

## BEFORE THE INDIAN CLAIMS COMMISSION

THE MINNESOTA CHIPPEWA TRIBE, et al.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Docket No. 18-S
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

Decided: November 23, 1977

ADDITIONAL FINDINGS OF FACT

The Commission makes the following findings of fact which are supplemental to the findings numbered 1 through 36 previously entered herein.

37. Recited treaty promises

In Article IV of the Treaty of October 4, 1842, 7 Stat. 591, 592, the United States promised to pay \$875,000 to the "Chippewa Indians of the Mississippi, and Lake Superior" as consideration for the cession. The \$875,000 is made up as follows:

<u>Annually for 25 years</u>	<u>25-year Totals</u>
1. \$12,500 "in specie"	\$ 312,500
2. \$10,500 "in goods"	262,500
*3. \$2,000 "in provisions and tobacco"	50,000
4. \$2,000 blacksmith shops, smiths, assistants, iron and steel	50,000
5. \$1,000 "pay of two farmers"	25,000

<u>Annually for 25 years</u>	<u>25-year Totals</u>
6. \$1,200 "pay of two carpenters"	\$ 30,000
7. \$2,000 "support of schools for Indians party to this treaty"	50,000
<u>Single Payment</u>	
8. \$5,000 "agricultural fund"	5,000
9. \$75,000 for debts	75,000
10. \$15,000 halfbreeds	<u>15,000</u>
Total	\$875,000

\* The defendant makes no claims for this item.

38. Cash annuities

Defendant has claimed cash annuity payments which total \$300,239.51.<sup>1/</sup>

The disbursements, totaling \$196,002.57, which are allowed as payments on the claim are as follows:

1844 Claimed \$12,520.25; Allowed none

Defendant has not submitted any vouchers, abstracts or other evidence in support of the 1844 payments. The GAO recap summary sheets state "Documents missing. Unable to determine time period." and " Documents could not be located. Amounts taken from workcard 'Carrying into effect'" (Def. Ex. CRZ-4 pp 1, 3). The claimed amount is not allowed as a payment on the claim.

1845 Claimed \$12,500.00; Allowed \$12,500.00

This claim is supported by Voucher 3, Acct. 2104, and \$12,500.00 is allowed as a payment on the claim.

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<sup>1/</sup> In its requested finding defendant's claim is stated as \$275,332.38, but the yearly itemization actually totals \$300,239.51.

1846 Claimed \$12,407.13; Allowed \$12,407.13

In support of this claim defendant has submitted the abstract of disbursements for the quarter ending September 30, 1845. It shows the payments and disbursements made by the Indian sub-agent to the Chippewas of the Mississippi and Lake Superior in fulfilling treaty stipulations. The abstract lists cash annuity payments of \$21,907.13. Of this amount \$9,500.00 was charged to the Treaty of July 29, 1837, 7 Stat. 536 (Dkt. 18-C, Def. Ex. 2-S, p. 207). Deducting this amount from the total cash payment leaves a balance of \$12,407.13, which is allowed as a payment on the claim in this case.

1847 Claimed \$12,500.00; Allowed \$12,500.00

In support of this claim defendant has submitted Voucher 1, Acct. 5077 showing cash payments of \$21,898.88 in fulfillment of 1837 and 1842 Treaty obligations. The sum of \$9,398.88 was credited to the 1837 Treaty (Dkt. 18-C, Def. Ex. 2-S, p. 212). Deducting this amount from the total payment leaves a balance of \$12,500.00, which is allowed as a payment on the claim in this case.

1848 Claimed \$12,500.00; Allowed \$12,500.00

This claim is supported by Voucher 1, Acct. 6288 showing cash payments of \$21,935.24 in fulfillment of 1837 and 1842 Treaty obligations. Of this amount \$9,435.24 was credited to the 1837 Treaty (Dkt. 18-C, Def. Ex. 2-S, p. 213). Deducting this amount from the total payment leaves a balance of \$12,500.00, which is allowed as a payment on the claim in this case.

1849 Claimed \$12,425.25; Allowed \$12,425.25

In support of this claim defendant has submitted an abstract of disbursements for Acct. 8067 showing cash payments of \$33,283.12 in fulfillment of obligations under the Treaties of 1837, 1842, and 1847.<sup>2/</sup> Also in evidence is Voucher 1, Acct. 8632 showing cash payments of \$22,642.13, also in fulfillment of 1837, 1842 and 1847 Treaty obligations. The total cash payments were \$55,925.25. The amounts credited to the 1837 and 1847 Treaties were:

1837 Treaty	\$ 9,500.00	Dkt. 18-C, Def. Ex. 2-S, p. 213
1847 Treaty	34,000.00	GAO Report, Mole Lake case, Court of Claims No. 45162, p. 261
Total	<u>\$43,500.00</u>	

Deducting this sum from the total cash payments leaves a balance of \$12,425.25, which is allowed as a payment on the claim in this case.

1850 Claimed \$12,500.00; Allowed \$12,500.00

In support of this claim defendant has submitted the abstract of disbursements for the quarter ending September 30, 1849, showing cash payments of \$16,231.17 to the Chippewas of Lake Superior. Also submitted is Voucher 1, Acct. 11167 showing cash annuity payments of \$5,642.13 to the Mississippi Bands of Chippewa Indians. The total payments were \$21,873.30. The sum of \$9,372.30 was credited to the 1837 Treaty (Dkt. 18-C, Def. Ex. 2-S, p. 213). Deducting this amount from the total cash

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<sup>2/</sup> Treaty of August 2, 1847, 9 Stat. 904.

payments leaves a balance of \$12,501.00. However, defendant has only claimed \$12,500.00 in this case. The sum of \$12,500.00 is allowed as a payment on the claim.

1852 Claimed \$19,590.94; Allowed \$19,512.12

In support of this claim defendant has submitted 11 vouchers totaling \$43,555.44. From this defendant deducts \$4,964.50 which it concedes the GAO and GSA treated as cash annuity payments but which amount was spent on provisions for the Indians. Deducting the sum of \$19,000.00 which was credited to the 1837 Treaty payments (Dkt. 18-C, Def. Ex. 2-S, p. 214), leaves a balance of \$19,590.94. However, seven of the vouchers indicate payments for provisions totaling \$5,043.32, which is \$78.82 more than the amount conceded by defendant. The payments for provisions were:

Voucher 9, 3d Q	\$ 626.00
Voucher 9, 2dQ	75.00
Voucher 10	983.00
Voucher 11	1,000.00
Voucher 12	340.00
Voucher 13	324.00
Voucher 14	<u>1,695.32</u>
Total	\$5,043.32

Deducting this amount and the \$19,000.00 payment under the 1837 Treaty leaves a balance of \$19,512.12, which is allowed as payment on the claim.

1853 Claimed \$12,500.00; Allowed \$7,217.25

The recap summary sheet for this year cites 12 vouchers which are not itemized but are listed as cash payments totaling \$19,507.73. They represent disbursements under the 1842 and 1837 Treaties. The amount which has been charged to the 1837 Treaty is \$7,007.73 (Dkt. 18-C, Def. Ex. 2-S, p. 214), and the balance of \$12,500.00 is claimed as payment under the 1842 Treaty.

However, only eleven vouchers have been submitted, and they total \$18,423.48

1/2. Of the eleven vouchers only two indicate cash annuity payments:

Voucher 19, Account 295	\$ 699.98 1/2
Voucher 11, Account 646	<u>13,525.00</u>
	\$14,224.98 1/2

Deducting the \$7,007.73 allowed in the 1837 Treaty case leaves a balance of \$7,217.25, which is allowed as a payment on the claim in this case.

The remaining 9 vouchers are variously for travel, board, flour, corn, and pork. Such items cannot be included in computing allowable cash disbursements.

1854 Claimed \$14,517.00; Allowed none

There are two vouchers in support of the claimed payments in 1854. One voucher -- Voucher 1, Account 2550 -- is for \$15,293.56. However, it recites that the payments were to Ottawa and Chippewa Indians for the annuity due them under the Treaty of March 28, 1836, 7 Stat. 491. The other voucher is for \$8,724.00 representing payments under the 1837 and 1842 Treaties. Since \$9,500.00 has already been credited to 1837 Treaty payments (Dkt. 18-C, Def. Ex. 2-S, p. 215), no credit can be allowed as payment of the 1842 Treaty cash annuity for this year.

1855 Claimed \$9,375.50; Allowed \$9,375.00

This claim is supported by Voucher 1, Acct. 3830 and \$9,375.00 is allowed as a payment on the claim.

1856 Claimed \$18,399.17; Allowed \$18,399.17

The recap summary sheet for this year lists three vouchers for a total

cash payment of \$39,274.17.<sup>3/</sup> Cash annuity payments have been charged to three other treaties, as follows:

1837 Treaty	\$14,875.00	(Dkt. 18-C, Def. Ex. 2-S, p. 215)
1847 Treaty	1,000.00	(GAO Report, Mole Lake case, Court of Claims No. 45162, p. 261)
1854 Treaty <sup>4/</sup>	<u>5,000.00</u>	(Dkt. 18-U, Def. Ex. 4-S, pp. 293, 311)
Total	\$20,875.00	

Deducting this sum leaves a balance of \$18,399.17, which is allowed as a payment on the claim in this case.

1857 Claimed \$8,333.34; Allowed none

The only voucher in support of this claim is incomplete. There are 56 pages of names and amounts but the critical pages showing dates, total amounts, tribal affiliations, and treaties involved are missing. There is no basis for allowing a credit for payments on the 1842 Treaty cash annuity for this year.

1858 Claimed \$14,827.34; Allowed \$8,333.33

In support of this claim defendant has submitted a voucher showing cash payments totaling \$17,861.67 (Voucher 1, Account 8749). Of this amount defendant's recap summary sheet lists \$8,333.33 as the amount

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<sup>3/</sup> For some unexplained reason this figure appears to be less than the actual total of the vouchers:

Voucher 1	Account 4617	\$19,666.67
Voucher 7	Account 5138	12,275.00
Voucher 3	Account 5138	<u>25,332.50</u>
	Total	\$57,274.17

<sup>4/</sup> Sept. 30, 1854, 10 Stat. 1109.

allocated to cash payments made under the 1842 Treaty. As defendant's recap summary sheets indicate, the balance was paid under the 1837 and 1854 Treaties. There was \$6,333.34 allocated to the 1837 Treaty (Dkt. 18-C, Def. Ex. 2-S, p. 217). The sum of \$3,195.00 was allocated to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 295). Deducting these amounts from the \$17,861.67 leaves a balance of \$8,333.33 which is allowed as a payment on the claim in this case.

The additional amount claimed by defendant is derived from an abstract of disbursements for the quarter ending September 30, 1857, showing annuity payments of \$11,730.00. Of this amount defendant's recap summary sheet lists \$6,494.01 with a notation "Unable to determine which line amounts were allowed under Treaty of 1842." There is no indication how the \$6,494.01 figure was determined or to which treaties the balance was allocated. It is not allowed as a payment on the claim.

1859 Claimed \$14,166.67; Allowed \$8,333.33

Defendant's recap summary sheets list credits for cash payments of \$8,333.33 in the first quarter of 1859 and payments of \$5,833.34 in the second quarter. The first quarter payments are supported by two vouchers showing cash payments of \$2,666.66 (Voucher 2) and \$10,666.67 (Voucher 12) for a total of \$13,333.33. The sum of \$5,000.00 was credited to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 295). Deducting the \$5,000.00 leaves a balance of \$8,333.33 which is allowed as a payment on the claim in this case.



The second quarter payments are supported by Voucher 3 for \$24,233.34. Apparently, part of this amount was credited to payments under the Treaty of February 22, 1855, 10 Stat. 1165. Cash annuity payments totaling \$349,616.29 were credited to the Chippewas of the Mississippi under Article 3 of the 1855 Treaty (Dkt. 18-B, Def. Ex. 103, p. 21) and that sum was allowed as payment on the claim in the Docket 18-B case 14 Ind. Cl. Comm. 226, 282. However, there is no yearly breakdown of the cash annuity payments and therefore no way to determine the amount of cash allocated under the 1855 Treaty for the year 1859. The claim for \$5,833.37 is not allowed as a payment on the claim.

1860 Claimed \$12,952.67; Allowed \$8,333.33

Defendant's recap summary sheets list credits for cash payments of \$8,333.33 in the first quarter of 1860 and \$4,619.34 in the second quarter. The first quarter payments are supported by two vouchers showing cash payments of \$2,666.67 (Voucher 1, Acct. 4252) and \$10,666.66 (Voucher 16, Acct. 231) for a total of \$13,333.33. The sum of \$5,000.00 was credited to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 295). Deducting the \$5,000.00 leaves a balance of \$8,333.33 which is allowed as a payment on the claim in this case.

The second quarter payments are supported by Voucher 3, Acct. 391 for \$22,619.34. It appears that part of this amount was credited to payments under the 1855 Treaty, but there is no evidence indicating the amount of that credit. The claim for \$4,619.34 is not allowed as a payment on the claim.

1861 Claimed \$12,338.93; Allowed \$8,333.34

Defendant's recap summary sheets list credits for cash annuity payments of \$8,333.34 in the first quarter of 1861 and \$4,005.59 in the second quarter. The first quarter payments are supported by two vouchers showing cash payments of \$2,666.67 (Voucher 1, Acct. 4252) and \$10,666.67 (Voucher 1, Acct. 2398) for a total of \$13,333.34. The sum of \$5,000.00 was credited to the 1854 Treaty (Dkt. 18-U; Def. Ex. 4-S, p. 296). Deducting the \$5,000.00 leaves a balance of \$8,333.34 which is allowed as a payment on the claim in this case.

The second quarter payments are supported by Voucher 7, Acct. 3716 for \$23,623.59. Defendant's recap summary sheet indicates that part of this amount was credited to 1855 Treaty payments, but it was "unable to determine which specific line amounts applied to Feb. 22, 1855." There is no evidence of the amount credited to the 1855 Treaty for the year 1861. The claim for \$4,005.59 is not allowed as a payment on the claim.

1862 Claimed \$12,966.67; Allowed \$8,333.33

Defendant's recap summary sheets list credits for cash payments of \$8,333.33 in the first quarter of 1862 and \$4,633.34 in the second quarter. The first quarter payments are supported by two vouchers showing cash payments of \$2,666.67 (Voucher 1, Acct. 6305) and \$10,666.66 (Voucher 54, Acct. 8119) for a total of \$13,333.33. The sum of \$4,999.94 was credited to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 296). Deducting the \$4,999.94 leaves a balance of \$8,333.39. The claimed amount, \$8,333.33, is allowed as a payment on the claim.

For the second quarter payment the recap summary sheet lists three items which total \$4,633.34. But the recap notes "Voucher Missing" and "Unable to locate account; scheduled per GAO breakdown in workcards." The claim for \$4,633.34 is not allowed as a payment on the claim.

1863 Claimed \$11,333.33; Allowed \$8,333.33

Defendant's recap summary sheets list credits for cash payments of \$8,333.33 in the first quarter of 1863 and \$3,000.00 in the second quarter. The first quarter payments are supported by two vouchers showing cash payments of \$2,666.67 (Voucher 1, Acct. 1573) and \$10,666.66 (Voucher 32, Acct. 3083) for a total of \$13,333.33. The sum of \$5,000.00 was credited to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 296). Deducting the \$5,000.00 leaves a balance of \$8,333.33 which is allowed as a payment on the claim in this case.

The second quarter payments are supported by an abstract of disbursements (Voucher 1, Acct. 521) showing annuity payments of \$14,180.00 to Chippewas of the Mississippi under the 1842 Treaty, 1854 Treaty and 1855 Treaty. There is no evidence indicating the amount credited to the 1855 Treaty. The claim for \$3,000.00 is not allowed as a payment on the claim.

1864 Claimed \$12,306.64; Allowed \$8,333.33

Defendant's recap summary sheets cite two vouchers in support of a listing of \$8,333.33 in cash payments. They are Voucher 1, Acct. 4693 for \$10,666.66 and Voucher 1, Acct. 7976 for \$2,666.67 for a total of \$13,333.33. The sum of \$5,000.00 was credited to the 1854 Treaty

(Dkt. 18-U, Def. Ex. 4-S, p. 298). Deducting the \$5,000.00 leaves a balance of \$8,333.33 which is allowed as a payment on the claim in this case.

The remaining amount claimed, \$3,973.31, is supported by a voucher showing payments to Mississippi Bands of Chippewas of \$17,973.31. There is no evidence indicating what amounts of these monies have been credited to the 1855 Treaty or to other treaty payments. The claim for \$3,973.31 is not allowed as a payment on the claim.

1865 Claimed \$12,455.75; Allowed \$8,333.33

Defendant lists two items which total \$12,455.75. The first is \$8,333.39 which is supported by two vouchers showing cash payments of \$2,666.67 (Voucher 1, Acct. 115) and \$10,666.66 (Voucher 1, Acct. 9380) for a total of \$13,333.33. The recap summary sheet indicates that the balance of these vouchers was charged to the 1854 Treaty. The sum of \$5,000.00 was credited to the 1854 Treaty (Dkt. 18-U; Def. Ex. 4-S, p. 298). Deducting that amount from the total of the two vouchers leaves a balance of \$8,333.33 which is allowed as a payment on the claim.

The other item, for \$4,122.36, is supported by Voucher 25, Acct. 9559 for \$24,233.36. Defendant's recap summary sheet notes that the balance of this voucher was charged to the 1855 Treaty. However, there is no evidence indicating the amount charged to that treaty. Further, the voucher includes payments for iron and steel. The claim for \$4,122.46 is not allowed as a payment on the claim.

1866 Claimed \$12,500.01; Allowed none

In support of this claim defendant has submitted only one voucher showing payment of \$2,666.67 (Voucher 1, Acct. 4489) under the 1842 and 1854 Treaties. The sum of \$3,609.34 was credited to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 298). For the other entries of its recap summary sheet defendant states "unable to locate account" and lists the purpose of the alleged payments as "unknown." The claimed cash payments for 1866 are not allowed as payments on the claim.

1867 Claimed \$14,322.92; Allowed none

Defendant's recap summary sheets list credits of \$8,333.34 in the first quarter of 1867 and \$5,989.58 in the second quarter. The first quarter payments are supported by two vouchers showing cash payments of \$3,918.75 (Voucher 1, Acct. 4538) and \$1,390.66 (Voucher 53, Acct. 4386) for a total of \$5,309.41. There is no explanation how a claim for \$8,333.34 is supported by two vouchers which total only \$5,309.41. Further, the sum of \$7,640.24 was credited to the 1854 Treaty (Dkt. 18-U, Def. Ex. 4-S, p. 300). The claim for credit of \$8,333.34 is not allowed as a payment on the claim.

The second quarter claim is supported by Voucher 22, Acct. 5485, for \$23,989.58 paid to the Mississippi Bands of Chippewas. There is no explanation or basis for determining to which treaties the balance of these monies may have been credited. The claim for \$5,989.58 is not allowed as a payment on the claim.

Summary

<u>Year</u>	<u>Allowed</u>
1844	\$ 00.00
1845	12,500.00
1846	12,407.13
1847	12,500.00
1848	12,500.00
1849	12,425.25
1850	12,500.00
1852	19,512.12
1853	7,217.25
1854	00.00
1855	9,375.00
1856	18,399.17
1857	00.00
1858	8,333.33
1859	8,333.33
1860	8,333.33
1861	8,333.34
1862	8,333.33
1863	8,333.33
1864	8,333.33
1865	8,333.33
1866	00.00
1867	00.00
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Total	\$196,002.57

39. Annuity goods

Defendant claims that \$267,073.67 was expended in purchasing annuity goods for the plaintiffs. The schedules of disbursements show the goods included such items as cloth, thread, blankets, clothing, cooking utensiles, guns, powder, shot, files, shovels, axes, knives, fish hooks, and other dry goods. Section 2 of the Indian Claims Commission Act, 60 Stat. 1050, provides that expenditures for food, rations, or provisions shall not be deemed payments on the claim.<sup>5/</sup> All of the annuity goods supplied to the

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<sup>5/</sup> Act of October 27, 1974, Pub. L. No. 93-494 (88 Stat. 1499).

Indians related to their basic subsistence needs, and the \$267,073.67 expended to supply these items were expenditures for food, rations, and provisions within the purview of the 1974 amendment. The expenditures for annuity goods are not allowed as payments on the claim.

40. Blacksmith shops, supplies, and blacksmiths

Defendant claims expenditures of \$28,318.69 for pay of blacksmiths, blacksmiths' helpers and supplies. Defendant also includes under this provision of the treaty the sum of \$6,121.32 spent for guns, ammunition, and traps all of which defendant claims should be treated as part of this blacksmithing category. The expenditure of \$28,318.69 was in fulfillment of obligations under Article IV of the 1842 Treaty. The expenditures are not within the purview of the 1974 amendment excluding payments for food, rations, and provisions. The sum of \$28,318.69 is allowed as a payment on the claim.

The disbursements totaling \$6,121.32 were for guns, ammunition, and traps--none of which fit the description of supplies to support a blacksmith shop. They are not properly included in this category. Further these expenditures come within the purview of the 1974 amendment as expenditures for food, rations, or provisions. The \$6,121.32 claim is not allowed as a payment on the claim.

41. Tribal debts

In 1845, in accordance with the agreement in Article IV of the 1842 Treaty, the United States disbursed \$74,464.17 for the payment of tribal debts. This amount is allowed as payment on the claim.

42. Pay of farmers

The defendant claims \$19,474.82 expended for the pay of farmers. These payments were made in fulfillment of obligations under Article IV of the 1842 Treaty, and they are allowed as payments on the claim.

43. Pay of carpenters

The defendant claims \$16,962.81 disbursed for the pay of carpenters. These expenditures were made in fulfillment of obligations under Article IV of the 1842 Treaty, and they are allowed as payments on the claim.

44. Support of schools

Defendant claims the following expenditures under this category:

Board and tuition	\$17,492.49
Pay of teachers	8,928.42
Education	1,000.00
Erection and repair of school buildings	1,500.00
Books and stationery	<u>38.20</u>
Total	\$28,959.11

Payments for board of Indians are barred as payments on the claim by the 1974 amendment to Section 2 of the Indian Claims Commission Act. Defendant has not introduced any evidence to establish what portion of the \$17,492.49 spent under the "board and tuition" category was for purposes within the precluded category of food, rations, or provisions. In the absence of any proof on this issue we must disallow all the board and tuition expenditures as payments on the claim.

The remaining expenditures, totaling \$11,466.62, were made in fulfillment of obligations under Article IV of the 1842 Treaty. This amount is allowed as payment on the claim.



45. Agricultural fund

Defendant claims payments totaling \$6,649.19 under this category. For a number of the expenditures no vouchers or Indian agent abstracts are available. For those disbursements which are supported by vouchers the expenditures were made for a variety of purposes including agricultural implements and equipment, potatoes, oats, flour, seed, and lumber--all of which are within the precluded category of food, rations, or provisions. Other expenditures for building or repairing houses for chiefs are not properly included in the agricultural fund category. The claimed payments in this category are disallowed as payments on the claim.

46. Payments to halfbreeds

Defendant lists \$15,000.00 paid to the halfbreeds. However, the accountant's recap summary sheets note that the "Documents [are] Missing. Unable to determine time period" and ". . . Amounts taken from workcard 'Carrying into Effect'" (Def. Ex. CRZ-4, pp. 1, 4). There is no evidence indicating when or how the alleged payments were made. The claimed offset in this category is disallowed as a payment on the claim.

47. Summary

The United States is entitled to offset the following payments on the claim:

Cash annuity	\$196,002.57
Blacksmithing	28,318.69
Tribal debts	74,464.17
Pay of farmers	19,474.82
Pay of carpenters	16,962.81
Education	<u>11,466.62</u>

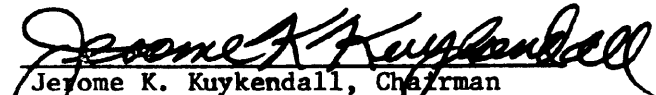
Total	\$346,689.68
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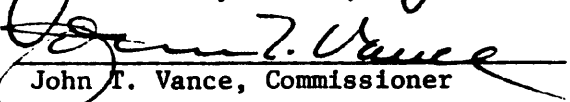
Deducting this sum from the interlocutory award of \$8,862,818.00 leaves a net amount of \$8,516,128.32. Defendant's claim for gratuitous offsets having been dismissed by order of the Commission on April 28, 1976, plaintiffs are entitled to a final award in the amount of \$8,516,128.32

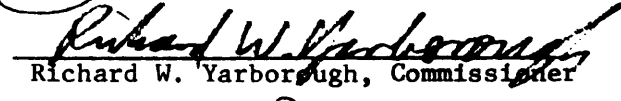
48. Final award

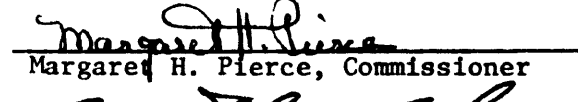
The Treaty of September 30, 1854, provided in Article 8 that the benefits to be derived from the former treaties (existing prior to 1847) should be divided in the proportion two-thirds to the Chippewas of Lake Superior and one-third to the Chippewas of the Mississippi. Accordingly, the award in this case is to the plaintiffs:


- (1) On behalf of and for the benefit of the Chippewas of Lake Superior..... \$5,677,418.88
- (2) On behalf of and for the benefit of the Chippewas of the Mississippi..... \$2,838,709.44

  
 Jerome K. Kuykendall, Chairman

  
 John T. Vance, Commissioner

  
 Richard W. Yarborough, Commissioner

  
 Margaret H. Pierce, Commissioner

  
 Brantley Blue, Commissioner