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Letter from Ben Reifel to Senator Langer Regarding Outline of Contract, The United States of America with the Three Affiliated Tribes of Fort Berthold Reservation, September 24, 1947

Ben Reifel
Fort Berthold Indian Agency

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4

UNITED STATES
DEPARTMENT OF THE INTERIOR

OFFICE OF INDIAN AFFAIRS

Senator Wm. Langer
Roosevelt Hotel
Washington, D. C.

Fort Berthold Agency
Elbowoods, North Dakota
September 24, 1947

Dear Senator Langer:

Enclosed are two copies of a contract which is being sent to you at the request of Major Ralph H. Case.

Sincerely yours,

Ben Reifel

Ben Reifel
Superintendent

BR:LB
Encl.

W. J. Graham
Ellie Edin

OUTLINE OF CONTRACT
THE UNITED STATES OF AMERICA WITH
THE THREE AFFILIATED TRIBES OF
FT. BERTHOLD RESERVATION
NORTH DAKOTA

GENERAL PROVISIONS.

THE PARTIES: 1.
As state above.

THE DATE: 2.
Will be the date of the Act of Congress enacting the Contract into law.

THE ACT: 3.
Recite the provisions of the Act of July 31, 1947, Civil Functions, War Department, relating to the Garrison Reservoir.

DEFINITIONS: 4.
Define all short titles. (illustrations), -"War Department," means, -"The Undersecretary for War and all personal under him"

"Interior" or "Interior Department" means, -"The Department of the Interior of the U.S." --and so on--

Define duties and obligations. (illustrations) "The United States will" means "at its own cost and expense" --and so on--

PRINCIPAL FUND: 5.
The Principal Fund is the appropriation of \$5,105,625. made by the Act of July 31, 1947, Civil Functions, War Department. All of this Fund is the property of the Three Affiliated Tribes. No part of it nor any of the interest thereon is to be used by the United States for any purpose. Interest on the Fund accrues from July 31, 1947.

ALLOCATION OF PRINCIPAL FUND: 6.
\$5,000,000. for lands and improvements, the balance and accrued interest to be expended by the Tribal Council for expenses, removal and relocation costs, and other Tribal purposes.

LAND PROVISIONS.

THE TAKING LINE: 7.
Will be the 1850' M.S.L. contour line, with variant to 1860' M.S.L. to keep the line reasonably straight.

SURVEY AND MONUMENTS:

8.

War Department will survey and monument the "Taking Line" Monuments will be permanent and so placed that the right and left hand monuments can be seen from any monument.

APPRAISAL & SCHEDULE:

9.

Interior with Tribal Council will appraise, equalize and schedule showing ownership, description, etc. all lands, improvements, timber, lignite, etc. Total scaled up or down to \$5,000,000. and then related back to each item.

FUNDS CREDITED:

10.

The amounts shown on Final Schedule to be credited to the Three Affiliated Tribes, to allottees and to heirs as shown by Schedule, to draw interest at 4% until withdrawn or used.

ESTATES:

11.

Interior will assign a Special Examiner of inheritances who shall work continuously and settle all estates.

TRIBAL SHARE:

12.

The Tribes may designate lands which Interior will then buy, drawing on the Tribes' share of the Principal Fund, and Interest will by deed set over such land to the Three Affiliated Tribes to be held as Tribal Lands, *under the tribal constitution.*

ALLOTTEES & HEIRS SHARES:

13.

May be drawn in cash, in full or in part, if Interior finds the individual is competent. *signature here* May be used by Interior to buy other designated lands, anywhere. Interior will issue re-allotment patents of same tenor and effect as the original Trust Patents. Interior will render all aid in selection, bargaining, etc.

LAND PRICE STABILIZATION:

14.

Present offer of Principal Fund is based on 1946 appraisal. If lands designated to be bought through Interior are priced above 1946 prices United States will pay the difference in price.

PERIOD OF OCCUPATION

15.

All parties hereto will proceed with expedition to carry out terms of Contract within 5 years from the Date. Special extension in general on particular may be made by War Department if circumstances justify same. During the Period, the Three Affiliated Tribes, all allottees and all heirs shall retain and enjoy their rights of use and possession as said rights were on July 31, 1947 without charge.

NOTICE OF REMOVAL:

16.

War Department will serve notice of the actual closing of the gates of Garrison Dam on the Tribal Council all allottees and heirs in person or by mail and publication. No damage for loss of life or property may be claimed after the expiration of six months from the date of notice.

IMPROVEMENTS.

SALVAGE:

17.

Allottees may salvage any part or all of their improvement, - sell or exchange the same, or remove and reuse the same without deduction from his share as shown on the Final Schedule. Tribal Council and Indian Veterans' organizations may do the same.

ADEQUATE IMPROVEMENTS:

18.

All re-allottees are entitled to adequate improvements on their re-allotments. Interior will provide all aid in bulk purchase of prefabricated, double insulated homes and outbuildings, at cost. All new homes to be wired for electricity and piped for plumbing, at cost.

TIMBER, LIGNITE, ETC.

TIMBER:

19.

The Tribes and allottees and heirs, shall have the right to cut and sell all forest products or use or otherwise dispose of the same. Interior will scale, measure cords, count post & poles, bond purchaser except in sales for cash, collect and turn over to or credit to Tribal Fund or to allottees or heirs or credit them with total amount of sales, less 5% for such services, which may be retained by Interior. Interior (Ind. Service) timber regulations otherwise not to apply. No deduction shall be made from the shares of the Principal Fund for said forest products.

LIGNITE, ETC.

20.

The Tribes and allottees and heirs shall have the right to strip or mine lignite sand, gravel or other sub surface material and to use or sell the same and to collect the sale price and retain the same without deduction from their shares of the Principal Fund.

FUTURE DISCOVERIES:

21.

If, in the future, sub-surface values are discovered within the "Taking Area", which if known at this time would increase the value of said area, and said values are reduced to money, then the Three Affiliated Tribes shall be entitled to have paid to them a royalty one eighth of the oil and gas extracted and a corresponding royalty or any other extractions discovered after the ratification of this contract. Said royalties to be deposited in the Tribal Fund for the benefit of all of the people of the Fort Berthold Reservation.

CEMETERIES

22.

Interior will disinter and reinter all bodies designated by Tribal Council, allottees, heirs or Churches. If new caskets are necessary for proper reinterment, Interior will furnish same. Due provision shall be made for Tribal and religious ceremonies. Reinterment shall be made at such other sites as may be designated by those named above.

OPERATING PROVISIONS.

23.

SHORE LANDS:

The Three Affiliated Tribes shall have the right to go on and use the lands between the "Taking Line" and the actual water line, without charge, or license, but not to build permanent structures thereon and they will observe the Operator's regulations as to other matters.

GAME AND FISH:

24.

Treaty rights to hunt and fish shall not be impaired or abridged by War or Interior or by the Operator or their employees. The Three Affiliated Tribes shall have the exclusive right to hunt and fish within the "Taking Line" and they may issue licenses to members and non members of the Tribes under Tribal Council regulations.

HARBORS:

25.

The Tribes shall have the right to establish _____ harbors on the Reservoir within the "Taking Line", to control the same, build and maintain, docks, boat houses and other needed buildings and to operate boats and shipping in and out of the same and to charge and collect dock, boat house and anchorage fees from members or non-members of the Tribes.

ELECTRIC LIGHT AND POWER:

26.

When power is produced at Garrison Dam U.S. or the Operator will install, operate and maintain all facilities for delivery of light and power to all homes and operations of all allottees and the Tribes. Charge shall be the cost to the U.S. or Operator or the rate charged the most favored buyer of power, whichever is the lower.

IRRIGATION:

27.

When Electric power is available, U.S. or Interior will install irrigation systems, modern and complete, to irrigate all lands susceptible of irrigation, will furnish water and instruction in its use but without charge for 15 years from the year water is turned on.

AGENCY PROVISIONS.

AGENCY STRUCTURES & OPERATION:

28.

The U.S. will construct, maintain and operate a main agency and one or more sub-agencies, and all necessary schools and hospitals at points most convenient for the members of the Tribes. It is the obligation of the U.S. to furnish the foregoing in quantum and quality not less than now (1947) furnished the Tribes.

AGENCY ROADS, BRIDGES AND FERRIES:

29.

Interior will construct and maintain all necessary roads and bridges on the diminished Reservation and lands that may be added thereto, including at least one bridge on the Little Missouri River at or above 1850' M.S.L. Interior will also furnish, maintain and operate a ferry boat or boats to run across Garrison Reservoir to and from points to be agreed upon as the most convenient.

CHURCH, MISSIONARY & OTHER LANDS AND IMPROVEMENTS.

30.

Lands and improvements belonging to any Church, Mission, Missionary Society, or to any person not a member of the Three Affiliated Tribes are excluded from this Contract and no part of the Principal Fund or interest thereon shall be used to pay for the same. The U.S. or War or Interior Departments will deal with all such as the U.S. may see fit.

OPERATOR OF GARRISON DAM & RESERVOIR.

OBLIGATIONS OF THE OPERATOR:

31.

The Operator is bound by each and all of the provisions of this Contract and deviation therefrom is, and shall be held to be, conclusive proof of damage. Injunction may be issued and damages may be proved and collected.

DISUSE OR ABANDONMENT OF GARRISON RESERVOIR

32.

In the event that Garrison Reservoir, for any cause, at any time in the future, is abandoned by the U.S. or is not used as a reservoir as now contemplated for a period of five years, then the lands hereby relinquished to the U.S. shall revert to and become the property of the Three Affiliated Tribes, without cost or charge to them and without further action by the Congress. Said land as they then may be shall be held and used or disposed of by the Three Affiliated Tribes as they may then see fit.

RATIFICATION

33.

Ratification of this Contract shall be by resolution by the Tribal Council, together with the signatures of three-quarters of the adult allottees and heirs, with the approval of the Secretary of the Interior and Under Secretary for War of the Department of National Defense, and by the passage of this Contract as an Act of Congress.

POST RATIFICATION ACCEPTANCE.

34.

Any allottee or heir who does not sign this Contract before its submission to Congress, may join herein by signing and delivering to War and Interior a written acceptance hereof, but this must be done within ^{two} ~~one~~ years from the date of this Contract. Thereafter all non signatory persons shall have no interest in this Contract or funds arising thereunder, but no such non signatory person shall be held to have lost any legal right be held on July 31, 1947.

RE-RATIFICATION REQUIRED OF MATERIAL CHANGES.

35.

In the event the Congress makes changes in this Contract and has changed enacts this Contract into law, which changes appear to the Tribal Council as material, then this Contract, before it becomes law, shall, by resolution of the Tribal Council be subject to re-ratification by ballot of the adult signatory parties hereto and if a majority of said signatory parties shall vote against the re-ratification of this Contract, then this Contract shall not be or become law.

THE TRANSFER OF TITLE.

36.

Upon ratification of this Contract and its enactment into law without material change, this Contract shall be and shall be held to be a relinquishment to the U.S. of all lands within the "Taking Area" by the Three Affiliated Tribes as to tribal land and by the allottees as to allotted lands and by the heirs as to heirship lands, and no further or separate instrument of relinquishment or conveyance shall be required or requisite to vest the title in the U.S.

GENERAL PURPOSES AND OBLIGATIONS.

37.

36.

- PURPOSE:
- (1) To obtain for the U.S. lands of the Three Affiliated Tribes needed for Garrison Reservoir.
 - (2) To fully compensate the Three Affiliated Tribes and the members thereof, -allottees and heirs.
 - (3) To relocate on lands of their choice those who will be disposed hereby.
 - (4) To provide for a self sustaining and ultimately an independent economy for these people.

OBLIGATIONS: All rights under any treaty or statute not specifically herein surrendered remain in full force and effect.

Prepared and submitted by Ralph H. Case, General Counsel,
Three Affiliated Tribes, Fort Berthold Reservation.

Ralph H. Case