷

Garvie, on the other hand, wrote Jones that Charles Eastman had accepted government benefits both as a Santee and as a member of the colony that settled at Flandreau, South Dakota. This was illegal, and Eastman was directed either to relinquish the 80 acres of land given him as a Santee by the act of March 3, 1863, or to refund \$160.00 paid him as a Flandreau Sioux under the act of March 2, 1889. Eastman wrote that he believed he was entitled to both benefits. Commissioner Jones remained unconvinced, and an outraged Eastman finally made the refund.⁸

In an effort to put an end once and for all to the complaints lodged against the Hill-Eastman contract, Secretary of the Interior Ethan A. Hitchcock, in 1903,



CHARLES A. EASTMAN

ordered Indian Inspector James McLaughlin to conduct a thorough investigation at the Santee Agency. The chief protestant in the investigation proceedings was none other than James Garvie. He claimed the contract should be declared null and void because of the manner in which it was made. The presence of legal counsel for both sides attested to the gravity of the allegations.⁹

The Garvie faction accused Hill and Eastman of failing to give proper notice for the meeting at which the contract was discussed, of misrepresenting themselves as attorneys, of having obtained illegal signatures of minors or of people who had not been on the reservation, and of purposely confusing many Indians in regard

⁶Commissioner William A. Jones to Charles Hill and Charles Eastman, September 28, 1897, and A. C. Tonner to Robert J. Gamble, October 4, 1898, Bureau of Indian Affairs (hereafter cited BIA), Letters Sent, National Archives Record Group (hereafter NARG) 75.

⁷Andrew Good Thunder to Jones, January 10, 1898, and Red Cloud *et al.* to Commissioner of Indian Affairs, January 13, 1898, BIA, Letters Received, NARG 75.

⁸Jones to Secretary of the Interior, June 15, 1904, and Commissioner Francis E. Leupp to Eastman, February 8, 1906, BIA, Letters Sent, NARG 75.

⁹Ethan A. Hitchcock to James McLaughlin, June 20, 1903, BIA, Letters Received, NARG 75. For a stenographic record of the entire proceedings, see the Major James McLaughlin Papers, Letterbooks 1903-1904, Microfilm Roll 26, Assumption Abbey Archives, Richardton, N.D. Unfortunately several pages of the original letterbooks have been water-soaked and otherwise damaged. For James Garvie's biased account of his role in the case, see the six-part story in *Niobrara* (Nebraska) *Tribune*, July 22, 29, August 5, 26, September 2, 9, 1920 — all on p. 1 except August 26, p. 5.

to the length of the contract and their fees.¹⁰ In the process of investigating all these allegations, McLaughlin obtained a considerable number of affidavits and submitted his findings and recommendations to the secretary of the interior on July 18, 1903.

McLaughlin wrote that Garvie was responsible for all the protests — either by preparing them himself or instigating others to do so — because of his displeasure at the failure of Eastman and Hill to make him their partner in the contract. McLaughlin stated further that Garvie's testimony, "together with all other evidence elicited, fails to show any undue influence was exerted or any misrepresentations made by the Contractors in obtaining the consent of the Indians, nor in the execution of the contract." McLaughlin decided that several affidavits showed proper notice had been given, that Eastman and Hill had not attempted to pass themselves off as lawyers, that no minors had signed the petition ratifying the contract, and that only two of the several signatures in question were erroneous. One name had appeared twice, while the other was eliminated because a woman was not counted as a family head. The people who had been absent from the reservation explained that they had authorized others to sign their names. McLaughlin concluded that, according to all evidence gathered, the charges regarding confusion over the terms of the contract and the percentage granted to Hill and Eastman of monies recovered were "in no instance proven."¹¹

McLaughlin also decided that, besides Garvie's personal motives, some Indians had become unhappy because Eastman and Hill had said they would receive their payments possibly in a year, or at the very latest within three years. Six years had passed without results. Nevertheless, McLaughlin wrote that a clear majority had approved the contract and that three-fourths of the Santee "are now in favor of the contract." He believed that Eastman and Hill had "done everything that was possible under the circumstances, for the restoration" of the annuities and recommended that, in the best interests of the Santee, the contract be continued for the remaining four years.



JAMES GARVIE, photographed in 1902 by DeLancey Gill of the Bureau of American Ethnology

THE CONTRACT remained effective, but Eastman and others failed to get Congress to act until several years after its expiration. Disagreement over attorney fees was the major reason for congressional inaction. The House wanted the United States Court of Claims to fix the amount at not more than 5 per cent of the final judgment and "in no event" to exceed \$25,000. The Senate, however, favored a higher percentage for the attorneys — terms similar to the Hill-Eastman contract. Another point of contention was that some congressmen harbored suspicions that a certain colleague of theirs would benefit from the payment. They also questioned whether the Santee should be allowed to recover their annuities after having participated in an insurrection against the United States. Frustrated and in need of finding regular employment, Eastman arranged to have his brother, John, continue to bring the claims matter before Congress while he served merely in an advisory capacity.¹²

When the Hill-Eastman contract expired in 1906, Congress had not yet passed legislation allowing the Santee to take their case to the United States Court of Claims. At a meeting with the Santee in October, 1906, John Eastman told them that he and his brother would not seek renewal of the contract but would continue their efforts to obtain the confiscated annuities. When the restoration was secured, however, they expected to receive their percentage just as if a new contract had been signed. This aroused criticism from Indians and whites alike.¹³

Among the most critical were W. E. Meagley, superintendent at the agency, and Special Agent Ralph Connell. Both not only took exception to John Eastman's statements at the meeting with the Santee but also ex-

¹⁰See, for example, Garvie's testimony on July 3, 1903, McLaughlin Papers, Letterbooks 1903-1904, Roll 26, beginning with frame 54.

¹¹Here and below, see McLaughlin to Secretary of the Interior, July 18, 1903, McLaughlin Papers, Letterbooks 1903-1904, Roll 26, frames 170-177.

¹²For a record of numerous references to congressional hearings and bills regarding the claims case, see Folwell, *Minnesota*, 2:437n; Eastman to Commissioner of Indian Affairs (Charles H. Burke), February 15, 1923, BIA, Central Files, NARG 75. The identity of the suspected congressman is not known.

¹³Here and below, see W. E. Meagley to Commissioner of Indian Affairs, October 24, 1906, BIA, Letters Received, NARG 75.

pressed low opinions of him and of Charles Hill. Connell said that expecting to collect a percentage on an expired contract was a cheap tactic the men devised because they realized they could not get the contract renewed. He advised the Santee to have nothing to do with John Eastman or Hill. Meagley felt the same. He also condemned Hill's peculiar banking methods. Hill, he said, was not only guilty of cheating a poor Indian woman on a debt incurred by her deceased husband, but also an old Indian man who had purchased, on account, two coffins. Nothing was said about Charles Eastman.

In spite of these criticisms and lack of a contract, the Eastmans continued lobbying for congressional action on the Santee claims. Charles Eastman appeared before a House subcommittee on Indian affairs on August 15, 1916, gave a history of the case, and declared that the Santee had suffered enough. He avowed that their treatment and losses were comparable to those caused by German soldiers' depredations against the people of Europe. Eastman reminded the subcommittee that he had made the original contract with the Santee and that he and his brother had been involved in the case for the last 20 years. Overstating his position, he claimed that "the Indians" stood by the contract even though it had ended. At the conclusion of his presentation, Eastman finally stated that attorney fees had been the major stumbling block responsible for congressional delay. He hoped that Congress would come to an agreement on a proper percentage and would recognize the role he and his brother had played in the entire affair.¹⁴

Congress at long last resolved its disagreement over attorney fees — they could be no more than 10 per cent of the final award nor an amount exceeding \$50,000 — and on March 4, 1917, it finally passed an act granting jurisdiction to the Court of Claims "to hear, determine, and render final judgment" on the Santee claims.¹⁵

BECAUSE NOTHING WAS SAID specifically about his part in the case, Charles Eastman went to the Santee Agency in order to have the Indians confirm him as their legal representative. He encountered opposition not only from Charles E. Burton, the superintendent, but also from Indians who were either confused about the course to follow or who may have belonged to the Garvie faction. Burton complained to the commissioner "that this reservation is in a turmoil" because of Eastman's visit, adding that Eastman tried to get the Santee to declare in writing that they recognized his assistance in the act's passage. Eastman also suggested that a six-man delegation accompany him to Washington, at his expense, to promote the case. The Indians asked Burton for advice, and he told them not to follow either course. A written statement, he said, might be used for unauthorized purposes, and a delegation to Washington would most likely be too much under Eastman's influence.¹⁶



SANTEE leaders on the reservation in 1918

Burton reported that when Eastman learned what he had advised he began "talking very 'rough' about me and my administration." Confronting Eastman, Burton asked him if he had authority to hold councils with the Santee. Eastman replied that as a Santee he did not need permission to speak to his own people. Uncertain what to do next, Burton sent the following telegram to Indian Commissioner Cato Sells: "Dr. Eastman here holding councils without my permission, accusing all Government officials as being against the Santees receiving money from the Big Santee Bill. Has he Office permission and approval to do this? He is working to get the lion's share of attorney fees. Wire quick instructions."¹⁷

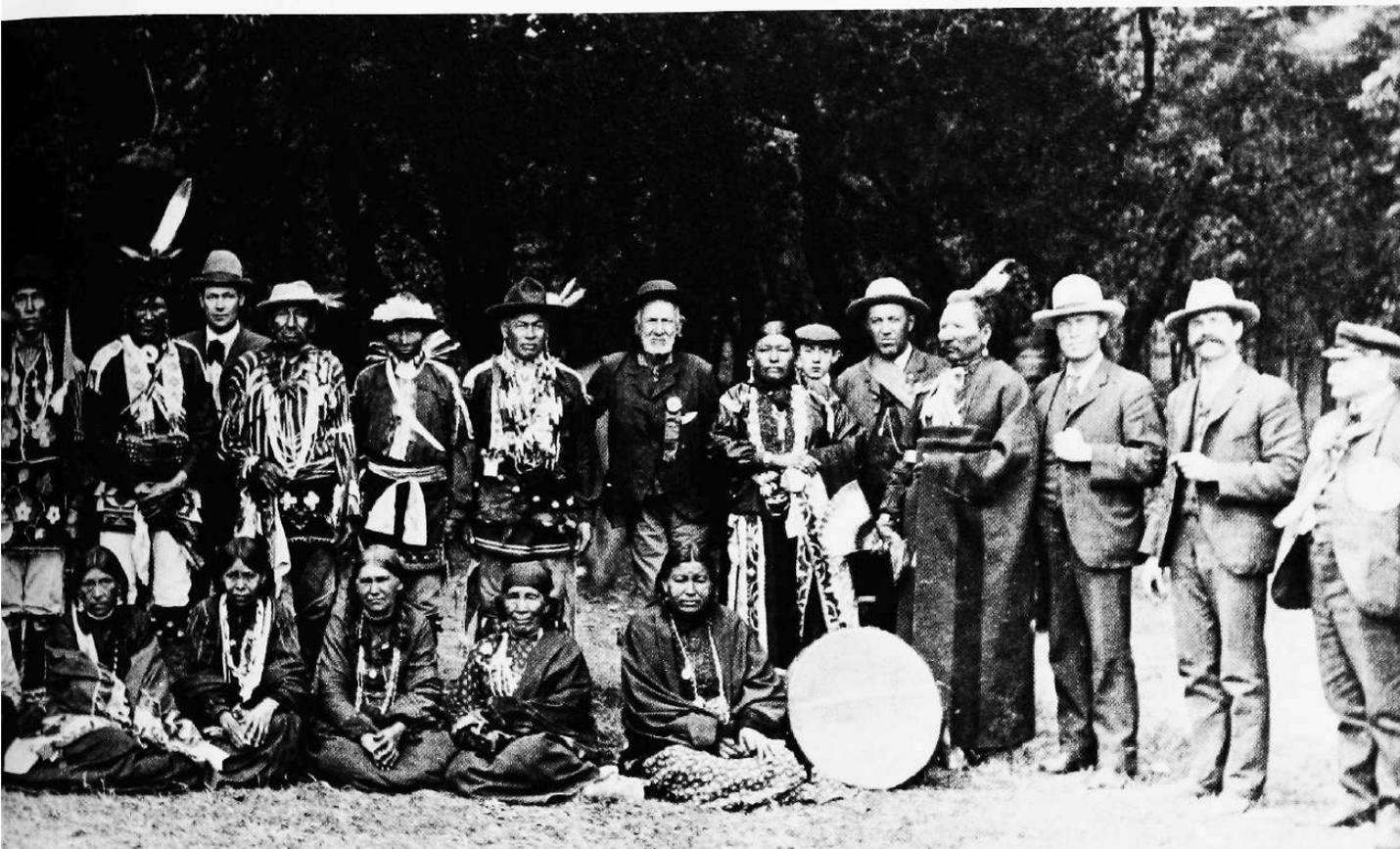
The commissioner requested Eastman to explain his actions by writing to Burton. Instead, Eastman wrote Sells directly, denying all that Burton said in the tele-

¹⁴Testimony of Charles A. Eastman, 64 Congress, 1 session, *Hearings before a Subcommittee of the Committee on Indian Affairs, United States House of Representatives, August 15, 1916*, 4-10 (Washington, D.C., 1916).

¹⁵Folwell, *Minnesota*, 2:437.

¹⁶Here and below, see Burton to Commissioner of Indian Affairs, August 2, 20, 1917, BIA, Central Files, NARG 75.

¹⁷Burton to Eastman, July 13, 1917, BIA, Central Files, NARG 75.



gram and respectfully chastising the commissioner for wanting him to answer such charges to "the subordinate making" them. He claimed that Burton was fully aware of the councils and originally made no objections. Eastman also indicated he believed that Burton's change of attitude was caused by his favoring others who were trying to negotiate new contracts with the Santee.¹⁸

Sells informed both Eastman and Burton that he would study the matter thoroughly. He also ordered Burton to submit any evidence or other materials supporting his position. Although Burton sent affidavits from "5 reputable Santees" reinforcing his statements, the commissioner apparently took no further action on the subject.¹⁹

¹⁸ Eastman to Commissioner of Indian Affairs, July 21, 1917, BIA, Central Files, NARG 75.

¹⁹ Sells to Eastman, August 11, 1917, Sells to Burton, August 11, 1917, Burton to Commissioner of Indian Affairs, August 20, 1917 — all in BIA, Central Files, NARG 75.

²⁰ Redowl to Edgar B. Meritt, July 30, 1917, and Napoleon Wabashaw to Franklin K. Lane, November 5, 1917, BIA, Central Files, NARG 75. Redowl's name sometimes appears as Red Owl.

²¹ *Medawakanton Indians et al. v. United States*, 57 Court of Claims 357 (June 5, 1922); Stephen Blacksmith to Eastman, September 25, 1922, BIA, Central Files, NARG 75.

Eastman's efforts to garner recognition from the Santee both confused the Indians and raised resistance from them. Isaac Redowl said that Eastman wanted a new contract by which he would receive \$25,000. Hardly any Indians supported such an agreement, Redowl quickly added. He said he was misinformed on the details of the act passed by Congress but believed the officials in the Indian Bureau would help and protect his people. Another Santee, Napoleon Wabashaw, declared that his people did not like Eastman or anyone else associated with the Hill-Eastman contract. He hoped that the Santee were not bound to pay these men. If another contract were required, wrote Wabashaw, the Santee were willing to grant one to individuals who had no connections with Hill and Eastman.²⁰

The struggle over who represented the Santee persisted. When the United States Court of Claims finally rendered a decision on June 5, 1922, the attorneys representing the Santee were Marion Butler and J. M. Vale, both associated with the Garvie faction.²¹

DURING THE ACTUAL SUIT, which began in March, 1917, the government lawyer first argued that the 1868 Treaty of Fort Laramie nullified all those previously made with the Santee. The seven delegates who had signed the famous treaty were said to have been in-

cluded largely to help convince "their wild brethren of the plains" also to sign. Although no land was sold by the Sioux, the treaty supplied certain annuities to them by way of civilization programs. The attorneys for the Santee convinced the court not to follow the government lawyer's line of reasoning. The court did rule, though, that annuities paid after the passage of the 1863 law, which had abrogated all earlier treaties made with the Santee, must be subtracted from any claims they might receive.²²

Butler and Vale first asked the court to find that the Santee were entitled to \$3,380,000 under the treaties of 1837 and 1851. After subtracting the \$900,000 paid them since abrogation of those treaties, the Santee were said to be entitled to \$2,470,000. The government lawyer's calculations were considerably different. He figured that the Santee were entitled to \$4,325,000 but had received annuity benefits worth \$4,445,000. Therefore they actually owed the United States \$120,000. The lawyers for the Santee quickly readjusted their figures and claimed their clients were entitled to \$1,721,000. Finally, the court determined that the amount the Santee had a right to recover from the United States under the treaties of 1837 and 1851, without interest, was \$386,597.89.²³

The Mdewakanton and Wahpekute Indians were unhappy with this judgment. They wanted a settlement more in line with one given in 1907 to the Upper Santee, who received \$788,971.53. The latter claimed that they were wrongly punished for the 1862 Dakota War, for which the Lower Santee were mainly responsible. Attorneys Butler and Vale advised the Lower Santee to accept the \$386,597.89 settlement and present other claims at a future date. Charles Eastman, however, suggested that, if the Santee appointed him their attorney, he would attempt to convince Congress to pass legislation increasing the sum paid them.²⁴

Thomas H. Kitto, tribal chairman, asked the Indian commissioner what path was best to follow. He acknowledged that Butler and Vale were their attorneys but believed their position on pressing for additional claims later would prove futile. Kitto said that the majority of the Santee favored Eastman's proposals but wondered if a conflict of interest would arise between their present attorneys and Eastman. He was perhaps too naïve to realize that such a predicament already existed.

When Eastman learned of Kitto's letter, he wrote the chairman that his statements could be misconstrued. "It is true," Eastman stated, "that Butler and Vale have been attorneys in the Santee case, but it is also true that I have myself acted personally and through appointment of counsel in the same case." Condemning the position taken by Butler and Vale, Eastman said that, if the Santee furnished "some written evidence" which authorized him to introduce a proposal for amendatory legislation,

his "friends in Congress" gave their assurance that it would pass.²⁵

Acting Commissioner Edgar B. Meritt replied to Kitto's inquiry. He said that acceptance of the payment "would not prevent them from obtaining additional legislation later, should they be able to make a showing that they have additional meritorious claims against the Government." Since they already had attorneys, Meritt could see no advantage in having Eastman represent them.²⁶

UNABLE TO SECURE recognition from the Santee, Eastman turned to people in Washington for assistance. He wrote the Indian commissioner to explain his long association with the case and express his fears that he would not receive a fair deal from Hill, Butler, and Vale. Apparently Eastman and Hill had a falling out because Eastman complained that Hill had not lived up to his agreement with him to help defray expenses while in Washington. Eastman further noted that his brother, John, had alienated the Santee by accepting payments for himself and his family from the Sisseton and Wahpeton settlement in 1907.²⁷

Although Eastman believed he was entitled to half of the attorney fees the court allowed — \$38,659.78 — he said he would accept \$15,000. He wanted the secretary of the interior to hold a hearing on distribution of fees with all the parties claiming to represent the Santee. Failing at this, Eastman called upon friends in the Senate and House for help. On February 14, 1923, Senator Henry Cabot Lodge of Massachusetts proposed an amendment to an appropriation bill which would authorize the secretary of the interior to deduct \$15,000 from the restored Santee annuity payment and pay that sum to Eastman. Two days later, Representative Frederick H. Gillett, also from Massachusetts, introduced a bill for the relief of Eastman which contained the same provisions. The House bill was referred to the committee on Indian affairs, while the Senate appropriations commit-

²²Folwell, *Minnesota*, 2:437–439; Meyer, *Santee Sioux*, 301.

²³Folwell, *Minnesota*, 2:438; *Mdewakanton Indians et al. v. U.S.*, 57 Court of Claims 379.

²⁴For able coverage of the Sisseton and Wahpeton claims case, see Folwell, *Minnesota*, 2:418–437, *Sisseton and Wahpeton Indians v. U.S.*, 42 Court of Claims 416 (May 13, 1907). Here and below, see Thomas H. Kitto to Commissioner of Indian Affairs, September 26, 1922, BIA, Central Files, NARG 75.

²⁵Eastman to Kitto, October 6, 1922, BIA, Central Files, NARG 75.

²⁶Meritt to Kitto, October 14, 1922, BIA, Central Files, NARG 75.

²⁷Here and below, Eastman to Commissioner of Indian Affairs, February 15, 1923, BIA, Central Files, NARG 75.

tee considered Lodge's amendment. Neither measure was reported out of committee.²⁵

When the Santee discovered that Eastman was attempting to get legislation passed which would take an additional \$15,000 from their settlement, they protested. Tribal chairman Kitto and Garvie declared that attorney fees were set at 10 per cent and that adding another \$15,000 to the amount already given in fees was illegal. Besides, they stated that Butler and Vale had told the Santee they had paid Eastman \$5,000 for his services. It was more than adequate payment for the work "he may have rendered," observed Kitto and Garvie.²⁹

Actual payment of the claims was made during the

²⁵Eastman to Charles H. Burke, January 16, 1923; Burke to Eastman, January 18, 1923; Meritt to Eastman, March 19, 1923 — all in BIA, Central Files, NARG 75. *Congressional Record*, 67 Congress, 4 session, pp. 3605, 3817.

²⁹Garvie and Kitto to Commissioner of Indian Affairs, February 24, 1923, BIA, Central Files, NARG 75.

³⁰Meyer, *Santee Sioux*, 302; *Niobrara Tribune*, March 8, 1917, and February 7, 1924.

winter of 1924, almost exactly 40 years after the initial meeting was held at the Santee Agency in 1884 to petition for these confiscated annuities. The \$386,597.89 payment broke down to \$129.30 per tribal member. The *Niobrara Tribune* had earlier predicted that the merchants in the vicinity would make a killing on selling items to these claimants, who numbered about 2,700.³⁰

The Santee claims case is illustrative of many adjudicated before the United States Court of Claims. Factionalism and the question of attorney fees hurt the Santee in procuring an early settlement. The payments may have helped some families gain certain comforts which they had been denied for many years, but the factionalism which surfaced during the entire affair may have caused more damage to the Santee than the "benefits" derived.

THE MAP shown on p. 284 was drawn by Alan Ominsky; the photographs on pp. 285 and 288 are from the Nebraska State Historical Society; the portrait on p. 287 is from the South Dakota State Historical Society. Other pictures are in the MHS audio-visual library.

GRAND PLEASURE EXCURSION To the Sioux Agency.

THE TWO STEAMERS,

FRANK STEELE, Capt. HATCHER,

FAVORITE, Capt. BELL,

Of Davidson's Line, will make an excursion trip to the

LOWER SIOUX AGENCY,

ON MONDAY, THE 17TH DAY OF JUNE,

LEAVING ST. PAUL AT 4 P. M.

And arriving at the Agency in time to



Witness the Payments,

WHICH WILL COME OFF ON THE 19TH AND 20TH.

This will afford a good opportunity to persons wishing to visit this

SPLENDID REGION OF COUNTRY,

And of witnessing the ceremonies of the payment of nearly **FIVE THOUSAND INDIANS.**

Staterooms can be secured of **TEMPLE & BEAUPRE,**
Agents, on the Levee.

je9-dtd

PAYMENT of annuities was touted as a spectator sport in this Pioneer and Democrat (St. Paul) advertisement for June 15, 1861 — only a year before a late payment sparked the Dakota War.



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