BEFORE THE INDIAN CLAIMS COMMISSION

THE SIOUX TRIBE, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Docket No. 74
	)	
THE UNITED STATES OF AMERICA,	)	
	)	
Defendant.	)	

Decided: July 19, 1978

Appearances:

Arthur Lazarus, Jr., William Howard Payne, and Marvin J. Sonosky, Attorneys for Plaintiffs.

Craig A. Decker, with whom was Assistant Attorney General Peter Taft, Attorneys for Defendant.

OPINION OF THE COMMISSION

Vance, Commissioner, delivered the opinion of the Commission.

This docket is now before us on plaintiffs' motion for "an order that no offsets, either payments on the claim or gratuities, be deducted" from the award in this case.[1/] Concerning payments on the claim, it is

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1/ The Commission has previously determined (1) that under the Treaty of Fort Laramie of September 17, 1851, the "Sioux or Dakcotah Nation" possessed recognized title to a large tract of land in North and South Dakota, Montana, Wyoming, and Nebraska, 21 Ind. Cl. Comm. 371 (1969), amending 15 Ind. Cl. Comm. 575 (1965); (2) that the "Sioux or Dakcotah Nation," as that term was used in the 1851 Fort Laramie Treaty, consisted of the Teton (Docket 74) and Yankton (Docket 332-C) divisions of Sioux, and that the Tetons possessed an undivided 93 percent interest in the Sioux Fort Laramie land and the Yankton Sioux an undivided 7 percent interest in that land, 24 Ind. Cl. Comm. 147 (1970), as modified by 41 Ind. Cl. Comm. 160 (1977); (3) that the Teton and Yanktonais Sioux (Docket 74) had aboriginal title to a tract of land in North and South Dakota east of the Missouri River, 23 Ind. Cl. Comm. 419 (1970); and (4) that the value, on February 24, 1869, of the Sioux lands east of the Missouri River was $20,895,000, and of the Sioux lands west of the Missouri and outside the Great Sioux Reservation was $24,790,000, 38 Ind. Cl. Comm. 469 (1976).

plaintiffs' position that the Treaty of April 29, 1868, was primarily a treaty of peace rather than a treaty of cession; that the Sioux were unaware that under the treaty the United States was acquiring Sioux land; that the payments promised by the United States under the treaty were in exchange for peace and other promises made by the Sioux; and that, therefore, those payments cannot be offset as payments on plaintiffs' claim for compensation for their lands.[2/] Concerning gratuitous offsets, plaintiffs assert that the nature of the claim and the course of dealings between the parties are such that the Commission should not allow the set off of any gratuitous expenditures by the defendant. Defendant's contentions are 1- that all payments made pursuant to the 1868 treaty were consideration for plaintiffs' lands and should be set off as payments on the claim, and 2- that the Commission should decide on an item-by-item basis which of the gratuitous expenditures by the United States should be set off against plaintiffs' award. For the reasons indicated below the Commission shall grant the plaintiffs' motion.

PAYMENTS ON THE CLAIM

The law concerning the determination of consideration under Indian treaties is well established. Consideration for a land cession is that

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2/ Plaintiffs' claim in this docket is for compensation for lands acquired by the United States under the Treaty of April 29, 1868, 15 Stat. 635 (proclaimed on February 24, 1869). The Commission has previously found that this treaty effectuated a cession of Teton and Yanktonais Sioux lands to the United States, 23 Ind. Cl. Comm. 419, 424 (1970). See also 38 Ind. Cl. Comm. 469, 470, 471 (1976); 23 Ind. Cl. Comm. 358, 359, 360 (1970), 15 Ind. Cl. Comm. 577, 606 (1965).

which the United States offers in exchange for the lands of the Indians, and which the Indians accept as payment for their lands, See Nez Perce Tribe v. United States, 24 Ind. Cl. Comm. 429, 433-34 (1971). In determining whether certain payments made by the United States are consideration for Indian lands the Commission must look to see what the parties agreed to. Makah Tribe v. United States, 40 Ind. Cl. Comm. 131, 135 (1977).

The Treaty. In an attempt to ascertain the intention of the parties we shall first examine the language of the treaty. In this task we shall be guided by the principle that Indian treaties are to be interpreted in the sense in which they would naturally be understood by the Indians, and that any ambiguity is to be resolved in favor of the Indians. Choctaw Nation v. Oklahoma, 397 U. S. 620, 631 (1970).[3/]

In terms of the current dispute in this docket, which is whether or not the payments promised by the United States were intended by the Indians as consideration for the cession of Sioux lands, the key provisions of the treaty are in Articles I, II, XI, XV, and XVI.

Article I of the treaty contained a declaration that the war between the Sioux and the United States was ended. Each party pledged its honor to maintaining the peace. This article also provided for the punishment of any individual who carried out depredations against the other party.

3/ The Court in Choctaw explained the reason behind the rule of construction.

> [T]hese treaties are not to be considered as exercises in ordinary conveyancing. The Indian Nations did not seek out the United States and agree upon an exchange of lands in an arms-length transaction. Rather, treaties were imposed upon them and they had no choice but to consent.

397 U. S. at 630-31.

In Article II the reservation for the Sioux was described. The reserve was set aside for the exclusive use of the Sioux, and the United States promised that no unauthorized person would be permitted to enter the reservation. This article also contained a declaration by the Indian signatories that

> henceforth they will and do hereby relinquish all claims or right in and to any portion of the United States or Territories, except as is embraced within the limits aforesaid [the reservation] and except as hereinafter provided.

15 Stat. 636, emphasis added.

Article XI of the treaty is as follows:

> ARTICLE XI. In consideration of the advantages and benefits conferred by this treaty and the many pledges of friendship by the United States, the tribes who are parties to this agreement hereby stipulate that they will relinquish all right to occupy permanently the territory outside their reservation as herein defined, but yet reserve the right to hunt on any lands north of North Platte, and on the Republican Fork of the Smoky Hill river, so long as the buffalo may range thereon in such numbers as to justify the chase. And they, the said Indians, further expressly agree:
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> 1st. That they will withdraw all opposition to the construction of the railroads now being built on the plains.
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> 2d. That they will permit the peaceful construction of any railroad not passing over their reservation as herein defined.
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> 3d. That they will not attack any persons at home, or travelling, nor molest or disturb any wagon trains, coaches, mules, or cattle belonging to the people of the United States, or to persons friendly therewith.
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> 4th. They will never capture, or carry off from the settlements, white women or children.
>
> 5th. They will never kill or scalp white men, nor attempt to do them harm.

> 6th. They withdraw all pretence of opposition to the construction of the railroad now being built along the Platte river and westward to the Pacific ocean, and they will not in future object to the construction of railroads, wagon roads, mail stations, or other works of utility or necessity, which may be ordered or permitted by the laws of the United States. But should such roads or other works be constructed on the lands of their reservation, the government will pay the tribe whatever amount of damage may be assessed by three disinterested commissioners to be appointed by the President for that purpose, one of said commissioners to be a chief or headman of the tribe.
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> 7th. They agree to withdraw all opposition to the military posts or roads now established south of the North Platte river, or that may be established, not in violation of treaties heretofore made or hereafter to be made with any of the Indian tribes.

15 Stat. at 639.

In Article XV the Indian signatories agreed that they would consider the reservation to be their permanent home and that they would make no permanent settlement elsewhere.

Under Article XVI the United States agreed that the country north of the North Platte River and east of the Big Horn mountains would be considered unceded Indian territory and that no non-Indians would be allowed in this area. The United States further agreed that it would abandon its military posts in the unceded territory and close the road to the settlements in Montana.

The language of the treaty is ambiguous concerning the intention of the parties. Although the language we have quoted from Article II appears to be language of cession, the final phrase, "except as hereinafter provided," controls the sentence, and when read with other articles

of the treaty there is considerable doubt as to its meaning. Certainly, the language of Article XVI talks of certain Sioux land as being considered to be unceded Indian land. In Article XI, the only article in the treaty which uses the word consideration, the Sioux agree to "relinquish all right to occupy permanently the territory outside their reservation . . ." (emphasis added). It is unclear whether the surrender of a right to permanently occupy land is the same as a cession of the land. Further, in Article XI, aside from this relinquishment, the Sioux make seven other promises. All of the Sioux promises are stated to be "[i]n consideration of the advantages and benefits conferred by the treaty . . ." It is impossible to determine from the language of the treaty which part of the advantages and benefits flowing to the Sioux were intended by the parties to be in exchange for a cession of Sioux lands, if in fact the parties intended there to be such a cession.

In short, the Commission is unable to determine from the language of the treaty whether the payments and benefits promised by the United States were in exchange for peace and other promises, as contended by the plaintiffs, or were in exchange for the cession of Sioux lands, as urged by the defendant. It is therefore necessary to examine the history and negotiations leading up to the treaty in an attempt to ascertain the

intent of the parties.[4/]

History. In the early 1860's gold was discovered in Montana. To reach the Montana gold fields, emigrants traveled from Fort Laramie up the valley of the Powder River and then westward into Montana. This route lay in the middle of the principal hunting grounds of the western Sioux. The influx of white emigrants and the disruption to the Sioux way of life precipitated conflict between the Indians and the whites.

In 1865, in an attempt to solve the dispute peacefully, the United States entered into nine treaties with various Sioux bands. Under these treaties the signatory bands agreed that they would withdraw from any overland route through their territory. However, the Upper Brule, Oglala, and Hunkpapa Sioux residing along the Powder River Road, also known as the Bozeman Trail, as the route to Montana was called, refused to participate in the 1865 treaties.

4/ The Commission frequently must look beyond the words of a treaty. Both parties here have been given adequate opportunity to brief and argue their positions concerning the intent of the parties to the 1868 treaty. The briefing process began nearly 10 years ago when the Commission, by order dated October 29, 1968, first requested briefs on the consideration issue. More recently the question of consideration was briefed in response to plaintiffs' motion, dated August 19, 1976, for an order directing that no offsets be deducted from the award (this opinion is in response to that motion). Finally, on October 12, 1976, the full Commission heard oral argument on the consideration issue. In the last 18 months neither party has come forward with any additional information pertaining to the 1868 treaty.

The parties agree that the Commission may rule on plaintiffs' motion as a matter of law. Defendant has stated that it "has no objection to the Commission ruling as a matter of law on plaintiffs' motion to dismiss all of defendants' offset claims" (Defendants' Reply on Motion to Adduce Evidence, November 4, 1976). See also transcript in Docket 74, hearing on offsets, October 12, 1976, at 37.

Again in 1866 the United States attempted to obtain western Sioux consent to the Powder River Road. Although some Sioux agreed, the principal chiefs refused to sign the proposed treaty, and it was not submitted to the Senate for ratification. Nonetheless, the United States Army occupied the Powder River area and erected three forts to protect the road. The Sioux reacted by waging war against the Army and any emigrants who attempted to use the road.

During the early phases of the war, the Sioux were successful in closing the Powder River Road, and inflicted a significant defeat on the Army. In an attempt to curtail what was foreseen as a long and costly war, the United States appointed a Special Indian Commission to ascertain the causes of the war and to seek a method of ending it. The Commission was also instructed to ascertain whether any of the Indians were willing to go on a reservation, and to locate an adequate reservation in the Yellowstone, Powder, Tongue rivers area.

The Special Indian Commission held several meetings with the Sioux in the spring of 1867.

In June 1867 the Special Indian Commission issued its report. It stated that to carry on a successful war against the plains Indians would take a period of from five to ten years, and would require the commitment of twenty-five thousand troops and the expenditure of hundreds of millions of dollars. The Commission noted that the country could ill afford such an undertaking, and that peace could be obtained more cheaply.

The Commission recommended the establishment of a reservation in which the Indians could be civilized. In time game would diminish and the Indians would turn to agriculture. In the meantime the Government would supply material assistance to aid in their civilization.

In a report to the Secretary of the Interior in July 1867, the Special Indian Commission warned that the continued disregard of Indian rights would precipitate an Indian war of great cost and indefinite duration. It stated it would cost the Government far less to recognize Indian rights and enter into a fair treaty.

By the Act of July 20, 1867, 15 Stat. 17, Congress authorized the President to appoint a Commission to negotiate with the Indians with the objective of removing the causes of Indian complaint, establishing security for railroads and other thoroughfares to the West, and insuring civilization for the Indians and peace and safety for American settlers. The Commission was also to select permanent reservations for the Indians.

The Indian Peace Commission, as it was called, met with various bands of the Sioux in the late summer and early fall of 1867. The Commissioners learned that the chief Sioux complaint was the Powder River Road. The Indians believed that this presence of whites on their land had driven away their game. The Sioux would agree to peace only if the United States agreed to abandon the Powder River Road. The Commissioners informed the Sioux that the Government wished them to settle on a reservation and become farmers, and that if they agreed to do so the Government would

supply whatever assistance they might need. Many of the Sioux replied that they would not surrender any of their land, that they did not wish to settle on a reservation, and that they intended to continue to live by the hunt.

In January 1868 the Indian Peace Commission reported to the President. It recommended the establishment of a permanent reservation for Indians east of the Rocky Mountains. On the reservation the Indians would be instructed in industry and agriculture; their children would be compelled to attend school; farmers, mechanics, millers, and engineers would be supplied to instruct them. The Indians would also receive from the Government domestic animals, agricultural implements, clothing, and necessary subsistence. In later years as they became self-sufficient these rations could be discontinued. In time, as game diminished, all the Sioux would become farmers on the reservation.

Despite the optimism of its report, the Indian Peace Commission faced a dilemma. In conformance with their instructions the Commissioners desired to congregate all of the Sioux on a reservation at the earliest possible time and at the least cost to the Government. The Oglala, Upper Brule, and Minneconjou bands, however, were adamant in their refusal to settle on a reservation so long as they could live by the hunt. Some of the Commissioners wanted to use force to compel the Sioux onto a reservation. The military members of the Commission, on the other hand, warned that the country could not afford the commitment both in manpower and

material necessary to subdue the Sioux, especially this soon after the Civil War. The Commission finally agreed to seek peace with the Sioux on the best terms available to the United States.

The Indian Peace Commission presented the proposed treaty to the Sioux bands in a series of councils held in the spring of 1868. We have set out in some detail the negotiations at these councils in our findings of fact 84 through 89. At these councils, after hearing an explanation of the terms of the treaties, the Sioux generally voiced these sentiments: 1- they wanted the United States to abandon the Powder River Road; 2- they were unwilling to cede any of their lands; 3- they did not wish to settle on the reservation and become farmers until all their game was gone; 4- they would accept no merchandise from the United States which might be thought of as payment for their lands.

The record is most complete with respect to the treaty council with the northern Sioux bands at Fort Rice in July 1868. See finding of fact 89. The explanation of the treaty given by the Commissioners at that council is most probative in determining the Indians' understanding of the treaty, and we shall summarize it here.

The Sioux were told that under the treaty they would agree to remain at peace and to make redress for any depredations carried out by Indians. The United States in turn would agree to make redress for injuries done by whites. The United States would further agree to exclude all whites

from the proposed reservation, remove the military posts from the Powder River Country, and hold the country west of the reservation as unceded Indian territory until the Sioux agreed to cede it by treaty. Those Sioux who wished to abandon hunting and settle down permanently could do so only within the reservation. Those Sioux who wished to remain hunters could do so at any time so long as they were peaceful and the game lasted. The Government agreed to provide goods and services to those Sioux who decided to settle on the reservation and presents to those Sioux who continued to hunt. In return the Government wanted the Sioux "to remain at peace, to settle down and commence farming into the country designated for your home when you abandon hunting and surrender such lands as no longer afford you any game." Def. Ex. O-20, Part II, pp. 123-24.

Later in the negotiations, in order to allay the suspicion of some of the Sioux, General Sanborn, the spokesman for the Commission, stated that the Government understood "when you tell us that you don't want to receive any presents, that you don't wish to be thought as selling your land. We are not going to give you these goods in exchange for any land--we give them to you to help you along." Id. at p. 137.

From this recitation it is clear that, based on the representation of the United States negotiators, the Indians cannot have regarded the 1868 treaty as a treaty of cession. Nowhere in the history leading up to the treaty or in the treaty negotiations themselves is there any

indication that the United States was seeking a land cession or that the Sioux were willing to consent to one. On the contrary, the evidence is overwhelming that the Sioux would never have signed the treaty had they thought they were ceding any land to the United States. Since, in our opinion, the Sioux intended no cession, they could only regard any benefits accruing to the tribe as payment for the keeping of the peace under article XI of the 1868 treaty. Thus, in the context of our inquiry, any payments made by the United States cannot be construed as consideration for lands ceded.[5/]

The Sioux viewed the treaty as one in which the United States agreed to abandon the Powder River Road, and to keep white people out of a substantial portion of Sioux territory; and in which the Sioux promised to maintain peaceful relations with the whites and, at some indefinite time in the future, if ever, that it arose that there was no more game, to settle on the reservation. The United States viewed the treaty as one in which it could obtain peace with the Sioux at a much cheaper price than continued warfare and in which the Sioux agreed to make the reservation their permanent home. The goods and services which it promised under the

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5/ The Commission has held in its opinions in the title and valuation phases of this docket that, whatever the intentions of the signatory parties, the 1868 treaty did in fact effectuate a cession (see footnote 2, infra). As we have stated, however, the issue in the consideration stage here is not what in fact resulted from the signing of the 1868 treaty, but rather what the Sioux understood and intended at the time of the signing.

treaty were viewed by the Government as the cost of pacifying and civilizing the Sioux and eventually incorporating them into American society.

Defendant contends that the 1868 Sioux treaty was not significantly different than many other Indian treaties in which both peace and a land cession were involved. In all claims involving those other treaties, the defendant argues, the United States has always received credit for the payments it has made, and this claim should not be treated any differently. Specifically, defendant refers to the other treaties which were negotiated and executed by the Indian Peace Commission in 1867 and 1868. These treaties contained much of the same language as the Sioux treaty. Therefore, the defendant urges that the goods and services if furnished the Sioux under the 1868 treaty should be treated as consideration for the Sioux lands.

In 1867 and 1868 the Indian Peace Commission entered into six treaties in addition to the Sioux treaty. We have examined those treaties, whatever history and negotiations we have in the record concerning those treaties, and our decisions involving those treaties. We find that, with the possible exception of one of them, these treaties are distinguishable from the Sioux treaty.

Easiest to distinguish are the Treaty of May 7, 1868, with the Crows, 15 Stat. 649, and the Treaty of July 3, 1868, with the Eastern Band of

Shoshones and Bannocks, 15 Stat. 673. Unlike the Sioux treaty, neither of these treaties were treaties of peace. Both the Crows and the Shoshones-Bannocks were already at peace with the United States. Further, the cession language in the second article of both these treaties is unequivocal and does not contain the exception present in the Sioux treaty. Most important, in the negotiations preceding these treaties the Indians were informed that the United States was purchasing their land. See findings of fact 95-96. Therefore, the payments made by the United States under these treaties were consideration for land cessions.

In the second article of the Treaty of May 10, 1868, with the Northern Cheyennes and Arapahos, 15 Stat. 655, the Indians agreed to accept some portion of the Southern Cheyenne-Arapaho reservation or the Sioux reservation as their permanent home. They then "relinquish, release and surrender" to the United States all of their rights and claims in all other lands without exceptions such as are in articles II and XI of the 1868 Sioux treaty. This is clearly language of cession. Payments made by the United States under this treaty are thus consideration for the lands being ceded.

The Treaty of October 21, 1867, with the Kiowas and Comanches, 15 Stat. 581, and the Treaty of October 28, 1867, with the Southern Cheyennes and Arapahos, 15 Stat. 593, are in the nature of substitution treaties. Each of the tribes had ceded all of its lands to the United States in

1865 (Treaty of October 14, 1865, with the Cheyenne and Arapaho, 14 Stat. 703, Treaty of October 18, 1865, with the Comanche and Kiowa, 14 Stat. 717), and the purpose of the 1867 treaties, aside from establishing peace, was to exchange the reservations established under the 1865 treaties for new reservations. Moreover, the tenth article in each of these treaties provided that the goods and services promised under these treaties were in lieu of those the United States owed under the 1865 treaties. Therefore, the payments under these treaties were consideration for the lands ceded under the 1865 treaties.

The Navajo Treaty of June 1, 1868, 15 Stat. 667, was a treaty of peace. However, the significant difference between it and the Sioux treaty is in Article IX (the equivalent of Article XI in the Sioux treaty) where the Navajo agree to "relinquish all right to occupy any territory outside their reservation . . . ," whereas the Sioux had agreed to relinquish the right to permanently occupy territory outside the reservation. It is not clear whether this is a significant difference. In any event, the issue of consideration under this Navajo treaty has not yet been decided by the Commission or the Court of Claims and therefore it has no value as precedent in this case.

We conclude as a matter of law that the goods and services promised by the United States under the 1868 treaty were not intended by the Sioux (or by the Government negotiators) to be consideration for any Sioux lands. The history of this case makes it clear that this treaty was an attempt by

the United States to obtain peace on the best terms possible. Ironically, this document, promising harmonious relations, effectuated a vast cession of land contrary to the understanding and intent of the Sioux. Therefore, no consideration for the cession of Sioux lands under the 1868 treaty has been promised or paid and the defendant may not offset any part of the cost of these goods and services as payments on plaintiffs' claim for compensation.

GRATUITIES

Under the Indian Claims Commission Act, this Commission may "if it finds that the nature of the claim and the entire course of dealings and accounts between the United States and the claimant in good conscience warrants such action" set off against an award to a claimant all or part of the expenditures made gratuitously for the benefit of the claimant tribe by the United States. 25 U.S.C. §70a (1976).[6/]

The issue of gratuities has been briefed by the parties in connection with the pending motion (Plaintiffs' Motion of August 19, 1976). The Commission heard oral argument on the issue on January 14, 1977. In findings 3 through 6 of our decision in Docket 74-B, involving the same parties as this docket, we set out the history leading up to the passage by the United States of the Act of February 28, 1877, 19 Stat. 254. See Sioux Nation v. United States, 33 Ind. Cl. Comm. 151, 245-257 (1974). We have incorporated those findings into this docket by reference.

6/ For a discussion of the Commission's discretion with regard to gratuitous offsets, see United States v. Assiniboine Tribe of Indians, 428 F.2d 1324, 192 Ct. Cl. 679 (1970), aff'g 21 Ind. Cl. Comm. 310 (1969).

Our findings in Docket 74-B reveal that after the discovery of gold in the Black Hills portion of the Sioux reservation the United States, in 1875, attempted to purchase the hills. The Sioux refused to sell. In November 1875, in an attempt to force the Sioux to sell, President Grant decided that the United States would no longer fulfill its obligation under the 1868 treaty to keep whites out of the Sioux reservation. He ordered that the Army be removed from the Black Hills and no longer oppose miners attempting to enter the hills. Not satisfied with this action the Grant Administration created a crisis by ordering those Sioux who were hunting outside the reservation to return to the Sioux reservation by January 31, 1876, or risk being declared hostile and treated accordingly by the military. Although most of the off-reservation Sioux were hunting legally with the consent of their agent, and the severity of the winter made it impossible for them to return before the spring, on February 1, 1876, the Secretary of the Interior notified the Secretary of War that his order had not been complied with and that the Sioux were being turned over to the Army for appropriate military action.

In the spring of 1876 the Army commenced military operations against the Sioux. It was during this campaign that Colonel Custer's Seventh Cavalry was defeated at the Little Big Horn. In response to the Custer disaster Congress attached a rider to an appropriation act which provided that the Sioux were to receive no further rations until they ceded the Black Hills to the United States. Since most of the Sioux had been disarmed and were thus unable to hunt, the Congressional action meant that unless the Sioux surrendered the Black Hills they would be permitted to starve. Despite this ultimatum, the commission appointed to negotiate

with the Sioux was unable to get more than 10 percent of the adult male Sioux to consent to the cession agreement. Although this 1876 agreement did not satisfy the requirements of Article XII of the 1868 treaty,[3/] Congress extinguished Sioux title to the Black Hills by the Act of February 28, 1877, supra.

We find that these actions of the United States between 1875 and 1877 were grossly dishonorable. The Court of Claims, in reviewing our 1974 decision, stated,

> The duplicity of President Grant's course and the duress practiced on the starving Sioux, speak for themselves. A more ripe and rank case of dishonorable dealings will never, in all probability, be found in our history. . . .

United States v. Sioux Nation, 207 Ct. Cl. 234, 241 (1975).

We, of course, agree. The Commission concludes that the events described above so taint the course of dealings between the United States and the Sioux that we cannot in good conscience offset any gratuitous expenditures by the United States against any Sioux award in this docket.

We shall enter an order granting plaintiffs' motion.

John T. Vance, Commissioner

We concur:

Jerome K. Kuykendall, Chairman

Richard W. Yarborough, Commissioner

Margaret H. Pierce, Commissioner

Brantley Blue, Commissioner

3/ That article had provided that no cession of any portion of the Sioux reservation would be valid unless executed and signed by three-fourths of all adult male Sioux.