

BEFORE THE INDIAN CLAIMS COMMISSION

YANKTON SIOUX TRIBE,	)	
	)	
Petitioner,	)	
	)	
v.	)	Docket No. 332-A
	)	
THE UNITES STATES OF AMERICA,	)	
	)	
Defendant.	)	

Decided: January 28, 1969

FINDINGS OF FACT ON COMPROMISE SETTLEMENT

1. The Yankton Sioux Tribe, petitioner herein, filed a single petition, Docket No. 332, which included three separate claims, two land claims and a claim for an accounting. Over a period of years, the claims were severed into three separate dockets: Docket 332-A based upon treaties entered into between the petitioner and the defendant in 1825, 1830 and 1837;<sup>1/</sup> Docket 332-B, a claim for a general accounting; and Docket 332-C based upon a treaty entered into between the petitioner and the defendant in 1858.<sup>2/</sup> Docket No. 332-C is now pending in the Commission on the issue of title. This docket was created by Order of the Commission dated October 8, 1968,

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<sup>1/</sup> The Treaty of Prairie des Chiens of August 19, 7 Stat. 272, 2 Kapp. 250; the Treaty of July 15, 1830, 7 Stat. 328, 2 Kapp. 305; and the Treaty of October 21, 1837, 7 Stat. 542, 2 Kapp. 496.

<sup>2/</sup> The Treaty of April 19, 1858, 11 Stat. 743, which ceded the Yankton Tribe's lands (Royce Area 410) and the Yankton's interest to the lands it acquired under the Treaty of Fort Laramie of September 17, 1851, 2 Kapp. 594, 4 Kapp. 1065.

which severed the 1858 Treaty claim from Docket No. 332-A and directed that it be filed as separate Docket No. 332-C. By the severance, only the Yankton claim based on the 1825, 1830 and 1837 Treaties, or as it is usually called, the "Royce 151" claim, remains in Docket No. 332-A, the only Yankton claim involved in this proceeding.

2. The Yankton Royce 151 claim is based upon an allegation that by the 1825 Treaty of Prairie des Chiens (7 Stat. 272), defendant recognized petitioner's title in certain lands in northwestern Iowa and southern Minnesota, north of a line described in Article II of the said treaty;<sup>3/</sup> that by Treaties of July 15, 1830 (7 Stat. 328), and October 21, 1837 (7 Stat. 542), petitioner ceded its interest in such lands to defendant; and that the consideration received for this cession was "unconscionable."

3. The Commission on November 18, 1959, 13 Ind. Cl. Comm. 25, determined the location of "the Article II line," the boundary line between the Yankton Sioux Tribe and the tribes to the south who were joint parties in the 1825 Treaty of recognition. However, on January 12, 1962, 10 Ind. Cl. Comm. 137, the Commission dismissed the Yankton claim. That decision was reversed by the United States Court of Claims on May 13, 1966, in a decision which at the same time affirmed the boundary determination (175 Ct. Cl. 564). Thereafter, on April 24, 1968, the Commission granted the petitioner's motion for summary judgment on the issue of title (19 Ind. Cl. Comm. 131). On December 11, 1968, the Commission held a hearing on a

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<sup>3/</sup> The Yankton Tribe was but one of several parties to the 1825 and 1830 Treaties. Royce Area 151 maps a joint area. The Yankton claim involves only that portion of Area 151 which lies north of the Article II line.

proposed compromise settlement of Docket No. 332-A.

4. After preliminary negotiations by counsel for petitioner and defendant, attorneys for petitioner sent to the Honorable Ramsey Clark, Attorney General of the United States, under date of July 31, 1968, the following letter (Yankton Ex. A):

\* \* \*

"My Dear General Clark:

"In accordance with discussions held with Craig Decker, Esquire, and Ralph Barney, Esquire, concerning the above-entitled case, we are directing this letter to you with respect to settlement of one of the claims in the above-entitled docket.

"Docket No. 332-A involves two claims by the Yankton Tribe against the United States. The first, which is the case that is now being settled, involves that land which lies north of the line described in Article II of the Treaty of Prairie des Chien of August 19, 1825, 7 Stat. 272, and which is known as the northern most portion of Royce Cession 151 (hereinafter referred to as 'Royce 151'). The Indian Claims Commission has held that the United States recognized title in the Yankton Sioux Tribe by this 1825 Treaty. The land was ceded to the United States under the Treaty of Prairie des Chien of July 15, 1830, 7 Stat. 328-329, and the Treaty of October 21, 1837, 7 Stat. 542. Another land claim involved in Docket No. 332-A, which is not the subject of this proposed settlement, involves lands ceded by the Yankton Tribe to the United States pursuant to the Treaty of April 19, 1858, 11 Stat. 743. Under the 1858 Treaty the Yankton Tribe ceded lands in South Dakota, described as Royce Cession 410, and those lands recognized as belonging to the Yankton Tribe by the United States pursuant to the Treaty of Fort Laramie of September 17, 1851, 11 Stat. 749, and known as the Sioux-Fort Laramie lands.

"On April 24, 1968, the Indian Claims Commission issued an order granting the petitioner tribe's motion for summary judgment on the issue of title as to the Royce Area 151 claim land and, therefore, this issue on title has now been concluded. Settlement discussions with Messrs. Decker and Barney were held in connection with the value of the claim. In view of our discussions with Messrs. Decker and Barney, we offer to settle the Royce 151 claim on the following conditions:

"1. The Royce 151 claim will be compromised and settled by stipulation and entry of a final judgment in the Indian Claims Commission in favor of the petitioner in said case in an amount of \$1,250,000.00, no appellate review to be sought by either party. The amount of this final judgment is a net judgment after taking into account the consideration paid by the United States to petitioner tribe for the Royce 151 land.

"2. The stipulation and entry of final judgment will finally dispose of the petitioner's claims or demands in regard to the Royce 151 claim, but will have no effect whatsoever in regard to petitioner's claim now pending in the same docket for lands ceded under the Treaty of April 19, 1858, 11 Stat. 743 (the Royce 410 lands and the Sioux-Fort Laramie lands).

"3. The stipulation and entry of final judgment does not take into consideration any offsets, claims or demands which defendant has asserted or could have asserted against the petitioner in the Royce 151 claim. Any such offsets, claims or demands which defendant has asserted or could have asserted, are reserved and it is agreed that the defendant retains the right to assert such offsets against the petitioners' claim or claims against the United States under the 1858 Treaty.

"4. The stipulation and entry of final judgment shall not be construed as admission of either party as to any issue for purposes of precedent in any other cases.

"5. This offer shall remain open to and including August 30, 1968, at which time it shall automatically stand withdrawn unless accepted by you or your authorized representative.

"6. This offer is subject to approval of the Yankton Tribe of Indians and of the Secretary of the Interior or his authorized representative.

"In the event you accept the foregoing offer we will do all that is reasonably possible to obtain approval of the Yankton Sioux Tribe and the Secretary of the Interior or his authorized representative. We will also be pleased to cooperate with the appropriate representatives of your Department in preparing and submitting appropriate stipulations, joint motions, and other documents necessary to accomplish the compromise settlement as approved by the Yankton Sioux Tribe and the Secretary of the Interior or his authorized representative.

"Sincerely yours,

"WILKINSON, CRAGUN & BARKER

/s/ John W. Cragun

"By: John W. Cragun  
Attorney of Record,  
Docket No. 332-A"

5. At the request of attorneys for defendant, attorneys for the petitioner by letter of August 22, 1968, extended the expiration date of their offer from August 30, 1968, to September 30, 1968 (Yankton Ex. B). On September 30, 1968, Assistant Attorney General Clyde O. Martz accepted the offer on behalf of the defendant, subject to certain conditions. This letter states (Yankton Ex. C):

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"Dear Mr. Cragun:

"The offer contained in your letter of July 31, 1968, as supplemented by your letter of August 22, 1968, to settle the claim in Yankton Sioux Tribe v. United States, Docket No. 332-A, before the Indian Claims Commission, respecting the lands described as the northernmost portion of Royce Area 151 for \$1,250,000 as outlined in your letter of July 31, 1968, is accepted subject to the following conditions:

"1. That the proposed settlement be approved by appropriate resolution of the governing body of the Yankton Sioux Tribe.

"2. That approval of the settlement, as well as the resolution of the Tribe, be secured from the Secretary of the Interior, or his authorized representative.

"The Department of Justice will be happy to work out with you the terms of the stipulation and the appropriate motion and order necessary to carry into effect the offer of settlement subject to the conditions specified herein.

"In drawing the Joint Motion for entry of judgment, please list the documents which will be introduced in support of the settlement, such as (1) the stipulation, (2) the tribal resolution or resolutions, (3) the letter of approval of the settlement by the Department of the Interior, and (4) such other papers as will be offered in evidence at the hearing on the settlement. Copies of these papers should also be furnished to the defendant, xeroxed if you so desire.

"Sincerely,

/s/ Clyde O. Martz

"Clyde O. Martz  
"Assistant Attorney General

"cc: Mr. Robert L. Bennett  
Commissioner of Indian Affairs  
Department of the Interior  
Washington, D. C. 20242"

6. Pursuant to the offer and acceptance, a stipulation for entry of final judgment was signed by the attorneys for the parties herein on the 24th day of October, 1968, subject to approval by the Indian Claims Commission (Yankton Ex. D). The said stipulation as later approved by petitioner, the Yankton Sioux Tribe of Indians, is as follows:

"STIPULATION FOR ENTRY OF FINAL JUDGMENT"

"It is hereby stipulated by the parties through their counsel, as follows:

"(1) The Indian Claims Commission shall be petitioned to approve this stipulation of settlement on the terms herein provided, and upon such approval by the Commission, a final judgment shall be entered in Docket No. 332-A consistent with this stipulation.

"(2) This stipulation shall apply only to the claim known as the Royce Area 151 claim in Indian Claims Commission Docket No. 332-A. This settlement shall not affect in any way Docket No. 332-B or Docket No. 332-C.

"(3) The claim based upon the cession by the Treaties of July 15, 1830, 7 Stat. 328, 329, and October 21, 1837, 7 Stat. 542, of lands north of the Article II line of the Treaty of Prairie des Chiens of August 19, 1825, 7 Stat. 272, known as the northern portion of Royce Area 151, shall be compromised and settled by this stipulation and entry of final judgment in the Indian Claims Commission in favor of the Yankton Sioux Tribe of Indians, petitioner, and against the United States of America, defendant, no review to be sought or appeal to be taken by either party.

"(4) The judgment against defendant shall be in the amount of \$1,250,000. This settles all issues on this claim including consideration paid, but it does not include nor shall it be construed to affect the claim of the United States to any offsets which it might have against the Yankton Sioux Tribe of Indians, and the right of the United States to claim offsets against the Yankton Sioux Tribe of Indians is hereby reserved and may be considered by the Indian Claims Commission in Yankton Sioux Tribe of Indians v. United States, Docket Nos. 332-B and 332-C, from the date said offsets would have been allowable in Docket No. 332-A. The purpose of this provision is to preserve to the United States all rights to offsets which it would have had if this settlement had not been made.

"This stipulation and entry of final judgment shall not be construed as an admission of either party as to any issue for purposes of precedent in any other case or otherwise.

"Respectfully submitted,

/s/ John W. Cragun

"John W. Cragun

Attorney of Record for Petitioner,  
Yankton Sioux Tribe, Docket No. 332-A

"Date 10-24-68

/s/ Clyde O. Martz  
"Assistant Attorney General  
of the United States

/s/ Craig A. Decker  
"Attorney for Defendant

"APPROVAL BY PETITIONER, YANKTON SIOUX TRIBE OF INDIANS

"The foregoing stipulation for entry of final judgment in Docket No. 332-A is hereby approved by the undersigned pursuant to authority vested in them by resolution adopted on the 25th day of October, 1968, by the General Council of the Yankton Sioux Tribe.

/s/ Percy Archambeau  
"Chairman"

/s/ Bessie St. Pierre  
"Secretary"

7. The Yankton Business and Claims Committee, the governing body of petitioner tribe, having been kept informed of the status of the settlement negotiations, called a meeting of the Yankton General Council for October 25, 1968, to consider the proposed settlement, and posted notices of that meeting before September 25, 1968, in compliance with the tribal bylaws (Tr. 19; see Yankton Exs. E, F, G and H). After October 1, it gave widespread notice of the meeting and the matter to be considered there through its own newsletter mailed to members in 57 communities and 16 states (Tr. 19-21; Yankton Exs. E and F), through local newspapers (Tr. 22; Yankton Exs. G and H), and through radio (Tr. 39).

8. The Commission finds that the members of the Yankton Sioux Tribe received sufficient notice of this meeting to allow all who had an interest in the claim to participate in the Yankton Tribe's General Council meeting of October 25, 1968, if they so desired.

9. A meeting of the General Council of the Yankton Sioux Tribe was held October 25, 1968, at Wagner, South Dakota. Four of the Yankton Indians who attended that meeting, one the Chairman of the Tribe, testified at the hearing of December 11, 1968. In addition, the petitioner filed, as an exhibit, a copy of excerpts of the minutes of that meeting (Yankton Ex. I).

10. The Chairman, Mr. Percy N. Archambeau, who is a life-long resident of the reservation area and is in his fourth two-year term as Chairman of



the governing body of the Tribe (Tr. 16), testified as to the nature of the notice given and the efforts of the Tribal Business Committee to make it as widespread as possible. He noted that the attendance and participation at the General Council meeting were very good. He further testified that the proposed compromise settlement was fully explained to the members of the meeting by Mr. Angelo A. Iadarola of the law firm of Wilkinson, Cragun & Barker, the tribe's claims attorneys, first by written report that the members read at a 25-minute recess of the meeting given for that purpose (Tr. 28), then by oral explanation given by Mr. Iadarola in English and translated and interpreted into the Sioux or Dakota language by Llewellyn Sellwyn, a Yankton member, and finally by a question and answer session during which questions and answers were also interpreted in the Dakota language. He further testified that although no members of the Yankton Sioux Tribe who were in attendance at the meeting were unable to understand the English language, approximately 40 of them could understand the explanation better in the Dakota language (Tr. 25, 40). Based on his own knowledge of the Dakota language, Mr. Archambeau testified that Mr. Sellwyn's interpretation was full and accurate (Tr. 25-26). He stated that the participants of that meeting approved the proposed settlement by a vote of 88 for and 1 against, and that he was well satisfied from his knowledge of the people, from the questions and answers and from the discussions of the meeting immediately following it and thereafter, that this vote reflected the informed desires of his people (Tr. 29).

11. Steven Cournoyer, also a member of the Yankton Business and Claims Committee and a life-long resident of the reservation area, agreed wholly

with the testimony of Mr. Archambeau (Tr. 32-34), as did Mr. Albert Joseph, another leader of the tribe who has served on the tribal governing body but is not presently a member (Tr. 36-37).

12. Mr. Llewellyn Sellwyn, the interpreter, testified that he is an "off-reservation" Yankton who lives in the City of Yankton, South Dakota, but that he has been kept informed of the status of the tribal claims and that the meeting of October 25, 1968 was well publicized (Tr. 39). He has wide experience as an interpreter in the Dakota and English languages and described the care which he took to explain the proposed settlement to the Dakota-speaking members and his efforts to make sure that they understood what the proposed settlement was about (Tr. 41-42).

13. The Commission finds that the members of the Yankton Sioux Tribe attending the General Council meeting of October 25, 1968, were sufficiently informed of the meaning and effect of the proposed settlement and the possible alternatives to settlement; that they could and did make an informed choice approving the proposed settlement.

14. The approval of the General Council was embodied in the following resolution to which a copy of the stipulation, quoted Finding 6, above, was attached (Yankton Ex. J):

"Resolution No. 69-7

"RESOLUTION  
of the  
YANKTON SIOUX GENERAL COUNCIL

"WHEREAS, the Yankton Sioux Tribe of Indians filed a claim with the Indian Claims Commission identified as Docket No. 332-A, asserting that the Tribe did not receive adequate compensation for lands in northwestern Iowa and southern Minnesota

(hereinafter referred to as 'Royce 151'), which it ceded to the United States by Treaty of Prairie des Chiens of July 15, 1830, 7 Stat. 328-329, and the Treaty of October 21, 1837, 7 Stat. 542; and

"WHEREAS, the claim of tribal ownership of the Royce 151 area was based upon the Treaty of Prairie des Chiens of August 19, 1825, 7 Stat. 272, the southern limits of the claim were set by Article 2 of that treaty which described the boundary line between the lands of the Yankton and those of Sacs and Foxes, and the claim has been identified in proceedings before the Indian Claims Commission and the United States Court of Claims as that one involving land in Iowa and Minnesota which lies north of the line described in Article 2 of the said 1825 Treaty of Prairie des Chiens and which is known as the northernmost portion of Royce Cession 151, or 'the Yankton Royce 151 claim'; and

"WHEREAS, on November 18, 1959, the Indian Claims Commission handed down an order determining the location of the boundary line between the lands of the Yankton Tribe and those of the Sac and Fox Tribes but on January 12, 1962, the Commission dismissed the claim of the Yankton Tribe on procedural grounds and the tribal attorneys appealed both orders to the United States Court of Claims which on May 13, 1966, reversed the Commission and reinstated the claim, but affirmed the Commission's determination as to the location of the boundary line; and

"WHEREAS, on April 24, 1968, the Indian Claims Commission handed down its decision that the 1825 Treaty of Prairie des Chiens did in fact recognize the title of the Yankton Tribe in the Royce 151 lands north of the Article 2 line and left open for further proceedings the determination of the amount of land involved, the date of taking, how much the Tribe was paid for the land, its market value as of the time it was ceded to the government and whether the consideration paid to the Tribe was unconscionable; and

"WHEREAS, following an extensive investigation of the amount of land involved by the Tribe's claims attorneys and after studying the determinations of the value by the Indian Claims Commission for the lands in the vicinity of Royce 151 and comparing the lands valued with Royce area 151, attorneys

for both parties have discussed settlement possibilities and the claims attorneys for the Yankton Tribe have proposed that the claim be compromised and settled for a net judgment of \$1,250,000 on the terms and conditions set forth in the stipulation attached to this resolution, which settlement has been accepted by the United States Department of Justice; and

"WHEREAS, the Yankton Tribal Council has had a written report and an oral report from Angelo A. Iadarola of Wilkinson, Cragun & Barker, the Tribe's claims attorneys, concerning all the facts relevant to the litigation and the proposed compromise, and members of the Yankton Tribal Council have had an opportunity to question Mr. Iadarola on all aspects of said compromise; and

"WHEREAS, a full discussion has been had with respect to possible advantages and disadvantages in the further prosecution of the case or accepting the proposed settlement; and

"WHEREAS, representatives of the Bureau of Indian Affairs, Department of the Interior, have been present at this meeting of the Yankton Tribal Council at the request of the Tribe and the tribal claims attorneys, and have observed the discussion and presentation concerning the proposed settlement and the questions and answers thereto; and

"WHEREAS, the Yankton Tribal Council believes that it is fully informed in the premises and that a settlement of the claim, Docket No. 332-A, for the final amount of \$1,250,000 is advisable under all the circumstances, and that it is a fair and reasonable settlement of said claim;

"NOW, THEREFORE, BE IT RESOLVED by the Yankton Tribal Council of the Yankton Sioux Tribe of Indians that the compromise and settlement of the claim, Docket 332-A, is hereby approved, and the claims attorneys are authorized to enter into such stipulations on behalf of the Tribe as may be necessary to accomplish the same.

"BE IT FURTHER RESOLVED, that Percy Archambeau and Bessie St. Pierre, the Chairman and Secretary of this meeting, are hereby authorized to execute the proposed stipulation, and Percy Archambeau, Stephen Cournoyer, Llewellyn Selwyn and Albert W. Joseph are authorized to appear and testify at a

hearing before the Indian Claims Commission with respect to the proposed settlement and the action taken by the Yankton Tribe with respect thereto; and

"BE IT FURTHER RESOLVED, that the Secretary of the Interior or his duly authorized representative, and the Indian Claims Commission are hereby requested to approve the proposed settlement and stipulation for entry of final judgment as set out above.

"CERTIFICATION

"I, the undersigned, as Secretary of the Yankton Sioux Tribe, hereby certify that the General Council of the Tribe is composed of all adult members of the Tribe, of whom 157 members, constituting a quorum, were present at a general meeting thereof duly and specially called, noticed and convened and held this 25th day of October, 1968, that the foregoing resolution was duly adopted at said meeting, by a vote of 88 for and 1 against.

"Dated this 25th day of October, 1968.

/s/ Bessie St. Pierre  
"Secretary

"ATTEST:

/s/ Percy Archambeau  
"Percy Archambeau, Chairman

"AUTHENTICATION OF SIGNATURES

"I certify that the Chairman and Secretary of the Yankton Tribal Council, all who are personally known to me, subscribed their names to the foregoing resolution in my presence on this 25th day of October, 1968.

/s/ George Shubert  
"Bureau of Indian Affairs,  
Department of the Interior"

15. Three representatives of the Bureau of Indian Affairs (Tr. 8) attended the meeting and one or more of these reported to the Washington Office of the Bureau concerning the meeting. On the basis of this report, as well as information on the merits of the proposed settlement supplied to the Commissioner of Indian Affairs by attorneys for the petitioner, the Department of the Interior by letter of November 21, 1968, approved the proposed settlement with the following letter (Yankton Ex. K):

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Gentlemen:

You requested our approval of a proposed compromise to settle the claim known as Royce Area 151 in Indian Claims Commission docket numbered 332-A for a net final judgment of \$1,250,000.00 in favor of the Yankton Sioux Tribe of Indians.

Your offer, addressed to the Attorney General on July 31, 1968, to settle the claim was accepted by the Assistant Attorney General on September 30, 1968, with the conditions that the proposed settlement be approved by the Yankton Sioux Tribe and that the settlement, as well as the resolution of the tribe, be approved by the Secretary of the Interior or his authorized representative.

Prosecution of the claim is governed by one contract. Claims Contract No. I-1-ind. 17495, dated November 1, 1940, between the Yankton Sioux Tribe and Attorney Ernest L. Wilkinson, was approved on January 17, 1941, for a period of ten years beginning with the date of approval. The contract has been extended several times. The last extension, which was approved on July 21, 1967, was for a period of two years beginning September 17, 1967. An assignment by Mr. Wilkinson of his interest in the contract to Wilkinson, Cragun and Barker, effective as of January 31, 1964, was approved on August 4, 1964.

Entry of final judgment in the amount of \$1,250,000.00 in favor of the Yankton Sioux Tribe, petitioner in docket numbered 332-A, shall dispose of the claim based on the cession by the tribe of land north of the Article II line of the Treaty of August 19, 1825 (7 Stat. 272) known as the northern part of Royce Area 151. The settlement will dispose

of all issues of the claim, including consideration paid, but reserves to the United States the right to claim offsets against the Yankton Sioux Tribe in pending Indian Claims Commission dockets numbered 332-B and 332-C from the date such offsets would have been allowable in docket numbered 332-A. No review from the entry of final judgment is to be sought or appeal to be taken by either party.

You presented the proposed settlement to the Yankton Sioux at a general council meeting held in Greenwood, South Dakota, on October 25, 1968. On October 4, 1968, the tribal chairman mailed notices of the meeting, which stated the purpose for which it was called, to members of the tribe. In addition, notices were posted in 18 Post Offices, stores, and other buildings in the area where most of the Yankton Sioux live. Also, notices appeared in seven newspapers and in the October 4, 1968, issue of the 'Yankton Sioux Messenger' which was mailed to subscribers in 57 communities in 16 states. We are satisfied that the meeting was widely noticed and that the Yankton Sioux had the opportunity to attend.

A representative of the Bureau of Indian Affairs attended the meeting and reported on it.

A report prepared by the tribe's claims attorneys on the proposed settlement was distributed to the Indians who attended the meeting. This report gave a history of the claim, information on the litigation and the negotiations, the basis for the proposed settlement, and the terms of the settlement.

One of the claims attorneys made a comprehensive presentation of the proposed settlement to the Indians at the meeting, explained its terms in detail, and stated its advantages and disadvantages. A question and answer period was had with the attorney. He answered all of the questions asked by the Indians. The presentation, questions, and answers were interpreted into the Sioux language. The Indians had the opportunity to discuss the proposed settlement among themselves and appeared to understand its terms before voting on it.

A total of 167 members of the Yankton Sioux Tribe were present which constitutes a quorum. The tribe, by a vote of 88 for and 1 against, adopted Resolution No. 69-7 accepting the proposed settlement, authorizing the Chairman and Secretary of the meeting to execute the proposed stipulation, and authorizing Percy Archambeau, Stephen

Cournoyer, Llewellyn Selwyn, and Albert Joseph to appear and testify at a hearing before the Indian Claims Commission with respect to the proposed settlement. A representative of the Bureau of Indian Affairs certified that the Chairman and Secretary of the Yankton Tribal Council were known to him and that they signed their names to the resolution in his presence.

We are satisfied that members present were representative of the Yankton Sioux Tribe and that the views expressed in the resolution reasonably represented those of the membership of the tribe. Resolution No. 69-7 is hereby approved.

In light of the information which you have sent to us, that submitted by our field offices, and that obtained from other sources, the proposal to settle the claim identified in docket numbered 332-A as the northern part of Royce Area 151 on the terms set out in the proposed 'Stipulation for Entry of Final Judgment' for a net final judgment of \$1,250,000.00 in favor of the Yankton Sioux Tribe of Indians is hereby approved.


Sincerely yours,  
/s/ T. W. Taylor  
Acting Commissioner

16. At the hearing of December 11, 1968, the attorney for defendant stated that he was satisfied that the proposed compromise settlement was a fair settlement on behalf of both parties to this dispute (Tr. 46).

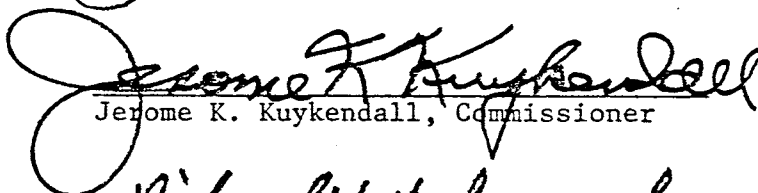
17. Based on the record in the case, the testimony of the witnesses, the approval of the proposed compromise settlement by T. W. Taylor, Acting Commissioner of Indian Affairs, the Yankton Sioux General Council, and representations by counsel for both parties that the settlement is fair to the tribe and to the government, the Commission finds that the settlement



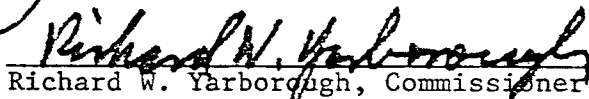
is fair to both parties and grants the joint motion of the parties for entry of final judgment.



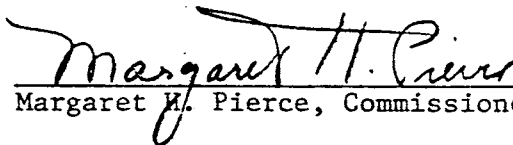
John T. Vance, Chairman



Jerome K. Kuykendall, Commissioner



Richard W. Yarborough, Commissioner



Margaret H. Pierce, Commissioner

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Theodore R. McKeldin, Commissioner