

BEFORE THE INDIAN CLAIMS COMMISSION

JAMES STRONG, <u>et al.</u> , as the representatives	)	Docket No. 13-F
and on behalf of all members by blood of the	)	
CHIPPEWA TRIBE OF INDIANS,	)	
	)	
THE POTTAWATOMIE TRIBE OF INDIANS,	)	Docket No. 15-I
THE PRAIRIE BAND OF THE POTTAWATOMIE	)	
TRIBE OF INDIANS, <u>et al.</u> ,	)	
	)	
RED LAKE BAND, <u>et al.</u> ,	)	Docket No. 18-K
	)	
THE DELAWARE TRIBE OF INDIANS,	)	Docket No. 27
	)	
HANNAHVILLE INDIAN COMMUNITY, <u>et al.</u> ,	)	Docket No. 29-G
	)	
SHAWNEE TRIBE OF INDIANS OF OKLAHOMA, <u>et al.</u> ,	)	Docket No. 64-A
	)	
THE SIX NATIONS, <u>et al.</u> ,	)	Docket No. 89
	)	
THE OTTAWA TRIBE, and GUY JENNISON, <u>et al.</u> ,	)	Docket No. 133-C
as representatives of THE OTTAWA TRIBE,	)	
	)	
LAWRENCE ZANE, <u>et al.</u> , <u>ex rel.</u> ,	)	Docket No. 141
WYANDOT TRIBE, <u>et al.</u> ,	)	
	)	
CITIZEN BAND OF POTAWATOMI INDIANS	)	Docket No. 308
OF OKLAHOMA, <u>et al.</u> ,	)	
	)	
THE SENECA-CAYUGA TRIBE OF OKLAHOMA,	)	Docket No. 341-D
and PETER BUCK, <u>et al.</u> , members and	)	
representatives of members thereof,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

Decided: May 23, 1973

Appearances:

Robert C. Bell, Jr., Attorney  
for Plaintiffs in Docket 29-G.

Rodney J. Edwards, Attorney  
for Plaintiffs in Dockets 18-K and 141.

James R. Fitzharris, Attorney for  
Plaintiffs in Dockets 13-F and 64-A.

Allan Hull, Attorney for Plaintiffs  
in Docket 133-C.

Robert S. Johnson, Attorney for  
Plaintiffs in Docket 15-I.

Paul G. Reilly, Attorney for  
Plaintiffs in Dockets 89 and 341-D.

Louis L. Rochmes, Attorney for  
Plaintiffs in Dockets 27 and 308.

James E. Clubb, with whom was  
Mr. Assistant Attorney General Kent  
Frizzell, Attorneys for Defendant.

OPINION OF THE COMMISSION

Blue, Commissioner, delivered the opinion of the Commission.

I begin this opinion by reiterating the statement made as a preface to my opinion in the case of James Strong v. United States, Dockets 13-E, et al., 30 Ind. Cl. Comm. 8 (1973), that while I personally continue to adhere to the view expressed in Chairman Kuykendall's dissenting opinion in the case of Citizen Band v. United States, Dockets 71, et al., 27 Ind. Cl. Comm. 187, 328 (1972), that the Potawatomis did not constitute one political entity during the period 1795 to 1833, certain conclusions I have reached in the opinion and findings of fact which follow reflect the position of the majority of the Commission with respect to the political structure of the Potawatomi Indians during this period, as has been determined in the Citizen Band case, supra.

This consolidated proceeding involves claims of recognized title by the various plaintiffs to the areas identified as Areas 87 and 88 on Royce's Maps of Ohio, Indiana and Michigan 1 in Part II of the 18th Annual Report of the Bureau of American Ethnology, 1896-1897. Representatives of several tribes and bands of Indians relinquished their interests in these areas at the Treaty of September 29, 1817, 7 Stat. 160, proclaimed January 4, 1819.

The dockets captioned above were consolidated by the Commission's order of November 4, 1960, to try the issue of title to these areas. After the consolidation, one hearing was held during which evidence was presented with respect to these consolidated dockets and with respect to two other sets of consolidated dockets, Dockets 13-E, et al., involving claims of title to Royce Areas 53 and 54, Ohio, which were ceded at the Treaty of July 4, 1805, 7 Stat. 87, and Dockets 59, et al., involving claims of title to Royce Area 66, Michigan and Ohio, ceded at the Treaty of November 17, 1807, 7 Stat. 105. The parties have stipulated that any of the evidence in the single hearing might be used and would be applicable to any or all of the three sets of consolidated claims.

At the 1795 Greeneville Treaty, the United States and representatives of several Indian tribes and bands agreed to the establishment of a boundary line between the lands of the Indians and the lands of the

United States. The Greeneville Treaty Line began at a point where Cleveland, Ohio, is now located, ran south about 70 miles, then almost due west across central Ohio to a point midway on the Ohio-Indiana border near Fort Recovery, and then south-southwest in Indiana to the Ohio River.

In Article IV of the 1795 Greeneville Treaty, the United States relinquished, with certain enclaves excepted, its claims to all the Indian lands west and north of the Greeneville Treaty Line and, in Article V, conferred upon the Indians participating at the treaty the right permanently to occupy the lands on the Indian side of the Greeneville Treaty Line. Among the enclaves described in Article III of the treaty, which the United States excepted from its relinquishment, were the following:

<u>Subsection in Article III</u>	<u>Royce Area</u>
(2.)	13 Ohio
(3.)	14 Ohio
(4.)	15 Ohio
(8.)	18 Ohio
(9.)	19 Ohio
(11.)	20 Ohio

The 1795 Greeneville Treaty did not, however, establish boundaries among the Indians within their lands.

Among those Indians signing the 1795 Greeneville Treaty were representatives of the Wyandot, Delaware, Shawnee and Potawatomi Tribes and representatives of those bands of Ottawa and Chippewa Indians known, respectively, as the Ottawas of the Maumee, Blanchard's Fork, AuGlaize and Roche de Boeuf, and the Chippewas of the Saginaw. See Citizen Band v. United States, Dockets 71, et al., 27 Ind. Cl. Comm. 187, 323 (1972); Saginaw Chippewa Indian Tribe v. United States, Dockets 57, et al., 22 Ind. Cl. Comm. 504, 522 (1970), Ottawa Tribe v. United States, Dockets 40-B, et al., 2 Ind. Cl. Comm. 461, 466 (1953).

At the Treaty of Brownstown, November 25, 1808, 7 Stat. 112, representatives of the Chippewas, Ottawas, Potawatomis, Wyandots and Shawnees ceded to the United States a 120 feet wide strip for a roadway--along with a one mile wide strip on each side of the roadway--from the rapids of the Maumme River on the northwestern border of Royce Area 87, across Royce Area 87 to the eastern boundary thereof. There also was ceded a roadway 120 feet wide from Lower Sandusky (present-day Fremont, Ohio) south to the Greeneville Treaty Line.

Royce Areas 87 and 88 are located in northwestern Ohio with small projections into northeastern Indiana and south-central Michigan. These areas were ceded at the Treaty of September 29, 1817, 7 Stat. 160, between the United States and representatives of the "Wyandot, Seneca, Delaware, Shawanese, Potawatomees, Ottawas, and Chippeway, tribes of

Indians." In Article 1 of the treaty, the Wyandot Tribe ceded the territory comprising Royce Area 87 to the United States. In Article 2, the "Potawatomy, Ottawas, and Chippeway, tribes of Indians" ceded the territory comprising Royce Area 88 to the United States. In Article 3, the "Wyandot, Seneca, Delaware, Shawnese, Potawatomy, Ottawas, and Chippeway tribes" acceded to the cessions described in Articles 1 and 2. Article 4 provided the following consideration to the signatory Indians: a perpetual annuity of \$4,000.00 to the Wyandots; a perpetual annuity of \$500.00 to the Senecas; a perpetual annuity of \$2,000.00 to the Shawnees; \$1,300.00 per year for 15 years to the Potawatomis; \$1,000.00 per year for 15 years to the Ottawas; \$1,000.00 per year for 15 years to the Chippewas; and a single payment of \$500.00 to the Delawares. The United States also granted several tracts and set aside certain reservations for the signatory Indians.

The Supplementary Treaty of September 17, 1818, 7 Stat. 178, was negotiated with representatives of the Wyandots, Senecas, Shawnees, and Ottawas because the Indians sought to have additional lands set aside for their use and also because the United States Senate refused to ratify the Treaty of September 29, 1817, since it permitted free alienation by the Indians of the tracts granted to them. By the terms of the supplementary treaty, the Wyandots, Senecas and

Shawnees received additional lands as reservations, and the grants under the first treaty were changed to reservations, alienation of which would be subject to approval by the United States. In addition, the Wyandots, Shawnees, Senecas and Ottawas were accorded additional monetary consideration. Both the treaties became effective upon proclamation thereof by President Monroe on January 4, 1819.

The Treaty of September 29, 1817, was signed by representatives of the Potawatomi, Wyandot, Shawnee and Delaware Tribes. Those Ottawa Indians who signed the treaty were the Ottawa bands of the Maumee, Blanchard's Fork, AuGlaize and Roche de Boeuf. See Ottawa Tribe v. United States, supra. All of the above were parties to the 1795 Greenville Treaty. Furthermore, the references in the text of the Treaty of September 29, 1817, to the 1795 Greenville Treaty lead to the conclusion that the United States representatives knew they were dealing with the same Indian parties at the two treaties. Therefore, we believe that the Chippewas of the Saginaw, who were present at the 1795 Greenville Treaty, were the Chippewa Indians who signed the Treaty of September 29, 1817.

The legal consequences of the 1795 Greenville Treaty have long been settled. In the case of Peoria Tribe v. United States, Docket 289, 19 Ind. Cl. Comm. 107, 120-22 (1968), the Commission described these consequences in the following terms:

\*\*\* Under Article III of the Greenville Treaty \*\*\*  
a common boundary was strategically negotiated. To give the new line real meaning the Indians relinquished all tribal claims to those lands situated generally

east and south of the Greenville line, while the United States, with [a] few exceptions \*\*\*, relinquished all claims they might have to the Indian tribal lands situated west and north of the 1795 Greenville line.

By this relinquishment the United States guaranteed to the Indian tribes negotiating the 1795 Greenville Treaty, more than mere temporary or permissive use and possession of the lands upon which they then were living. As the Commission concluded on a prior occasion, this "relinquishment" was indeed recognition by the United States that permanent ownership of these lands shall be in the occupying tribes. Thus these Indians were accorded legal rights to their homelands, the deprivation of which through governmental action would command just compensation. \*\*\*

\*\*\* The integral follow-up treaties, that is, the post 1795 treaties of cession negotiated with the Greenville Treaty Indians, not only defined with particularity the intertribal boundaries, but also confirmed the previously recognized title. \*\*\*

In the case of Sac and Fox Tribe v. United States, 161 Ct. Cl. 189 (1963), cert. denied, 375 U.S. 921 (1963) (aff'g Docket 83, 7 Ind. Cl. Comm. 675 (1959)) the Court of Claims held that only tribes signatory to the 1795 Greenville Treaty were accorded rights thereunder.

Upon the basis of the above, we have concluded that those tribes and bands of Indians who participated at the 1795 Greenville Treaty and who were then using and occupying Royce Areas 87 and 88 were, by virtue of said treaty, together with the "follow-up"<sup>1/</sup> treaty of September 29, 1817, granted recognized title to these areas. By executing and ratifying the Treaty of September 29, 1817, the United States determined and confirmed the boundaries and ownership of the lands relinquished to said Indians under the 1795 Greenville Treaty. Thus it follows that those tribes and bands of Indians which had participated at the 1795 Greenville Treaty and which were then

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1/ See Sac and Fox Tribe v. United States, supra, at 194.



using and occupying Royce Areas 87 and 88 held rights of recognized title to lands within these areas as of January 4, 1819, the effective date of the Treaty of September 29, 1817. These tribes and bands were the Delaware, Wyandot, Potawatomi and Shawnee Tribes, and those bands of Ottawa and Chippewa Indians known, respectively, as the Ottawas of the Maumee, Blanchard's Fork, AuGlaize and Roche de Boeuf, and the Chippewas of the Saginaw. The Mingoes (or Senecas) were not signatories to the 1795 Greeneville Treaty and derived no benefits therefrom.<sup>2/</sup> Furthermore, nonexclusive use and occupancy of portions of Royce Area 87 prior to 1819 by the Mingoes forecloses any claim based upon aboriginal ownership of any portions of Royce Area 87. That Mingo use and occupancy of portions of Royce Area 87 was nonexclusive is established by the evidence herein, and admitted by the plaintiff Seneca-Cayuga Tribe. The claims of the Red Lake Band, et al., in Docket 18-K, and the Six Nations, et al., in Docket 89, are not supported by any evidence.

There remains the question of the division of recognized title interests in Royce Areas 87 and 88. In our recent decision in the case of James Strong v. United States, supra, 18 et seq., we described the criteria to be used in making a determination such as this and the difficulties involved in such a process. We indicated that the treaty language, including the division of consideration, should first be

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<sup>2/</sup> The Indian identified in the 1795 Greeneville Treaty as "Reyntueco, (of the Six Nations, living at Sandusky,)" signed the treaty as a representative of the Delawares. This fact is omitted from the argument of the plaintiff Seneca-Cayuga Tribe asserting Mingo (or Seneca) representation at Greeneville.

analyzed to determine whether it contains an indication of the relative interests in the lands among the Indians. In that case the language of the treaty under consideration did not expressly reveal the proportion of Indian interests but merely indicated apparent interests of the signatory Indians that were not substantially disproportionate. In that case the treaty language was not internally inconsistent, nor did the documentary evidence relating to the treaty contradict the impression, gathered from the treaty language, of equivalent interests among the signatory Indians. We therefore looked to use and occupancy of the ceded areas and found that such use and occupancy also indicated that the signatory Indians shared the ceded tracts in approximately equal proportions. Thus the use and occupancy confirmed the treaty language. In the instant case we have followed the same type of analysis but have reached a different result.

We begin with the language of the 1817 treaty. In Article 1 of the treaty it was stated that the Wyandots ceded the territory comprising Royce Area 87 to the United States. Article 2 provided that the Ottawas, Chippewas and Potawatomis jointly ceded Royce Area 88 to the United States. In Article 3 all of the signatory Indian tribes and groups acceded to the cessions described in Articles 1 and 2. Article 4 provided monetary consideration for the cessions which varied substantially among the Indians. The Wyandots received the largest share--a perpetual annuity of \$4,000.00. At the other extreme, the Delawares received a single payment of \$500.00. The Senecas, Shawnees, Potawatomis, Ottawas and Chippewas received annuities of various amounts between the extremes.

In Articles 5, 6, 19 and 20, the United States granted to or reserved for several of the signatory tribes and groups, certain tracts located within the boundaries of Royce Area 87. Two tracts, on the Sandusky River surrounding Upper Sandusky (Royce Areas 211 and 259) and near the eastern border of Royce Area 87 (Royce Area 212), were granted to the Wyandots.<sup>3/</sup> Royce Area 163 on lower Sandusky River was granted to the Senecas. Two tracts (Royce Areas 165 and 166) in south-central Royce Area 87 were granted to the Shawnees. Within these tracts was situated the Shawnee village of Wapaghkonetta. A tract (Royce Area 164) near the Shawnee grants was granted jointly to the Shawnees and Senecas residing at Lewistown, a village within said tract. Two tracts (Royce Areas 167 and 168) were reserved for the Ottawas--one on the Blanchard River in central Royce Area 87, the other on the AuGlaize River south of Defiance, Ohio. The Ottawas also received a grant (Royce Area 182) at the mouth of the Maumee River. The Delawares were granted a tract (Royce Area 150) on the Sandusky River.

Contemporary Indian interests in Royce Area 87 are also indicated in several other treaty articles. Article 8 set forth several grants within Royce Area 87 to individuals and, in connection with these grants, reference is made to locations of various Indian groups within Royce Area 87.

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<sup>3/</sup> These and all other grants to the Indians under the 1817 treaty became reservations by virtue of the supplementary treaty the following year. The supplementary treaty also increased the size of several of the tracts and increased the consideration granted. See the discussion of the supplementary treaty, supra, and finding of fact 7, infra.

Several of the individuals who were granted lands along the Sandusky River are identified either as being Wyandots or as having lived among the Wyandots. Senecas are mentioned in connection with other grants along and near the Sandusky River, as are Shawnees in connection with grants in south-central Royce Area 87.

Article 9 provided for the appointment of an agent for the Wyandots who was also "to execute the same duties for the Senecas and Delawares on the Sandusky River."

Article 12 provided for the payment of certain sums to the Indians as damages arising from participation on the American side in the War of 1812. It was provided therein that these amounts would be paid during the year 1818 to the Wyandots at Upper Sandusky, to the Senecas both at Lower Sandusky and at Wapaghkonetta, and to the Shawnees and Delawares at Wapaghkonetta.

The Supplementary Treaty of September 17, 1818, set aside an additional reserve (Royce Area 171) for the Wyandots located west of the Sandusky River at the head of the Blanchard River in eastern Royce Area 87.

This analysis of the 1817 treaty leads us to the conclusion that, despite the fact that under Article 1 of the treaty the Wyandots alone ceded Royce Area 87 and under Article 4 the Wyandots received the largest monetary consideration, the Wyandots were not acknowledged by the United States to have held recognized title to all or to a large portion of Royce Area 87. The

remainder of the treaty reinforces this conclusion. The numerous treaty references cited above establish that Royce Area 87 was occupied by several different Indian groups and that the United States was aware of this at the time. We find further support for this conclusion in the fact that only ten years before Governor William Hull of Michigan had, in connection with the cession of southeastern Michigan at the Treaty of November 17, 1807, 7 Stat. 105, unsuccessfully sought Ottawa permission for the cession of the lands comprising Royce Area 87. We therefore believe that a division of Indian interests in Royce Area 87 cannot be based upon the language of the treaty itself.

We have reached this same conclusion with respect to the division of consideration under the 1817 treaty. When the 1817 treaty is placed in historical perspective, we are convinced that the division of consideration therein cannot be used to accurately divide the Indian interests. The 1817 treaty was the first treaty following the War of 1812 wherein Ohio lands were ceded to the United States. During the War of 1812, the Ohio and Michigan Indians divided in their allegiance. The great majority of the Ottawas, Chippewas and Potawatomis joined the British side. Nearly all of the Wyandots, Senecas, Delawares and Shawnees sided with the Americans. The discrepancies in the monetary consideration, particularly that granted the Wyandots as opposed to the amount granted the Ottawas, clearly imply the presence of political factors.

We therefore considered the history of Indian use and occupancy of Royce Area 87 to aid us in determining these interests. We have found that during the last decade of the 18th century and the early years of the 19th century Royce Area 87 was used and occupied by several different Indian groups. The first Indians known to have occupied the Sandusky River region in eastern Royce Area 87 were the Wyandots, who did so around 1750. From that time through the time of the 1817 treaty, there were Wyandots in the Sandusky River region but there were other Indians there at the same time. In the study of Royce Area 87 prepared by defendant's expert witness, Dr. Voegelin, which is Defendant's Exhibit B-402 and which contains the most complete documentation of Indian locations, there are references to twelve different Wyandot locations along the Sandusky River in the years between 1754 and 1819.

Some of these are one-time references to hunting, but several others reveal village sites of long duration at various points along the river and near it. However, during this time, there was an Ottawa village located for many years east of the mouth of Sandusky River. There were also Delawares and Munsees at four different locations along the Sandusky River at various times between 1777 and 1819. Lastly, there are numerous references to Mingoes and Mohawks hunting and living along the Sandusky River throughout the period.

The evidence reveals that this same kind of mixed use and occupancy was even more pronounced along the Maumee River. Ottawas were located at several places along the middle and lower Maumee River from about

1760 into the early 19th century. However, the evidence also shows that Shawnees, Delawares and Munsees, Wyandots and Miamis freely used and occupied the Maumee River region during the last decade of the 18th century and the early years of the 19th century in close proximity to the Ottawas. This concentration of different Indian groups was at least partially caused by the Indian-American hostilities in western Ohio during the last years of the 18th century but, nonetheless, when the United States, at the 1795 Greenville Treaty, recognized title in the Indians to these areas there were several Indian groups on the Maumee River using and occupying this region without clearcut tribal boundaries.

In the central and southern portions of Royce Area 87 we find evidence of this same pattern of mixed use and occupancy. Shawnees were congregated in towns in southern Royce Area 87 during the 1790's and early 1800's, but there were Wyandot and Mingo settlements nearby. In central Royce Area 87, there were both Ottawa and Wyandot villages along the Blanchard River in the early 19th century.

With such evidence of mixed use and occupancy during the times the relevant treaties were negotiated, we see no basis for apportioning interests in Royce Area 87 on the basis of geographical division. However, we do believe it is necessary to acknowledge the predominant association of the Wyandots and Ottawas with Royce Area 87. This can best be accomplished, we believe, by apportioning unequal fractions of an undivided interest in the whole of Royce Area 87. In making

this kind of a division we have taken into account such factors as the relative numerical incidence of references to the various Indian groups, the overall period during which these groups used and occupied Royce Area 87, the geographical extent of use and occupancy by these groups, and the historical context of their use and occupancy. We are unable to rely upon Indian population because of the discrepancies in available estimates, the absence of reliable overall figures for Royce Area 87, and the fluctuations in population during the period considered.

The evidence establishes that the Wyandot Indians possessed the most substantial interest in Royce Area 87. The Wyandots were present within Royce Area 87 for the longest time. They were the predominant Indian group in eastern Royce Area 87 and their presence is also established along the Maumee River and in south-central Royce Area 87. The Ottawas possessed the next most significant interest in Royce Area 87. Their primary presence was along the Maumee River but Ottawas were present also in other regions of Royce Area 87. The Delawares and Shawnees came later into Royce Area 87 under pressure from American troops. Their presence within Royce Area 87 during the treaty period is clearly established but the circumstances of their presence warrant our finding that they possessed lesser interests.

Taking all these factors into account, including the treaty language and the division of treaty consideration, we believe that a fair and equitable division of Indian interests in Royce Area 87 consists of apportioning a one-half fractional share in the whole to the Wyandots,



a three-tenths fractional share in the whole to the Ottawas, and a one-tenth fractional share in the whole each to the Shawnees and Delawares. We believe this method of apportionment to be consistent with the Court of Claim's reasoning in the case of United States v. Kickapoo Tribe, 174 Ct. Cl. 550 (1966) (aff'g Dockets 317, et al., 10 Ind. Cl. Comm. 279 (1962)).

With respect to Royce Area 88, we believe that the language of the 1817 treaty dictates division on the basis of equal undivided shares of the whole. In Article 2 of the treaty the Ottawas, Chippewas and Potawatomis jointly ceded Royce Area 88. Article 4 divided the monetary consideration almost equally among these three groups, and there were no areas within Royce Area 88 granted or reserved to the Indians by the United States.<sup>4/</sup> There is very little evidence of Indian use and occupancy of Royce Area 88.

We have therefore concluded that on January 4, 1819, the effective date of the Treaty of September 29, 1817, the Wyandot Tribe, represented here by the plaintiffs in Docket 141, held recognized title to an undivided one-half interest in Royce Area 87, and the bands of Ottawas of the Maumee, Blanchard's Fork, AuGlaize and Roche de Boeuf, represented here by the plaintiffs in Docket 133-C, held recognized title to an undivided three-tenths interest in Royce Area 87, excluding, in each case,


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<sup>4/</sup> In Article 8 of the 1817 treaty there was, however, one section of land granted to certain "adopted children of the Potawatomy tribe," to be located within Royce Area 88.

those areas within Royce Area 87 which had previously been ceded to the United States at the 1795 Greeneville Treaty and at the 1808 Brownstown Treaty. Furthermore, the Delaware Tribe, represented here by the plaintiff in Docket 27, and the Shawnee Tribe, represented here by the plaintiffs in Docket 64-A, each held recognized title to an undivided one-tenth interest in the same area as of the same date.

We have also concluded that on January 4, 1819, the Potawatomi Tribe, represented here by the plaintiffs in Docket 15-I, 29-G and 308, the bands of Ottawas of the Maumee, Blanchard's Fork, AuGlaize and Roche de Boeuf, represented here by the plaintiffs in Docket 133-C, and the bands of Chippewas of the Saginaw, represented here by the plaintiffs in Docket 13-F, each held recognized title to an undivided one-third interest in Royce Area 88.

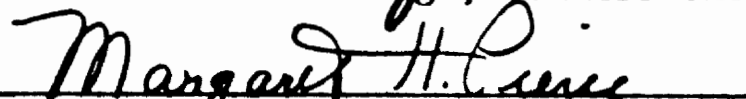
This case may now proceed to a determination of the acreage of the ceded lands, the fair market value thereof as of January 4, 1819, the consideration given for the cessions, and all other matters bearing upon the question of defendant's liability to the separate plaintiffs.

  
 Brantley Blue, Commissioner

We concur:

  
 John I. Vance, Commissioner

  
 Richard W. Yarborough, Commissioner

  
 Margaret H. Pierce, Commissioner

Kuykendall, Chairman, concurring.

The political structure of the Potawatomi Indians during the treaty period was considered by the Commission in Citizen Band of Potawatomi Indians v. United States, Dockets 71, et al., 27 Ind. Cl. Comm. 187 (1972). In my opinion there was no Potawatomi Tribe or Nation during the material period. My view that the Potawatomi "tribe" was composed of politically autonomous landowning bands, is set forth in the dissent in that case. Id. at 328-471. However, since the majority found that any ultimate award to the Potawatomi plaintiffs herein should be on behalf of the Potawatomi Tribe or Nation, I recognize that I am now bound thereby and, accordingly, I concur.

  
Jerome K. Kuykendall, Chairman